



# **MAURITIUS REVENUE AUTHORITY**

## **SALE BY TENDER**

**of**

## **REINFORCING STEEL BARS**

## **ON AN “AS IS WHERE IS” BASIS**

**REF.: MRA/OAB/STEELREBARS/61/24**

**10 January 2025**

**Mauritius Revenue Authority  
Level 8, Efram Court  
Mgr. Gonin Street  
Port-Louis  
Tel: 207 6000  
E-mail: [procurement@mra.mu](mailto:procurement@mra.mu)**

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# Section I: Invitation for Bids and Instructions to Tenderers

## 1. Request for Tender and Scope

The Mauritius Revenue Authority (MRA) is inviting bids from companies to participate in the **Purchase of Reinforcing Steel Bars on an “As Is Where Is” Basis** lying within the Port Area at Mer Rouge, Port Louis, as detailed in Section II of this bidding document. The successful bidder shall, immediately after taking possession of the Reinforcing Steel Bars, render them in an unsaleable condition in the presence of MRA representatives either through:

- (i) Melting or smelting,
- (ii) Cutting or shredding into scrap-sized pieces,
- (iii) Cutting into twelve or more equal-length parts, or
- (iv) reexported under MRA Customs’ supervision.

## 2. Request for Clarifications

Prospective bidders/buyers may seek clarification(s) in respect of the items to be purchased before submitting their offers. Such request shall be addressed to the MRA by latest Friday 17 January 2025 at 1500 hours.

**Contact Person:** Mr. O. Hurnam                      **e-mail:** [procurement@mra.mu](mailto:procurement@mra.mu)

**Queries received after the specified date shall not be considered.**

## 3. Validity Period

Bids shall be valid for a period of 90 days as from the closing date. The MRA reserves the right to seek extension of the validity period.

## 4. Site Visits - Inspection

The Reinforcing Steel Bars are located in the Port Area, Mer Rouge, Port Louis. A site visit will be held on **Wednesday 15 January 2025 as from 1000 hours to 1200 hours (local time)** in the **Port Area, Mer Rouge, Port Louis**. Bidders who wish to attend the site visit should send an email to [procurement@mra.mu](mailto:procurement@mra.mu) at latest by **1400 hours on Tuesday 14 January 2025**. Bidders shall apply for Access Passes with the MPA’s Access Pass Office, Port W Access Rd, Port Louis for admission to the site visit area. The MRA will arrange for the transportation of potential bidders to the site on the condition that they are in possession of a valid Access Pass issued by the MPA.

The purpose of the site visit is to ensure that the prospective bidders/buyers have inspected the Reinforcing Steel Bars and are fully aware about the nature, conditions, quality, the site, the condition

of the site and the logistics required for collection before submitting their bids. **No claim whatsoever shall be entertained by the MRA.**

All expenses incurred to attend the site visit shall be borne by the prospective bidders.

## **5. Basis of Pricing Sought**

The price quoted shall be firm and fixed during the bid validity period. No claim shall be entertained by the MRA in respect of any increase in the costs like handling, labour, transport etc. which may arise during the execution of the sale. Bidders shall quote in Mauritian Rupees only.

**Prospective bidders/buyers are requested to quote for items as detailed in the Bill of Quantities and Bid Submission Form.**

## **6. Deposit**

Bids shall be accompanied by a Banker's cheque, issued by a Commercial Bank operating in Mauritius, representing 10% of the total quoted value and drawn in favour of the Director-General, MRA. Personal cheques or other forms of securities shall not be accepted. Deposit will be returned to unsuccessful bidders.

## **7. Site Visit by MRA Prior to Award**

The MRA reserves the right to inspect the successful bidder's premises and logistics prior to the issue of the Letter of Acceptance in order to assess the bidder's ability to render the reinforcing steel bars in an unsaleable condition as described in the Paragraph 1 above - Request for Tender and Scope.

## **8. Payment**

Successful bidders shall have to call at the Mauritius Revenue Authority, Level 8 Efram Court Building, within **five (5) working days** from date of issue of the Letter of Acceptance to complete the sale formalities and pay the full amount due. **The MRA shall accept payment in the form of Banker's cheque only.**

Failure by the successful bidder to complete the sale formalities and pay the full amount within **the five (5) working days** from date of issue of the Letter of Acceptance, the deposit shall be forfeited, and an award may be made to the second highest bidder.

Kindly note that in the absence of a formal agreement, the Letter of Acceptance shall constitute a binding contract between the MRA and the successful bidder.

## **9. Collection of Items**

Collection of the purchased item shall start on the next day after full payment is made and must be

completed within five (5) working days. Should the buyer fail to collect the items within the specified time period, the MRA shall impose a penalty of 10% per week for late collection. The maximum penalty shall be 20%. Once the maximum is reached, the MRA shall deduct the penalty fees from the bid amount and refund the remaining. The MRA may thereafter make an award to the second highest bidder.

**The process of rendering the Reinforcing Steel Bars in an unsaleable condition as detailed in Paragraph 1 – Request for Tender and Scope shall begin immediately once collection is complete.**

## **10. Collection and Destruction**

The Reinforcing Steel Bars are located in Port Area, Mer Rouge and must be collected during working hours only from 0900 hours to 1400 hours (excluding Saturdays, Sundays and Public Holidays) within the timeframe mention in Paragraph 9 above.

Access to the Port Area is restricted. The successful bidder shall apply for Access Passes (including for motor vehicles) with the MPA’s Access Pass Office for admission to the site visit area. Successful bidders are requested to obtain prior authorisation and be accompanied by MRA representatives to collect the purchased item. The successful bidder shall make their own arrangements for collecting the Reinforcing Steel Bars awarded to them and no handling equipment and/or labour would be provided by the MRA or the MPA for the said exercise.

