



Instructions to Bidders Table of Contents

A. General

1.	Bidders shall not have conflict of interest	2
2.	Eligible Bidders	2
3.	Fraud and Corruption.....	2

B. Content of Bidding Documents

4.	Sections of Bidding Documents.....	3
5.	Clarification of Bidding Documents.....	3

C. Preparation of Bids

6.	Cost of Bidding	3
7.	Document compromising the bid	3
8.	Bid Submission Form.....	3
9.	Period of Validity of Bids.....	4

D. Submission and Opening of Bids

10.	Sealing and Marking of Bids	4
11.	Deadline for submission of Bids	4
12.	Late Bids.....	4
13.	Withdrawal, Substitution, and Modification of Bids.....	4

E. Award of Contract

14.	Seller's Right to Accept Any Bid, and to reject any or All Bids	4
15.	Award Criteria	5
16.	Notification of Award	5
17.	Mauritian Law.....	5
18.	Notes.....	5



Instructions to Bidders

A. General

1. Bidders shall not have conflict of interest.

All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- ❖ have a connection 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 influence the decisions of MauBank Ltd regarding this bidding process; or
- ❖ A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

2. Eligible Bidders

The tendering exercise shall strictly not be authorized to:

- ❖ Staff of MauBank Ltd (“Bank”)
- ❖ Next of Kin of Bank Staff

A Bidder who in the past failed to fulfill his contract with the bank up to the level of our satisfaction shall be disqualified.

3. Fraud and Corruption

Maubank Ltd will reject a proposal for award if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or obstructive practices in competing for the contract in question.

- ❖ “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ❖ “Fraudulent practice” is any act or omission, including a misinterpretation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefits or to avoid an obligation;
- ❖ “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action of a party;
- ❖ “Obstructive practice” – acts intended to materially impede the exercise of the Bank inspection and audit rights.



B. Content of Bidding Documents

4. Sections of Bidding Documents

The Bidder is expected to examine all instructions, forms and terms in the Bidding Documents. Failure to furnish all information or documentation required will result in the non-acceptance of the bid.

5. Clarification of Bidding Documents

A prospective Bidder requiring any clarification on the Bidding Documents shall contact the **Procurement Officer, 4th Floor, 25, Bank Street, Cybercity, Ebene in writing**, 1 week prior the deadline for submission of the bids. Should the Bank deem it necessary to amend the Bidding Documents, it shall do so accordingly.

C. Preparation of Bids

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and MauBank Ltd shall not be held responsible for those costs, regardless of the conduct or outcome of the bidding process. The Bid prices should be inclusive of VAT otherwise the Bidding will not be entertained.

7. Document compromising the bid

The Bid shall comprise the following but not limited to-

The Bid Submission Form;

- ❖ Bid should be accompanied by an office cheque representing 10% of the amount tendered drawn in favour of MauBank Ltd. The cheque will be banked upon acceptance of the offer and the balance of 90% shall be payable by office cheque within 15 days upon receipt of letter of award.
- ❖ The amount of 10% as deposit will be forfeited for successful bidder(s) without it being necessary to resort to any judicial or extrajudicial proceedings if transaction is not completed within 15 days after receipt of the letter of award.
- ❖ Bid not accompanied by a Bid Deposit shall not be considered.

Bid deposit shall be returned to unsuccessful bidder

8. Bid Submission Form

The Bidder shall submit the Bid Submission Form as annexed. This form must be completed without any alteration to its original format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

Bidders may bid for one or more assets.



Bidders will be required to bid for each item separately; that is on a fresh bid submission form along with a 10% bid deposit for each bid.

9. Period of Validity of Bids

Bids shall remain valid for a period **90 days** after the submission deadline date as prescribed by MauBank Ltd.

D. Submission and Opening of Bids

10. Sealing and Marking of Bids

The inner and outer of envelopes shall:

- ❖ Bear name and address of Bidder;
- ❖ Be addressed to MauBank Ltd;
- ❖ Bear the Name and Reference of the procurement.

If envelopes are not sealed and marked as required, Maubank Ltd will assume no responsibility for the misplacement or premature opening of the bid.

11. Deadline for submission of Bids

Bids must be deposited in the tender box found at ***MauBank Head Office, Ground Floor, 25, Bank Street, Cybercity, Ebene*** not later than ***06 November 2020 before 15:00.***

12. Late Bids

MauBank Ltd shall not consider any bid that arrives after the deadline.

13. Withdrawal, Substitution, and Modification of Bids

No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.



E. Award of Contract

14. Seller's right to accept any bid, and to reject any or all bids

MauBank Ltd reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to Bidders.

