



Procurement Reference

No. 04 of 2022/2023

BIDDING DOCUMENTS

SALE BY TENDER

**INDEPENDENT COMMISSION AGAINST
CORRUPTION**

P R O J E C T :

SALE OF MOTOR VEHICLES

CONTACT

PHONE:

4026600

WEBSITE:

www.icac.mu

EMAIL:

Procurement@icac.mu

ADDRESS:

Réduit Triangle
Moka

Tender close:

23 September 2022 at 11.00 hrs

07 September 2022

Section I

LETTER OF INVITATION

My Ref: ICAC/A/ 406 / 136

07 September 2022

Dear Sir/Madam,

SALE BY TENDER

Sale of Motor Vehicles

Procurement Reference No. 04 of 2022/2023

The Independent Commission Against Corruption (ICAC) requests sealed bids for the sales of the following Motor Vehicles on an **"as is" basis**:

- (i) One 15-seater Microbus, Mercedes Benz MB 140 D2.9, Registration Mark : 1738JU03;
- (ii) Two Motor Cars, Chevrolet Cruze, Registration Mark : 3519 JU11 and 3520 JU11; and
- (iii) Three Motor Cars Honda Civic, Registration Mark : 1441 MY 03, 1443 MY 03 and 1445 MY 03.
- (iv) One Motor Car, Make: BMW, Model: 528I, Registration Mark: 5281JL14.

Particulars of the motor vehicles are provided at **Section III** of the Bidding documents.

Quotations shall be sealed in a single envelope, clearly marked **"Sale of Motor Vehicle"** and addressed to **Supervising Officer – Corporate Services Division**, ICAC Headquarters, Réduit Triangle, Moka and shall be deposited in the Tender Box located at Ground Floor, of ICAC by **23 September 2022, before or at 11.00 hours.**

Yours faithfully,



D. Ramjeeawon (Senior Officer –Procurement)

for Supervising Officer

Corporate Services Division

SECTION II INSTRUCTIONS TO BIDDERS

1. Preparation of Quotations

You are requested to bid for the Motor Vehicles mentioned in **Section III** by completing, signing and returning:

- (a) the Priced Activity Schedule in **Section IV**; and
- (b) any other attachment as deemed appropriate.

You are advised to carefully read the complete bidding documents, including the Instructions To Bidders in Section II, the Particulars of the Vehicles in Section III , Price Activity Schedule in Section IV and General Conditions of Contract in Section V, before preparing your quotation.

2. Inspection of Motor Vehicles

The vehicles will be available for inspection at ICAC Headquarter, Réduit Triangle, Moka on working days, between **07 September 2022 to 16 September 2022**, from **9.00 hours to 15.00 hours**.

3. Completion Period

The successful bidder, **shall take away the motor vehicles** by his own means **within one month from the date of the Letter of Acceptance** and **after making full payment to the ICAC**.

4. Payment to ICAC

Payment, drawn in favour of the ICAC for the price quoted, **shall be effected by bank transfer within one month** from **the date of letter of acceptance**, failing which, the tender will be declared null and void

5. Bidding Documents

Bids shall be made on bidding documents, which shall be obtained at the reception desk located at the ICAC Headquarters, Réduit Triangle, Moka, or by downloading from the ICAC website (www.icac.mu) as from **07 September 2022**.

Bids received after the specified time and date will not be considered.

6. Sealing and Marking of Quotations

Bids shall be sealed in a single envelope, clearly marked with **Sale of Motor Vehicles** and addressed to the Supervising Officer, Corporate Services Division, ICAC Headquarters, Réduit Triangle, Moka with the bidder's name at the back of the envelope.

7. Submission of Bids

Bids shall be deposited in the Bid/Tender Box located at ground floor of ICAC Headquarters, Réduit Triangle, Moka by **23 September 2022, before or at 11.00 hours.**

Late bids shall be rejected.

8. Validity of Quotations

The price / prices quoted by the bidders shall be valid for ninety (90) days from the date of closing of the bids.

9. Bid Security

All bids shall be accompanied by a banker's cheque of an amount equivalent to 10% of the quoted price drawn to the order of ICAC.