Once the successful bidder concludes the collection the Reinforcing Steel Bars, it must be rendered in an unsaleable condition as detailed in Paragraph 1 (Request for Tender and Scope) in the presence of MRA representatives. The activity must be completed within **three (3) consecutive working days**. A handing over certificate and a destruction certificate must be provided by the successful bidder.

Should the buyer fail to destroy the items within the specified time period, the MRA shall cause the items to be transferred to any such site as may be decided. All costs incurred in relation to such a recourse will be deducted from the bid amount.

## **11. Submission of Bid**

Bids must be submitted as stated by hand in sealed envelope marked in the lower left-hand corner of the envelope “**SEALED QUOTATION FOR THE SALE BY TENDER OF REINFORCING STEEL BARS ON AN AS IS WHERE IS BASIS**” with reference “**MRA/OAB/STEELREBARS/61/24**”. Bids must be deposited by **LATEST THURSDAY 23 JANUARY 2025 AT 1400 HOURS** in the Tender Box on Level 8, Mauritius Revenue Authority, Efram Court, Cnr. Mgr Gonin & Sir Virgil Naz Streets, Port-Louis. Bids submitted by fax or e-mail shall **NOT** be considered.

## **12. Right to cancel/revoke a Request for Tender**

The MRA reserves the right at any time, whether before or after the closing date to cancel this bidding

exercise and in that event no bidder shall have any right to claim for any compensation from the MRA.

### **13. Settlement of Disputes**

In the event of any dispute related to this bidding exercise, the matter shall be amicably dealt between the representatives of the MRA and the successful bidder in a first instance and if unresolved within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, it will finally be settled by a competent Court in Mauritius. The applicable law shall be the Law of the Republic of Mauritius.

### **14. Conflict of Interest**

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

- (i) they have a controlling partner in common; or
- (ii) they receive or have received any direct or indirect subsidy from any of them; or
- (iii) they have the same legal representative for purposes of this bid; or
- (iv) they have a relationship 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 the Employer regarding this bidding process; or
- (v) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved.

### **15. Collusion**

The MRA shall reject proposal for award if it determines 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.

### **16. Splitting of the contract is NOT allowed.**

The Successful Bidder 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 MRA.

### **17. Insurance Cover**

The Successful Bidder shall provide a Public Liability Insurance with a Limit of Liability of Rs 5 million per occurrence to cover any claims by any party related to the execution of this contract for death or bodily injury.

## **18. Safety**

- (a) The attention of the buyer is drawn to the fact that the collection may be effected in an area where specialized and heavy vehicles transit through. In addition, special arrangements regarding access to the site may have to be made by the successful bidder.
- (b) The latter will be called upon to submit a written undertaking to comply with the safety instructions.
- (c) The buyer shall restrict his activities only to those areas allocated and abide strictly to all safety instructions that will be given.

## **19. Additional Conditions**

### **The successful bidder shall:**

- (i) take delivery of the Reinforcing Steel Bars as specified above.
- (ii) render the Reinforcing Steel Bars in an unsaleable condition as specified above in the presence of an MRA representatives.
- (iii) conduct his own risk assessment and abide to MRA's and MPA's safety policy.
- (iv) provide insurance cover for his personnel, machinery and third party.
- (v) make good to all the damages caused during the transportation.
- (vi) transport of all Reinforcing Steel Bars at their own expenses.

## Section II: Bill of Quantities

**MRA/OAB/STEELREBARS/61/24: SALE BY TENDER OF REINFORCING STEEL BARS  
ON AN “AS IS WHERE IS” BASIS**

### Bill of Quantities

<b>S/No</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>LOCATION</b>
1	Purchase of Reinforcing Steel Bars and render goods in unsaleable condition as detailed in Paragraph 1 – Scope of Tender	1 Lot	75,000 Kgs	Port Area, Mer Rouge, Port Louis



### Section III: Schedule 1 - Bid Submission Form

#### MRA/OAB/STEELREBARS/61/24: SALE BY TENDER OF REINFORCING STEEL BARS ON AN "AS IS WHERE IS" BASIS LYING AT PORT AREA, MER ROUGE

I/We have examined the tender document and fully subscribe to the terms and the conditions therein.  
I/We hereby undertake to purchase the items as follows:

S/No	Description	UOM	QTY	Bid Amount Rs
1	Purchase of Reinforcing Steel Bars and render goods in unsaleable condition as detailed in Paragraph 1 – Scope of Tender	Lot	75,000 KGS	

I/We further undertake to render the Reinforcing Steel Bars in an unsaleable condition through ..... [specify method of destruction].

I/ We understand and agree that the Mauritius Revenue Authority reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time, prior to award of contract without thereby incurring any liability to us or any obligation to inform us of the grounds for the action and does not bind itself to accept the highest or any other offer.

I am/We are also attaching a Banker's cheque, issued by a Commercial Bank operating in Mauritius, amounting to 10% of the Bid amount.

Name of Bidder: ..... Signature of Bidder: .....

Address of Bidder: .....

Telephone Number: ..... E-mail: .....

Date: .....

**Section III: Schedule 1: Bid Schedule Checklist**

**MRA/OAB/STEELREBARS/61/24: SALE BY TENDER OF REINFORCING STEEL BARS ON AN “AS IS WHERE IS” BASIS**

<b>Description</b>	<b>Attached (please tick if submitted and cross if not)</b>
Bid Submission Form	
Deposit (banker's cheque)	

Name of Bidder(s): .....

Phone Number: .....

Signature of authorised signatory: .....

Company Seal (If Applicable) .....