15. Award Criteria

MauBank Ltd shall issue a letter of award to Bidder whose offer has been determined to be the best.

Shall there be two or more similar bids for an asset; concerned bidders will be called for submission of a revised bid.

16. Notification of Award

MauBank Ltd shall notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. The letter of award shall constitute a binding Contract between the Bank and the bidder.

Successful Bidder should within 15 days after receipt of the Agreement, make the final payment; failure of which would result to bid deposit being forfeited and the second best bidder shall be contacted.

Assets will be sold to bidders only.

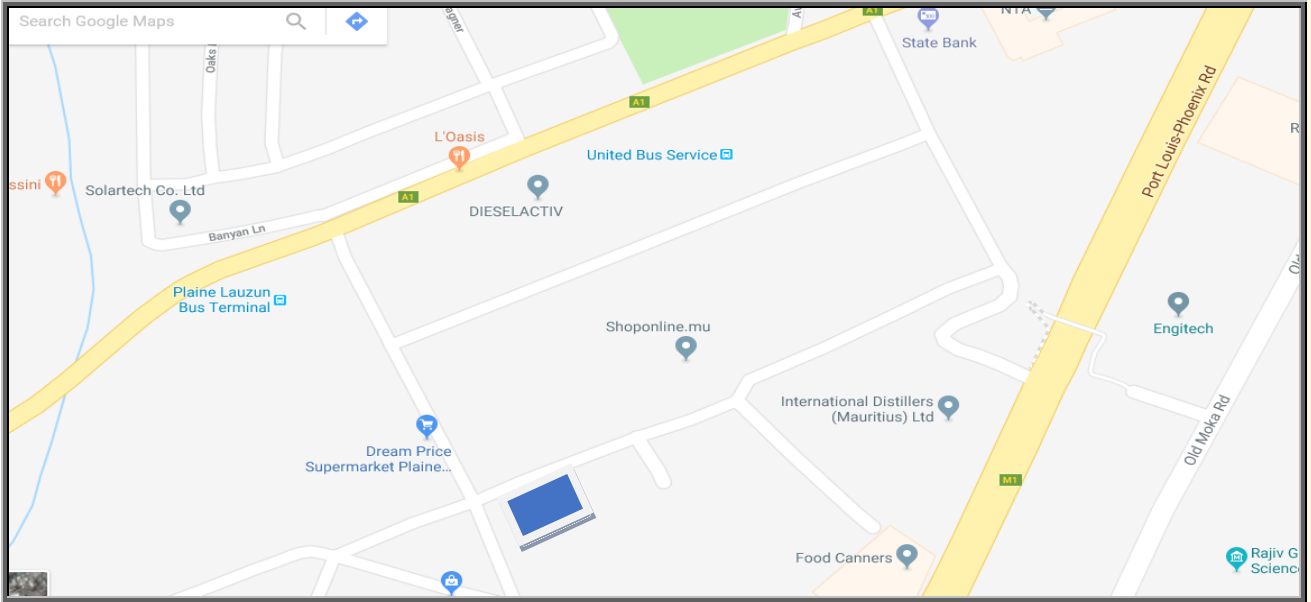
Winning bidder(s) will bear all applicable chargers in relation of taking possession of the bided asset(s) e.g. transport, Road Tax, Insurance, registration, transfer and all other applicable chargers.

17. Mauritian Law

It is hereby agreed that all matters arising during the tendering exercise, shall be governed by the Laws of Mauritius, and it is agreed that both the parties shall submit to the jurisdiction of the Courts of Mauritius.

Note:-

1. Assets shall be sold on 'As is Where is Basis'
2. The assets will be available for inspection at Yukondale House, Plain Lauzun (as per below map) on **26, 28 and 30 of October 2020**, from **10:00 to 15:00**.





Bid Submission Form – Sales of Assets – Bakery Equipment

[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.]

With reference to the invitation for tender dated, I, Mr/Miss/Mrs..... bearing National Identity Number....., hereby submit my Tender as set below for the purchase of **Bakery Equipment** put for sale by MauBank Ltd (“Bank”) Bank as per terms and conditions and directives listed in the Instructions to Bidders.