The amount thereof will be forfeited if the purchase is not finalized within one (1) month as from the date of acceptance of the contract.

The bid security shall be returned to unsuccessful tenderers.

10. Evaluation of Bids

The ICAC shall have the right to request for clarifications during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, to determine the highest evaluated bid.

11. Award of Contract

The ICAC will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has **offered the highest evaluated bid price**, provided that such bidder has been determined to be eligible and qualified in accordance with the provisions in the bidding documents.

12. Transfer of vehicles

On purchase of the motor vehicles, the buyer will have to transfer the motor vehicles in his / company's name immediately, and will have to submit the proof thereof to the ICAC.

13. Any bid received by email / fax shall be rejected.

14. Bidding documents, if not complete, in any aspect, shall be rejected.

SECTION III

PARTICULARS OF MOTOR VEHICLES

1. Please find hereunder particulars of the **Motor Vehicles Reg.No: 1738JU03** on sale:

Owner	: ICAC
Registration Mark	: 1738JU03
Make	: MERCEDES
Model	: BENZ MB 140 D2.9
Class	: MOTOR CAR
Type	: MICROBUS
Colour	: WHITE
Chassis Number	: KPD6612273P170005
Engine Number	: 66291110160933
Engine capacity	: 2874 cc
Fuel used	: DIESEL
Seating Capacity	: 15

2. Please find hereunder particulars of the **Motor Vehicles Reg. No: 3519JU11** on sale:

Owner	: ICAC
Registration Mark	: 3519JU11
Make	: CHEVROLET
Model	: CRUZE
Class	: MOTOR CAR
Type	: SALOON
Colour	: SILVER
Chassis Number	: KL1PD5C65BK105163
Engine Number	: F16D38423531
Engine capacity	: 1600 cc
Fuel used	: PETROL
Seating Capacity	: 4

3. Please find hereunder particulars of the **Motor Vehicles Reg. No: 3520JU11** on sale:

Owner	: ICAC
Registration Mark	: 3520JU11
Make	: CHEVROLET
Model	: CRUZE
Class	: MOTOR CAR
Type	: SALOON
Colour	: SILVER
Chassis Number	: KL1PJ5C66BK139752
Engine Number	: F16D38846921
Engine capacity	: 1600 cc
Fuel used	: PETROL
Seating Capacity	: 4

4. Please find hereunder particulars of the **Motor Vehicles Reg. No: 1441MY03** on sale

Owner	: ICAC
Registration Mark	: 1441MY03
Make	: HONDA
Model	: CIVIC
Class	: MOTOR CAR
Type	: SALOON
Colour	: SILVER
Chassis Number	: JHMES85503S200627
Engine Number	: D15Y53000069
Engine capacity	: 1493 cc
Fuel used	: PETROL
Seating Capacity	: 4

5. Please find hereunder particulars of the **Motor Vehicles Reg. No.1443MY03** on sale

Owner : ICAC
Registration Mark : 1443 MY03
Make : HONDA
Model : CIVIC
Class : MOTOR CAR
Type : SALOON
Colour : RADIANT RUBY
Chassis Number : JHMES85503S200168
Engine Number : D15Y5-3000030
Engine capacity : 1493 cc
Fuel used : PETROL
Seating Capacity : 4

6. Please find hereunder particulars of the **Motor Vehicles Reg. No.1445 MY 03** on sale

Owner : ICAC
Registration Mark : 1445 MY03
Make : HONDA
Model : CIVIC ES8553PBZ KT
Class : MOTOR CAR
Type : SALOON
Colour : SATIN SILVER
Chassis Number : JHMES85503S200321
Engine Number : D15Y5-3000056
Engine capacity : 1493 cc
Fuel used : PETROL
Seating Capacity : 4

7. Please find hereunder particulars of the **Motor Vehicles Reg. No. 5281JL14** on sale

Owner	: ICAC
Registration Mark	: 5281JL14
Make	: BMW
Model	: 528I
Class	: MOTOR CAR
Type	: SALOON
Colour	: WHITE
Chassis Number	: WBA5A5207ED823390
Engine Number	: A5440841
Engine capacity	: 1997 cc
Fuel used	: PETROL
Seating Capacity	: 5

SECTION IV

PRICE ACTIVITY SCHEDULE

I / we, hereby offer to purchase from the Independent Commission Against Corruption (ICAC) the motor vehicle/s as specified below, and confirm that I / we is/ are agreeable to the terms and conditions of the sale.

	DESCRIPTION OF MOTOR VEHICLE TO BE SOLD	QTY	PRICE, INCLUDING VAT
1	MOTOR CAR MICROBUS MERCEDES BENZ MB 140 D2.9. REGISTRATION MARK : 1738JU03 COLOUR : WHITE CHASIS NO. : KPD6612273P170005 ENGINE NO. : 66291110160933	1	
2	MOTOR CAR SALOON CHEVROLET CRUZE REGISTRATION MARK : 3519JU11 COLOUR : SILVER CHASIS NO. : KL1PD5C65BK105163 ENGINE NO. : F16D38423531	1	
3	MOTOR CAR SALOON CHEVROLET CRUZE REGISTRATION MARK : 3520JU11 COLOUR : SILVER CHASIS NO. : KL1PJ5C66BK139752 ENGINE NO. : F16D38846921	1	
4	MOTOR CAR SALOON HONDA CIVIC REGISTRATION MARK : 1441MY 03 COLOUR : SILVER CHASIS NO. : JHMES85503S200627 ENGINE NO. : D15Y53000069	1	

5	MOTOR CAR SALOON HONDA CIVIC REGISTRATION MARK : 1443MY03 COLOUR : RADIANT RUBY CHASIS NO. : JHMES85503S200168 ENGINE NO.: D15Y5-3000030	1	
6	MOTOR CAR SALOON HONDA CIVIC ES8553PBZ KT REGISTRATION MARK : 1445MY03 COLOUR : SATIN SILVER CHASIS NO. : JHMES85503S200321 ENGINE NO.: D15Y5-3000056	1	
7	MOTOR CAR SALOON BMW 528I REGISTRATION MARK : 5281JL14 COLOUR : WHITE CHASIS NO. : WBA5A5207ED823390 ENGINE NO.: A5440841	1	

Name of bidder:

Address of bidder:

Mobile phone No

Email address:

Signature of Authorised Signatory with date:

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Seal and stamp (for company):

SECTION V

GENERAL CONDITIONS OF CONTRACT

1. Any resulting contract shall be placed by means of Letter of Award and shall be subject to the General Conditions of Contract.

2. **The Motor vehicles will be sold on an "as is" basis.**

3. Notices

Any notice shall be sent to the following addresses:

Supervising Officer,
ICAC Headquarters,
Réduit Triangle,
Moka

4. Effectiveness of Contract

The date on which this Contract shall come into effect is as from the date of issue of letter of award and the Letter of Acceptance.

5. Deeds of sales

The deeds of sales and any other relevant documents will be drawn in the name of the tenderers.

6. Integrity Clause

The ICAC commits itself to take all measures necessary to prevent corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

7. Confidentiality

Neither the tenderer nor his personnel shall not, either during the term or any time after the expiration of this Contract, disclose any proprietary or confidential information relating to this exercise.

8. Termination of Contract

Termination for Default

The ICAC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate the Contract in whole or in part:

- (i) if the Contractor fails **to take away the motor vehicles** within the period specified in the Contract, or within any extension thereof granted by the ICAC;
- (ii) if the Contractor fails to perform any other obligation under the Contract; or
- (iii) if the Contractor, in the judgement of the ICAC has engaged in any corrupt practice, fraudulent practice, collusive practice, coercive practice, and/or obstructive practice, in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "Corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "Collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- (v) "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

Notwithstanding the above, the ICAC may terminate the Contract for convenience after giving thirty (30) days' written notice.

9 Right of the Independent Commission Against Corruption (ICAC)

The ICAC shall have the right to:

- (a) ask for clarifications at time of evaluating quotations;
- (b) split the contract on an item basis (where applicable);
- (c) reject all quotations; and
- (d) not be bound to accept the lowest or any quotation
- (e) nor will it assign any reason for the rejection of a tender.

10. Dispute Settlement

In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Mauritius. If any dispute arises between the ICAC and the Buyer, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute may referred to court by either party.