Bakery Equipment			
No.	Make & Description	Quantity	Bid Price Incl of Vat
1	CONVECTION OVEN FOR DOUGH. MAKE:PAVAILLER (CON01)	1	
2	CONVECTION OVEN FOR DOUGH. MAKE:PAVAILLER (CON02)	1	
3	CONVECTION OVEN FOR DOUGH. MAKE:PAVAILLER (CON03)	1	
4	CONVECTION OVEN FOR DOUGH. MAKE:PAVAILLER (CON04)	1	
5	VENTILATED OVEN MAKE: TOPAZ (VENT01)	1	
6	VENTILATED OVEN MAKE: TOPAZ (VENT02)	1	
7	VENTILATED OVEN MAKE: TOPAZ(VENT03)	1	
8	VENTILATED OVEN MAKE: TOPAZ (VENT04)	1	
9	DISPLAY CASE MAKE: DOCRILUC (DIS01)	1	
10	DISPLAY CASE MAKE: DOCRILUC (DIS02)	1	
11	TWO LAYER WARM FOOD DISPLAY CABINETS (CAB02)	1	
12	CASH REGISTER MAKE: QUORION (CAS01)	1	
13	RACKS FOR BREADS (RAC01)	1	
14	RACKS FOR BREADS (RAC02)	1	
15	RACKS FOR BREADS (RAC03)	1	
16	RACKS FOR BREADS (RAC04)	1	
17	SEALED FREEZER UNIT MAKE: KUMA (FRE01)	1	
18	SEALED FREEZER UNIT MAKE: KUMA (FRE02)	1	
19	AIR CURTAIN FOR FREEZER ROOM	1	
20	CASH REGISTER MAKE: QUORION WITH 50 PAPER ROOLS (CAS02)	1	
21	COMPACT CHAPATTI ROTI MACHINE (CCR01)	1	
22	DOUGH BALL MACKING MACHINE (DBM01)	1	

- The Bidder agrees that the 10% deposit has to be effected while doing the bid submission. The 10% deposit will be forfeited in the event that the bidder decides not to proceed with the transaction upon receipt of the letter of award.
- The bid shall be valid for a period of **90 days**, from the date fixed for the bid submission deadline.
- The bidder agrees to comply with all the warranties and conditions set out in the document “Instruction to Bidders”



Name:

Address:

Contact Number:

ID Number:

Signature:

Date:



Bid Submission Form – Sales of Assets - Computer

[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.]

With reference to the invitation for tender dated _____, I, Mr/Miss/Mrs..... bearing National Identity Number....., hereby submit my Tender as set below for the purchase of **IT Equipment** put for sale by MauBank Ltd (“Bank”)Bank as per terms and conditions and directives listed in the Instructions to Bidders.

Computers				
No.	Description	Make	Quantity	Bid Price Incl of Vat
1	Computer Complete with CPU, Keyboard, Mouse and one Speaker	ATX	2	
2	Computer Complete with CPU, Keyboard, Mouse and two Speakers	ATX	1	
3	Laser Jet Printer	HP	1	

The Bidder agrees that the 10% deposit has to be effected while doing the bid submission. The 10% deposit will be forfeited in event that the bidder decides not to proceed with the transaction upon receipt of the letter of award.

The bid shall be valid for a period of **90 days**, from the date fixed for the bid submission deadline.

The bidder agrees to comply with all the warranties and conditions set out in the document “Instructions to Bidders”

Name:

Address:

Contact Number:

ID Number:

Signature:

Date:



Bid Submission Form – Sales of Assets - Vehicles

[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.]

With reference to the invitation for tender dated _____, I, Mr/Miss/Mrs..... bearing National Identity Number....., hereby submit my Tender as set below for the purchase of **Vehicle** put for sale by MauBank Ltd (“Bank”)Bank as per terms and conditions and directives listed in the Instructions to Bidders.

VEHICLES				
No.	Make of Vehicle	Vehicle Reg No	Quantity	Bid Price Incl of Vat
1	Second hand Honda Civic	1178ZZ10	1	
2	Nissan X-Trail (SUV)	3858MY15	1	
3	Mercedes Benz C250	8839NV12	1	
4	Mercedes Benz C180	6311OC11	1	
5	Nissan March	2533ZZ10	1	
6	Nissan Hard body NP300 (VAN 4X2)	848JN14	1	
7	BMW-316I	6049	1	
8	NISSAN VANETTE	1456CZ13	1	
9	JMC lorry	6617SP14	1	
10	NISSAN VANETTE	BF1110	1	
11	Peugeot 107	4661JU12	1	
12	BMW-320	6276OC11	1	

- a) The Bidder agrees that the 10% deposit has to be effected while doing the bid submission. The 10% deposit will be forfeited in event that the bidder decides not to proceed with the transaction upon receipt of the letter of award.
- b) The bid shall be valid for a period of **90 days**, from the date fixed for the bid submission deadline.
- c) The bidder agrees to comply with all the warranties and conditions set out in the document “Instructions to Bidder”



Name:

Address:

Contact Number:

ID Number:

Signature:

Date: