

# **PUBLIC BODIES APPEAL TRIBUNAL**

**BIDDING DOCUMENTS**  
**Issued on: 27 November 2023**

**for**

**Supply, Installation and Commissioning of a  
Digital Signage System  
at the Public Bodies Appeal Tribunal**

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**Procurement Reference No: PBAT/2023-24/ONB2**

**Project:** *Supply, Installation and Commissioning of a Digital Signage  
System at the Public Bodies Appeal Tribunal*

**Purchaser:** *PUBLIC BODIES APPEAL TRIBUNAL*

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## **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open National Bidding (open for local suppliers) are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  - 2.1 Unless otherwise stated in the **BDS**, this procurement shall be financed by the Public Body’s own budgetary allocation.
- 3. Public Entities Related to Bidding Documents and to Challenge and Appeal**
  - 3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Purchaser), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act.)
  - 3.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
  - 3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;

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#### 4. Fraud and Corruption

4.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. <sup>1</sup> In pursuance of this policy, the Government of the Republic of Mauritius:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (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<sup>2</sup>;
- (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;<sup>3</sup>
- (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> 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<sup>5</sup> or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser’s investigation into allegations of a

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Purchaser’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

<sup>5</sup> “Party” refers to a participant in the procurement process or contract execution.

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, or

- (bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under sub-clause 4.2 below.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
  - (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): [ppo.govmu.org](http://ppo.govmu.org)
- 4.5 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third

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<sup>b</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Purchaser.



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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. If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

## **5. Eligible Bidders**

- 5.1 (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- (b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (i) all parties to the JV shall be jointly and severally liable; and
  - (ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 5.2 A Bidder 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:
- (a) have controlling shareholders in common; or
  - (b) receive or have received any direct or indirect subsidy from any of them; or
  - (c) have the same legal representative for purposes of this Bid; or

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- (d) 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 Purchaser regarding this bidding process; or
  - (e) 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 it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
  - (f) 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.
- 5.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.
- (b) Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*
- 5.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country.
- 5.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous;
  - (ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

5.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**6. Eligible Goods and Related Services**

6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.

6.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, industrial plants and “related services” which include services such as insurance, installation, training, and initial maintenance.

6.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**B. Contents of Bidding Documents**

**7. Sections of Bidding Documents**

7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

## **PART 2 Supply Requirements**

- Section V. Schedule of Requirements

## **PART 3 Contract**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### **8. Clarification of Bidding Documents**

- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline set for submission of bids. The Purchaser shall respond to such request at latest 7 days prior to the deadline for submission of bids and forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.

### **9. Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of

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bids, pursuant to ITB Sub-Clause 25.2

### **C. Preparation of Bids**

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid** 11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.
- 12. Documents Comprising the Bid** 12.1 The Bid shall comprise the following:
- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
  - (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS.**
  - (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
  - (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
  - (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted, and
  - (h) any other document **required in the BDS.**
- 13. Bid** 13.1 The Bidder shall submit the Bid Submission Form using the

**Submission Form and Price Schedules** form furnished in Section IV, Bidding Forms. This form must be completed without any alteration to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**14. Alternative Bids**

14.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**15. Bid Prices and Discounts**

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules, shall conform to the requirements specified below.

15.2 All lots and items must be listed and priced separately in the Price Schedules.

15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.

15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.

15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.

15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) For Goods offered from within Mauritius:

(i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;

(ii) VAT payable on the Goods if the Contract is awarded to

- the Bidder; and
- (iii) the total price for the item.

- (b) For Goods offered from outside Mauritius:
  - (i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in the Mauritius, as specified in the **BDS**;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**;
  - (iii) the total price for the item.
- (c) For Related Services whenever such Related Services are specified in the Schedule of Requirements:
  - (i) the local currency cost component of each item comprising the Related Services; and
  - (ii) the foreign currency cost component of each item comprising the Related Services,
    - inclusive of custom duties and VAT, payable on the Related Services, if the Contract is awarded to the Bidder.

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account in respect of changes in production cost, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.

- 16. Currencies of Bid**
- 16.1 The Bidder shall quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in Mauritian Rupees, unless otherwise specified in the **BDS**.

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- 16.2 The Bidder may express the bid price in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Mauritian Rupees.
- 16.3 Local Bidders shall quote only in Mauritian Rupees **as specified in the BDS.**
- 17. Documents Establishing the Eligibility of the Bidder**
- 17.1 To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms.
- 18. Documents Establishing the Eligibility of the Goods and Related Services**
- 18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 19. Documents Establishing the Conformity of the Goods and Related Services**
- 19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder



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may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**20. Documents Establishing the Qualifications of the Bidder**

20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:

- (a) if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius;
- (b) if **required in the BDS**, in case of a Bidder not doing business within Mauritius, the Bidder is or will be (if awarded the contract) represented by an Agent in Mauritius equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**21. Period of Validity of Bids**

21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.

21.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be

based on the Bid Price without taking into consideration the above correction.

- 22. Bid Security**
- 22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:
- (a) be in the form of a bank guarantee from a reputable overseas bank, or
  - (b) be issued by a commercial bank or insurance company operating in Mauritius.
  - (c) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;
- 22.4 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 22.1, shall be rejected by the Purchaser as nonresponsive.
- 22.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 45.
- 22.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid

validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; or

- (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

22.8 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 21.2;
- (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44.

the bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time.

### **23. Format and Signing of Bid**

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

- 24. Submission, Sealing and Marking of Bids**
- 24.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.
  - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
- 24.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;
  - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**, and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.
- 24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 25. Deadline for Submission of Bids**
- 25.1 Bids must be received by the Purchaser at the address and not later than the date and time **specified in the BDS**.
- 25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 26. Late Bids**
- 26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Purchaser after the deadline for

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submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**27. Withdrawal, Substitution, and Modification of Bids**

27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.

27.3 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.

**28. Bid Opening**

28.1 The Purchaser shall conduct the bid opening in the presence of the Bidders’ representatives who choose to attend at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 24.1 shall be as **specified in the BDS**.

28.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.

Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.

28.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and the effect of the record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted on line when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

- 29. Confidentiality**
- 29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding

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process, it should do so in writing.

- 30. Clarification of Bids**
- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.
- 31. Responsiveness of Bids**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 32. Nonconformities, Errors, and Omissions**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 32.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial nonconformities or omissions in the bid relating 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.
- 32.3 Provided that the Bid is substantially responsive, the Purchaser

shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**33. Preliminary Examination of Bids**

- 33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
  - (a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 13.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.

**34. Examination of Terms and Conditions; Technical Evaluation**

- 34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the



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technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.

- 35. Conversion to Single Currency** 35.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by **Central Bank of Mauritius** and on the date **specified in the BDS**.
- 36. Margin of Preference** 36.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 37. Evaluation of Bids** 37.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 37.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 37. No other criteria or methodology shall be permitted.
- 37.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation to be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 15;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.
- 37.4 (a) The Purchaser's evaluation of a bid will take into account:
- (i) in the case of Goods offered from within Mauritius, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;
  - (ii) in the case of Goods offered from outside Mauritius, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) transport and other costs for the goods to reach its final destination.

(b) The Purchaser's evaluation of a bid will **not** take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

37.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 37.3 (d).

37.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

**38. Comparison of Bids**

38.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.

**39. Post-qualification of the Bidder**

39.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

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- 40. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids**      40.1    The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### **F. Award of Contract**

- 41. Award Criteria**      41.1    The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser’s Right to Vary Quantities at Time of Award**      42.1    At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 43. Notification of Award**      43.1    Prior to the expiration of the period of bid validity, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Within seven days from the issue of Letter of Acceptance, the Purchaser shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
  - (ii) an executive summary of the Bid Evaluation Report
- 43.2    Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.

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- 44. Signing of Contract**
- 44.1 Promptly after issue of letter of acceptance, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 44.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 45. Performance Security**
- 45.1 Within twenty eight (28) days of the receipt of letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.4.
- 45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 46. Debriefing**
- 46.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case by following regulation 9 of the Public Procurement Regulations 2008 as amended.

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <b>The Public Bodies Appeal Tribunal</b>
ITB 1.1	<p>The name and identification number of the Procurement are: <i>Supply, Installation and Commissioning of a Digital Signage System at the Public Bodies Appeal Tribunal</i></p> <p>The number, identification and names of the lots comprising this Procurement are: <b>PBAT/2023-24/ONB2</b></p> <p>The Invitation for Bids has been issued through an <b>Open National Bidding procedure</b>.</p>
ITB 1.1	The name of the Project is: <b>Supply, Installation and Commissioning of a Digital Signage System at the Public Bodies Appeal Tribunal</b>
ITB 2.1	The Funding Agency is: <b>Republic of Mauritius</b>
ITB 3.3	<p>(a) The address to file challenge in respect of this procurement is:  <b>The Secretary,  Public Bodies Appeal Tribunal,  4<sup>th</sup> Floor,  Belmont House,  Intendance Street,  Port Louis</b></p> <p>(b) The address to file application for review is:  <b>The Chairperson  Independent Review Panel,  5<sup>th</sup> Floor  Belmont House  Intendance Street  Port Louis  Tel : +2302602228  Email : irp@govmu.org</b></p>

ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Mauritius is available at <a href="http://ppo.govmu.org">ppo.govmu.org</a></p> <p>A list of firms debarred by World Bank is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
<b>B. Contents of Bidding Documents</b>	
ITB 8.1	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: <b>The Secretary, Public Bodies Appeal Tribunal</b>  Address: <b>4<sup>th</sup> Floor, Belmont House, Intendance Street</b>  Country: <b>Mauritius</b>  Telephone: <b>213 1500</b>  Fax number: <b>213 1506</b>  Electronic mail address: <b><a href="mailto:rsoocan@govmu.org">rsoocan@govmu.org</a></b></p>
ITB 8.1	<p>Request for Clarification should reach the Purchaser not later than 14 days, prior to the closing date for submission of bids.</p>
<b>C. Preparation of Bids</b>	
ITB 12.1 (c)	<p><i>In case the Goods contract is estimated for an amount less than Rs.100M</i></p> <p>No written evidence is required.</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents in its bid:  <b>Refer to technical specification for technical documents and including profit and Loss, financial statement for last 3 years.</b></p>
ITB 14.1	<p>Alternative Bids shall not be considered.</p>
ITB 15.5	<p>The Incoterms edition is: Incoterms 2010 – <b>Not Applicable</b></p>
ITB 15.6 (b) (i), (ii)	<p>For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms: <b>Not Applicable</b></p>
ITB 15.7	<p>The prices quoted by the Bidder: <b>shall not be adjustable.</b></p>
ITB 16.1	<p>The Bidder is required to quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in that currency.</p>
ITB 16.3	<p>Local bidders shall quote only in Mauritian Rupees on the basis of <b>prices not adjustable to rate of exchange</b></p>

<b>ITB 19.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>Five (5) years</b>
<b>ITB 20.1 (a)</b>	Manufacturer's authorization is not required
<b>ITB 20.1 (b)</b>	After sales service is required
<b>ITB 21.1</b>	The bid validity period shall be <b>ninety (90) days</b> .
<b>ITB 22.1</b>	The bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
<b>ITB 22.3</b>	The amount of the Bid Security shall be <i>[insert amount]</i> <b>Not Applicable</b>
<b>ITB 22.8</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Mauritius for a period of time (not exceeding 5 years) to be determined by the Procurement Policy Office.
<b>ITB 23.1</b>	In addition to the original of the bid, the number of copies is: Two (2)  - <b>One hardcopy</b>  - <b>One Softcopy on CD</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 24.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 24.1 (b)</b>	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be <i>[insert a description of the electronic bidding submission procedures]</i> – <b>Not Applicable</b>
<b>ITB 24.2 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: <b>PBAT/2023-24/ONB2</b>
<b>ITB 25.1</b>	For bid submission purposes, the Purchaser's address is: Attention: <b>The Secretary, Public Bodies Appeal Tribunal</b> Address: <b>Intendance Street</b> Floor-Room number: <b>4<sup>th</sup> Floor, Belmont House,</b> City: <b>Port Louis</b> Country: <b>Mauritius</b>

	<p>The deadline for the submission of bids is:</p> <p>Date: <b>Tuesday 26 December 2023</b></p> <p>Time: <b>13.00 hrs (Local Time)</b></p>
<b>ITB 28.1</b>	<p>The bid opening shall take place at: <b>The Public Bodies Appeal Tribunal</b></p> <p>Street Address: <b>Intendance Street</b></p> <p>Floor/ Room number: <b>4<sup>th</sup> Floor, Belmont House</b></p> <p>City: <b>Port Louis</b></p> <p>Country: <b>Mauritius</b></p> <p>Date: <b>Tuesday 26 December 2023</b></p> <p>Time: <b>13.15 hrs (Local Time)</b></p>
<b>ITB 27.1</b>	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>[insert description of the procedures]</i>- <b>Not Applicable</b></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 35.1</b>	<p>Bid prices expressed in different currencies shall be converted in: - <b>Not applicable</b></p> <p>The source of exchange rate shall be: - <b>Not applicable</b></p> <p>The date for the exchange rate shall be - <b>Not applicable</b></p>
<b>ITB 36.1</b>	<p>A margin of preference <b>shall not be applicable</b> to local Small and Medium Enterprises as indicated in Section III.</p>
<b>ITB 37.3(a)</b>	<p>Evaluation will be done for Lots</p> <p>Note:</p> <p>“Bids will be evaluated by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison”.</p>



<b>ITB 37.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) deviation in Delivery schedule: <b>No</b></p> <p>(b) deviation in payment schedule: <b>No</b></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <b>No</b></p> <p>(d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid: <b>No</b></p> <p>(e) the projected operating and maintenance costs during the life of the equipment: <b>No</b></p> <p>(f) the performance and productivity of the equipment offered: <b>No</b></p> <p>(g) <i>[insert any other specific criteria]</i> <b>No</b></p>
<b>ITB 37.6</b>	<p>Bidders <b>shall not</b> be allowed to quote separate prices for one or more lots. <i>[refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate]</i></p>
<b>F. Award of Contract</b>	
<b>ITB 42.1</b>	<p>The maximum percentage by which quantities may be increased or decreased is: <b>10 %</b>.</p>

## **Section III. Evaluation and Qualification Criteria**

### **Contents**

1. Evaluation Criteria (ITB 37.3 (d))
2. Multiple Contracts (ITB 37.6)
3. Post qualification Requirements (ITB 39.2)
4. Domestic Preference (ITB 36.1)

## 1. Evaluation Criteria (ITB 37.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in ITB Sub-Clause 37.3(d) and in BDS referring to ITB 37.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 37.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.*

- (b) Deviation in payment schedule: **NOT APPLICABLE**

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

**OR**

(ii) *The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 37.3 (d).*

- (c) Cost of major replacement components, mandatory spare parts, and service: **NOT APPLICABLE**

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 19.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

**OR**

(ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 19.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*

- (d) Availability in Mauritius of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 37.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 37.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 37.3(d).

- (f) Performance and productivity of the equipment: **NOT APPLICABLE**

- (i) An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price for evaluation purposes if specified in the BDS Sub-Clause 37.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 37.3(d).

**or**

- (iii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price for evaluation purposes only, if so specified in BDS Sub-Clause 37.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 37.3(d).

- (g) Specific additional criteria

*Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 37.3(d)*

## **2. Multiple Contracts (ITB 37.6) – Not Applicable**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 39.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8
- (b) take into account:
- (i) the lowest-evaluated bid for each lot and

- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

### 3. Post-qualification Requirements (ITB 39.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 39.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 39, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

#### a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement: Profit and loss account, financial account, financial statements for the last 3 years showing profit. Bidders should provide evidence of having working capital of around Rs2M

#### (b) Qualification requirements: **Refer to technical specification**

- (i) Where the bidder is a trader proposing goods duly authorised by the manufacturer and for which there is no requirement for local after sale service, the bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods.

#### (c) Experience and Technical Capacity:

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): **Refer to technical specification**

- (d) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: **Refer to technical specification**

### 4. Margin of Preference (ITB 36.1) – Not Applicable

Small and Medium Enterprises (SME), registered with the SME Mauritius Ltd and submitting the "Made in Moris" certification issued by the Association of Mauritian Manufacturers for the locally manufactured goods procured through this contract shall benefit from a Margin of Preference of 40% at evaluation.

SMEs not holding "Made in Moris" certification, whose local input in the locally manufactured goods procured through this contract accounts for at least 25 %, shall be eligible for a Margin of Preference of 30% at evaluation.

Local companies whose local input in the locally manufactured goods procured through this contract accounts for at least 25 % or bearing the 'Made in Moris' certification shall be eligible for a Margin of Preference of 30% at evaluation

Bidders applying for the Margin of Preference shall submit along with their bid, the following:

- (i) evidence of their registration as enterprise in the Republic of Mauritius;
- (ii) where applicable, evidence of registration with SME Mauritius Ltd.;
- (iii) A cost structure for the goods item manufactured locally as per the format contained in the bidding document (where applicable);
- (iv) Certification issued by the Association of Mauritian Manufacturers for the goods bearing the "Made in Moris" label (where applicable).

# Section IV. Bidding Forms

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## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Ref. No.: **PBAT/2023-24/ONB2**

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1. <input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

## Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Ref. No.: **PBAT/2023-24/ONB2**

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Name: <i>[insert name of JV's Party authorized representative]</i>  Address: <i>[insert address of JV's Party authorized representative]</i>  Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i>  Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.



## Bid 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.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
 Procurement Ref. No.: *[insert reference number of bidding process]*  
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addendum];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3;

- (i) I/We declare that I/We **“qualify/do not qualify”** for Margin of Preference as per Table below, and has submitted documentary evidence in this respect.

Description of Bidder	Applicable Margin of preference	Bidder to tick as appropriate
Small and medium Enterprise bearing the ‘Made in Moris’ certification for the locally manufactured goods proposed	40%	
Small and medium Enterprise proposing locally manufactured goods	30%	
Local companies proposing locally manufactured goods	20%	

- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (l) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

- (n) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **Bid Securing Declaration**

By subscribing to the undertaking in respect of paragraph (l) of the Bid Submission Form:

I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are\* in breach of any obligation under the bid conditions, because I/we\*:

- (a) have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the (*insert name of public body*) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Items	Quantity	Unit Cost in Rs. (exclusive of VAT)	VAT (Rs)	Total Cost in Rs (inclusive of VAT)	Maintenance Charges including VAT ( <i>labour, parts &amp; transport</i> ) for first 5 years (inclusive of warranty which should cover at least the same requirements as per Maintenance Contract) as per conditions in Maintenance Contract at the CIB Download Centre at <a href="http://cib.govmu.org">http://cib.govmu.org</a>				
					Year 1	Year 2	Year 3	Year 4	Year 5
<b>A. Hardware</b>									
High Performance Personal Computer (Act as Server)	1				<i>Warranty</i>	<i>Warranty</i>	<i>Warranty</i>		
<i>UPS (to connect to high performance Personal Computer)</i>	1				<i>Warranty</i>	<i>Warranty</i>	<i>Warranty</i>		
Main Display Unit 42"	4				<i>Warranty</i>	<i>Warranty</i>	<i>Warranty</i>		
Ceiling/Wall Mounted bracket for 42" Display. [Bidders should quote for installation of 4 brackets. An existing Smart TV will be used for the display]	4				<i>Warranty</i>				
Digital Signage Player for four display unit	Yes and specify				<i>Warranty</i>	<i>Warranty</i>	<i>Warranty</i>		
<b>B. Application Software</b>									
Digital Signage CMS Software and any associated hardware  (Inclusive of installation, hardening and configurations)	LOT				<i>Warranty</i>				



**RATE FOR APPLICATION MODIFICATIONS AND/OR ENHANCEMENTS**

	Charges including VAT (Rs)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Rate per Person Day					

**\*Note**

**Delivery Period:** \_\_\_\_\_

**\* Note**

1. For the financial Evaluation, the overall cost of the proposal will be the sum of the cost of equipment, software, installation & commissioning and the maintenance charges for the first five years (inclusive of warranty) and any other cost involved.
2. The bidder must quote for five years maintenance (inclusive of warranty) even though it is at the discretion of the purchaser to subscribe to the maintenance agreement.
- 3. THE BIDDER SHOULD MANDATORILY QUOTE FOR ALL ITEMS INCLUDING SUB-ITEMS AND THE OPTIONAL ITEMS.**
- 4. IT IS THE RESPONSIBILITY OF THE BIDDER TO INCLUDE ALL APPLICABLE CHARGES IN THE PRICE SCHEDULE FORM. NO EXTRA CHARGES WILL BE CONSIDERED.**
- 5. PRICE QUOTED BY BIDDER SHOULD BE INCLUSIVE OF ALL CHARGES**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Authorised for and on behalf of:

(DD/MM/YY)

Company: \_\_\_\_\_



## **PART 2 – Supply Requirements**

# Section V. Schedule of Requirements

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## Technical Specifications

### 1. Scope

The Public Bodies Appeal Tribunal (PBAT) intends to equip its office with a Digital Signage System for the display of information related to the Tribunal and Supreme Court. Four Digital Sign board will be installed to display the list of cases on a daily basis. Officers at PBAT will constantly update the Content Management System (CMS) of the Digital signage to reflect the latest and most accurate information on the case hearings.

### 2. Items to be quoted by bidders

In view of the implementation of this project, bidders are invited to quote for the delivery, installation, configuration and commissioning of the necessary items including the following:

ITEM	DESCRIPTION	QTY (UNITS)
1	Digital Signage CMS Software and any associated hardware (Inclusive of installation, hardening and configurations)	LOT
2	Main Display Unit 42"	4
3	Ceiling/Wall Mounted bracket for 42" Display	4
4	Digital Signage Player for 4 display units	Yes, and Specify
5	High Performance Personal computer (To act as server for Digital Signage)	1
6	UPS	1
7	Cabling, Accessories & Configuration including labour	Lot
8	Training	Lot

**Any other hardware item, software item and/or alternative configurations necessary for the proper functioning and completeness of the system must be quoted for by the bidders.**

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### 3. Set up of the Digital Signage System

- A high-performance Personal computer should be configured as server to run the Digital Signage Software for projection of the information to all the Digital display units simultaneously.
- The Digital Signage system should automatically read information from physical files such as excel, pdf, word, images, presentation, video which will be accessible via the local network or uploaded by users at the PBAT from their existing personal computer.
- Four main display units should be used as part of the solution
- Four wall/Ceiling mounted tv bracket. Bidder will need to quote for installation of 4 TV Brackets including the data points and setup
- The solution should have sufficient controls in place to ensure protection against malware.

#### 3.1 Court Hearing Information (Cause/Daily roll list)

The main information (structured) that will be displayed on the Digital Board is as follows:

##### A. Header Details:

##### B. Cases details of that specific Court Number

- **Cause number (case number)**

The cause number is unique identifier for each Court case

- **Case Description**

Details about the filing and the resisting party

- **Status**

However, the Digital Sign Board will also be used to display unstructured text messages. Below are some examples of unstructured text messages:

- Sessions will be held as from 13H00.

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## 4. SYSTEM REQUIREMENTS

### 4.1 Digital Signage Content Management System (DSCMS)

The Digital Signage CMS to provide the following non-exhaustive list of requirements:

#### 4.1.1 Web Client Digital Signage CMS for remote administration and Configuration

- Users should be provided with a web client for remote administration of the Digital Signage System
- The web client should be user friendly and run on the latest windows 10/11/Mac platform
- For web-based systems, all user access to the system should be encrypted via TLS and the certificate should not be self-signed.
- CAPTCHA feature should be implemented for all user self-registration and logins made to the application.
- Web application controls should be implemented in the system to validate user inputs at client and server side, to filter meta characters so as to detect and block potential SQL Injection, Cross-Site Scripting (XSS) and other forms of attacks.
- Measures from the OWASP Guide to Building Secure Web Applications & Web Services as applicable should be implemented proportionate to the type of applications and devices.

#### 4.1.2 Administrator Module

##### (a) User maintenance

- Support creation of users and define permission for different roles
- All access to the application should be based on a role based model. Access roles defined should be implemented via a centralized access control matrix module.
- Password complexity and expiry should be enforced in the system in accordance to existing guidelines and industry best practices to be followed.
- Parameters comprising inactivity period, idle time, number of successive authentication failures, notification for password expiry should be defined for user accounts in the system.

- 
- All passwords must be encrypted prior to storage and saved in an encrypted format. Initial passwords (obtained upon account creation, password reset request) provided to a user should be an auto generated preferably one-time password.
  - Audit trails and logs should be available in the system to record user logins, user action/operations, changes done on user profiles / access rights. The audit trail data must be stored in a secured manner and must not be editable by any user.
  - An appropriate error handling scheme should be in place for the solution.

#### **(b) Design, Maintenance and Scheduling of content templates**

- Authorised users at the PBAT should have access to create/Edit/delete templates for the display units.
- Customize the displays of the screen
- Perform contents scheduling. The Scheduling will may vary among the various display units
- Display several screens (Multi Screen Support) in one display unit for e.g display of Maps, court hearings or any plain text message
- Any other functionalities available in user module
- Display Adhoc message on any of the screen at any point in time

#### **4.1.3 User Module**

- Users should also have the possibility to perform the following activities using a web client digital signage application from their personal computer.
  - upload required documents (for e.g daily roll list) in word, pdf, excel format to the Digital Signage System Template or any multimedia files
  - Prior to any uploads in the system, all files / documents should be automatically scanned for malware.
  - copy the files to a specific folder in the shared folder for the information to be displayed in the required Display unit
  - Provide an interface to input adhoc text, video, excel, documents, pdf for any display units

- Perform scheduling of content. The Scheduling will may vary among the various display units

#### **4.1.4 Licenses**

- Bidders must provide adequate number of licenses for the software proposed (as appropriate) and must explain clearly its licensing policy.
- Bidders should include any cost associated with the licensing policy in the Price Schedule Form.

## **5. *HARDWARE***

### **5.1 Main Display Unit**

The main display unit should have an integrated audio and display the following:

The **main display unit (42")** located at the office for members of the public and legal practitioners should display the following:

- Court information about the different cases that are scheduled for that specific court room.
- General Structured information

**The bidder should ensure that the ceiling/wall mounted bracket is of appropriate length to ensure that the Digital Sign board is clearly visible to the public.**

The operating systems of the display units being deployed for the solution be hardened and secured. The latest patch and updates for the systems should as well be installed.

For any android system deployed, the possibility of creating restricted profiles should be available. Restricted profiles should be customisable to include features such as disabling of Bluetooth, USB or Wireless.

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## 5.2 Network and data infrastructures

Bidder will need to quote for installation of data points for the digital Sign boards. Bidders should leverage on existing access level switch. Bidders should quote for all Data Cabling based on Cat6 or better UTP cable.

The proposal should include the necessary cables, trunking, accessories together with their costs (inclusive of labour) to provide a secure working solution for the Digital Signage System. Technical details for each of the equipment proposed should be submitted.

**Bidders should ensure that the projection of the information to the digital sign board does not affect the network performance at the PBAT. Any additional fine tuning/equipment required for optimal performance should be quoted in their proposal.**

The successful bidder will be required to work together with the contact person of the PBAT. Moreover, the selected bidder may be required to perform any cabling works such as drilling after Office hours or on Saturdays.

The successful bidder will be required to work in close collaboration with the Central Information System Division (CISD) and any other parties to make the solution fully operational.

***Any other piece of hardware and appropriate software*** necessary for the proper functioning of the system must be quoted for by the bidder.

## 5.3 High Performance Personal computer (act as server)

- Bidder must quote for a high-performance personal computer to run the Digital Signage CMS, store the Digital Displays contents and any other software required for a secure working solution.
- The personal computer should be connected to a UPS for surge protection during power cut.
- The operating systems of the high performance PC should be hardened (i.e. installation of required service, user accounts with strong passwords, logs for login/logouts etc) and secured.
- The latest patch and updates for its operating systems should be as well installed



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## 6. IT Contingency Plan (ITCP)

- A. Provide a secure solution that will allow protection of data against unauthorised access. The solution proposed should also maintain the confidentiality, integrity and availability of data within the system.
- B. Provide an IT Contingency Plan (ITCP) based on international best practices for the system. An initial draft of the ITCP should be submitted for review to the User representatives at the Testing stage of the project. The ITCP should be finalised in conformity with relevant stakeholders comprising the User Representative, ITSU, CIB, and CISD / IT Team.

The ITCP should include amongst others:

1. A description of the solution and its architecture, detailing any links to existing IT Systems.
2. A structured escalation process workflow (call tree) that lists persons, roles and/or organisations to be contacted as a part of a notification/activation procedure to detect and assess damage, and to activate recovery procedures. Roles and responsibilities of all the various stakeholders involved in the call tree should be clearly defined.
3. Listing of all critical components of the solution implemented (e.g. server, application software, network equipment, telecommunications line, database etc. which may cause the non-availability of the solution.
4. List the relevant threats for each of the critical components identified above and their potential impact.
5. For each of the identified threats, the following should be elaborated:
  - i. The allowable outage time taking into consideration any existing agreements (e.g. Warranty and/or Maintenance Contracts)
  - ii. Recovery procedures that need to be followed if the threat identified occurs and any remedial measures
  - iii. The areas of responsibilities between all the different stakeholders, the Public Bodies Appeal Tribunal (PBAT), the solution provider should be clearly demarcated.

Note: Elements 3, 4 and 5 of the ITCP document can be presented in a table as per the model below:

#	Critical Components	Threats	Potential Impact	Recovery Procedures		
				Allowable Outage Time	Procedures	Responsibility
1.	CMS Server	Cyclone	Water flooded the office causing a server failure	[x] hours as per existing agreement	<ul style="list-style-type: none"> <li>▪ Supplier to troubleshoot and identify which server part(s) have been damaged</li> <li>▪ Initiate actions to replace damaged part(s)</li> <li>▪ Replacement server to be installed and configured</li> <li>▪ Restoration of data on replacement server</li> </ul>	Supplier
		Hardware Failure	Server is down and users of the system are unable to connect to the system	[y] hours as per existing agreement	<ul style="list-style-type: none"> <li>▪ Supplier to bring new server</li> <li>▪ Restoration exercise need to be carried out</li> <li>▪ Testing of new server</li> <li>▪ Bring application up for users to start working</li> </ul>	Supplier
		Power Failure				
		... [add as necessary]				

#	Critical Components	Threats	Potential Impact	Recovery Procedures		
				Allowable Outage Time	Procedures	Responsibility
2.	Network	Failure of GINS Router	System is inaccessible from User site through GINS	[z] hours as per existing agreement	<ul style="list-style-type: none"> <li>▪ User representative contacts CISD / CCU team</li> <li>▪ CCU team intervenes and resolves the issue</li> </ul>	CISD / CCU
3.	Digital Signage Player	Hardware Failure	Digital Signage Player is down and displays do not work.	[y] hours as per existing agreement	<ul style="list-style-type: none"> <li>▪ Supplier to bring new Digital Signage Player</li> <li>▪ Any restoration exercise to be carried out</li> <li>▪ Testing of new Digital Signage Player</li> </ul>	Supplier
		... [add as necessary]				
4.	Main Display Unit	Hardware Failure	Display is down and unable to connect to the system	[y] hours as per existing agreement	<ul style="list-style-type: none"> <li>▪ Supplier to bring new display</li> <li>▪ Testing of display</li> <li>▪ Bring application up for new display to work.</li> </ul>	Supplier
		... [add as necessary]				
5.	... [add as necessary]					

## 7. TRAINING

Bidders will have to dispense training so that there is appropriate and adequate technology transfer that would make end-users fully conversant with the proposed system. Training should encompass system administration as well as use of Digital Signage CMS.

All training will be held at the client's site.

### 7.1 Training on Digital Signage CMS

The training on Digital Signage CMS will be provided as follows:

- **Two (2) officers.** The training will cover administration and operation of the Digital Signage Content Management Systems as described under Administration module at section 4.1.2. These staffs must at the end of the course be able to train other users in standard use of the system.
- **Three (3) users** of normal daily operations of the Digital Signage CMS as described under User Module at section 4.1.3.

### 7.2 Notes on Training

The practical aspects of how to deliver the training in order to minimise disruption to work can best be determined by the PBAT. It is however important to ensure that the training is comprehensive and is timed with the availability of equipment to allow staff to put their newly acquired skills in practice.

The following information is to be provided:

- a. Cost of training
- b. Details of courses to be provided
- c. Number of training sessions
- d. Duration of each training session
- e. Experience of trainers

Comprehensive training material (both in hard copies and soft copies-word format or other editable format) will have to be provided to the staff being trained. The PBAT reserves the right to reproduce the training materials for subsequent in-house training of other staff.

## **8.MISCELLANEOUS**

### **8.1 Site Visit**

Bidders are strongly advised to perform a site visit where the system is to be set up and indicate in their proposal their recommendations on site preparation.

A site visit will be held on **Wednesday 06 December 2023 at 10.00 hrs** at the 4th Floor, Belmont House, Intendance Street, Port Louis. Bidders may contact the PBAT on **2131500** to make necessary arrangements prior to the site visit.

### **8.2 Electrical Requirements (To be reviewed by ESD)**

Bidders should make recommendations concerning or work in collaboration with assigned supplier:

- Electrical requirements for proposed equipment: earthing, power connection, cabling, etc.
- Cooling and environmental requirements for operation of equipment.
- Bidders should provide details of power requirements for each of the equipment.

If the existing electrical system is not adequate, bidders will be expected to make the necessary recommendations **in their proposal**.

***Electrical Installation should however not be quoted for.***

### **8.3 Project Management Plan**

Bidders will also submit a Project Management Plan describing, among other things, the methods to carry out overall management and co-ordination responsibilities if awarded the contract, and the human and other resources the bidders propose to use. The plan must include a detailed implementation schedule in a Gantt chart, showing the tasks, estimated duration, sequence, interrelationship of all key activities and resource assigned needed to complete the contract.

### **8.4 Protection from remote casting/mirroring**

Bidders should propose appropriate security measures to prevent remote casting/mirroring of screen using an unauthorized device.

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## 9. TECHNICAL TABLE

Complete column '**Compliance of Specification Offered**' with the specification of the supplies offered. Also state "comply" or "not comply" and give details of any non-compliance to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

### **Special Note:**

1. References to brand names are intended to be descriptive only and not restrictive. Except for specific items, the Bidder may offer other brand names, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified.
2. Any reference to any brand names by the Purchaser shall not constitute the base case.
3. In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer the specified brand names and models for the following limited number of items:
  - (i) Standard software;
  - (ii) Anti-Spyware software;
  - (iii) Anti-Virus software
4. Relevant ISO certificates for the manufacture/assembly will have to be submitted. In case of absence of relevant certificates at time of commissioning, payment will not be effected.
5. Manufacturer's Authorisation certificates will have to be submitted.

<b>Experience of bidder &amp; support staff. (Bidders should mandatorily submit all information on customer reference sites &amp; staff profiles as per table at Section 7. <u>Incomplete or non-submission may entail rejection of proposal</u>).</b>			
		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
<b>Reference Sites</b>			
No. of reference sites where the bidder has successfully implemented a Complete Solution for <b>Digital Signage CMS including installation of Display Units, Configuration and Cabling Works</b> within the last five years	At least <b>ONE</b> site ( <b>Supported by corresponding testimonials from customers as evidence of satisfactory performance. In case of non-submission of testimonials, reference sites may not be considered</b> )		
<b>Support Staff Qualifications &amp; Experience</b>			
No. of technical staff (Same number of technical staff should be available during implementation stage)	3 - out of which <b>At least 1</b> should be degree holders in an IT or related field and <b>At least 2</b> technical certificate (in computer, electric or electronic) holders with experience in the proposed solution or similar solutions. CVs should be submitted. In case of non-submission of CVs, staff may not be considered.		
Total person-year technical experience of the above 3 staff	<b>6 years</b> – Each staff should have <b>at least 2 years</b> of experience in implementing the proposed solution or similar solutions.		

## 10. TECHNICAL SPECIFICATION

<b>DIGITAL SIGNAGE CMS</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
Set up of the Digital Signage System	Yes, as per section 3.0		
Court Hearing Information	Yes, as per section 3.1		
Web Client Digital Signage CMS for remote administration and configuration	Yes, as per section 4.1.1		
User maintenance	Yes, as per section 4.1.2 (a)		
Design, maintenance and scheduling of contents template	Yes, as per section 4.1.2(b)		
User Module	Yes, as per section 4.1.3		
Licenses	Yes, as per section 4.1.4		
Contents scheduling	Yes		
Automatic player updates	Yes		
Multiscreen support - Flexible layout (Full screen, two or more panels, size and placements)	Yes		
Media library	Yes		
Compatible with Windows, Mac, Web browsers	Yes		

<b>HARDWARE AND OTHER REQUIREMENTS</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
Main Display Units	Yes, as per section 5.1		
Network and data infrastructures	Yes, as per section 5.2		
HIGH PERFORMANCE PERSONAL COMPUTER (ACT AS SERVER)	Yes, as per section 5.3		
Training	Yes, as per section 6.0		
Site visit	Yes, as per section 7.1		
Electrical requirements	Yes, as per section 7.2		
Project Management Plan	Yes, as per section 7.3		
Protection from Remote Casting/Mirroring	Yes, as per section 7.4		



<b>MAIN DISPLAY UNIT 42"</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
<b>Quantity</b>	<b>4</b>		
Make & Model	Yes and Specify		
Country of manufacture	Specify		
Display Type	LED or better		
Screen Size	Min 42"		
User controls	Picture, Audio, Time, Option, Network, My Media, Input list		
Maximum Resolution	Specify		
Interface (USB 2.0, RJ45 Input, command, control and video over Ethernet)	Specify		
Built in Speakers	Yes		
Wall mounted	Yes		
<b>Miscellaneous</b>			
Remote Control	Yes		
Dimensions (W/L/H) (cm)	Specify		
Weight (Kg)	Specify		
Accessories	Cables, etc. to be provided		
Electrical connections	BRITISH BS 1363		
Other Features proposed by supplier	Specify		
Energy Star Compliant	Specify		
EPEAT/ EU Ecolabel Registered	Specify (If EPEAT, State Level)		

<b>HIGH PERFORMANCE PERSONAL COMPUTER (To act as server)</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
<b>Quantity</b>	<b>1</b>		
Computer brand and model	Specify		
Country of Manufacture	Yes and specify		
Proposed vendor should be listed in the Gartner's Market Guide for Enterprise Desktops and Notebooks, 2021 (Table 3, Enterprise PC Vendors - Business PC Sales Market Shares)	Yes		
<b>1. Processor</b>			
Processor	at least Intel Core i7 (11 th Generation)		

Processor Cache	Specify		
<b>2. Motherboard</b>			
Make and Model	Yes, and Specify		
RAM capacity	Min 32 GB		
Type of RAM	DDR4 or better		
<b>3. Communications</b>			
Ethernet Port (10/100/1000 Base T)	Min 1		
USB ports	Min 4		
<b>4. Mass Storage Drives</b>			
Fixed: Number of Internal hard disks	2		
Capacity of Hard Disk	2 TB each		
Hard Disk Type	SSD storage or better		
Partitioning of disk for OS and Data	Yes		
<b>5. Input Devices</b>			
US Qwerty Multimedia keyboard	Yes		
Mouse	Yes		
<b>6. Multimedia Facilities</b>			
Internal DVD-RW Drive	Yes		
Sound Card	Yes		
Microphone	Yes		
<b>7. Visual Display Unit</b>			
Brand and model	Yes and Specify		
Country of Manufacture	Specify		
Screen type	Colour Flat Panel		
Technology	LED or better		
Screen size	at least 19"		
<b>8. Standard Software</b>			
Windows 11 Professional (or latest version)	Windows 11 Professional must be preinstalled on the PCs. Licenses for Windows 10 Professional must be provided (Not Applicable for OEM and related Licenses). <b>All licenses (excluding OEM and related licenses) should be issued to the Government of Mauritius</b>		

	Windows Media Kit or Recovery CD or any other acceptable alternative to be provided		
	Appropriate mechanism to certify genuineness of software to be provided		
Microsoft Office Home and Business 2021 (or Latest) (including Word, Excel, PowerPoint, Outlook...).	Yes, Preinstalled		
<b>9. Green IT</b>			
<b>9.1 Visual Display Unit</b>			
Energy Star Compliant	Yes		
<b>9.2 Personal Computer</b>			
Energy Star Compliant	Yes		
EPEAT/ EU Ecolabel Registered	Yes, Specify (If EPEAT, State Level)		
<b>10. Miscellaneous</b>			
Electrical Connections	British BS 1363		

**(UPS technical requirement by ESD)**

UPS			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
Quantity	1		
Make	Specify (Mandatory)		
Country of origin	Specify (Mandatory)		
Nominal capacity	Minimum 750VA Bidder to specify if additional capacity is required		
Type			
Online Double Conversion	Yes		
Use	Yes		
High performance Personal Computer and any associated accessories	Yes		
Others	Specify		
Input voltage	230V $\pm$ 6% (single phase)		
Output voltage	230V (single phase)		

<b>Input frequency</b>	50Hz $\pm$ 1.5Hz		
<b>Output frequency</b>	50Hz		
<b>Surge Protection</b>	Specify		
<b>Maximum Response time</b>	< 2 ms, preferably Zero (non-delayed)		
<b>Sockets</b>	Minimum 4 Nos Socket 3-Pin 13A BS1363		
<b>Batteries</b>			
Rechargeable and replaceable	Yes		
maintenance free (2 years)	Yes		
sealed type	Yes		
<b>Operating temperature</b>	0°C to 40°C		
<b>Noise level</b>	< 55 dbA at 1m		
<b>Standard</b>			
BS 5750/ISO 9000/EN50091-3/IEC 60950	Specify(Mandatory)		
<b>Features</b>			
Audible alarms for Voltage	yes		
frequency, current, overload and fault conditions	yes		
LED indicators	yes		
Min 3 mins at full load & Min 10 min at half-load	yes		
Circuit Breaker reset button	Specify		
<b>Environmental Compliance</b>			
Power saving capability and Eco friendly	Yes		
Warranty for battery	Min 2 years		
<b>Main Plug</b>			
Heavy Duty 3-Pin 13A BS1363	Yes		

Other Requirements			
Technical Specification Required		Compliance of specification Offered	Details of non-compliance if applicable
Supply, Install and commission the proposed equipment and application Software.	Yes		
All software proposed should come with valid licenses and certificate of authenticity (where applicable). <b>All licenses (excluding OEM and related licenses) should be issued to the Government of Mauritius.</b>	Yes		
All software licenses proposed should be able to cater for previous versions of the software at no additional cost. Bidder has to submit relevant evidence to this effect.	Yes		
Bidders should provide the latest version of all software proposed at the time of delivery without any change in cost.	Yes		
Elaborate an IT Contingency Plan for the solution proposed.	Yes, as per Section 6		
Relevant technical brochure (Original documentation) for all items proposed to be submitted	Yes		
WARRANTY and Maintenance Agreement	<p>Warranty Period For <b>Digital Signage CMS</b> shall be minimum duration of <b>1 year</b> and all other hardware equipment (Main display units ,player, UPS, Personal computer, etc) shall be minimum <b>3 years</b> and shall include labour, parts and transport.</p> <p>During the warranty period the services provided by the Bidder should cover at least all the requirements mentioned in the Maintenance Contract which is available at <a href="http://cib.govmu.org">http://cib.govmu.org</a></p>		

	<p>The Maintenance Services should cover the services requested in Maintenance Contract which is available at the CIB Download Centre at <a href="http://cib.govmu.org">http://cib.govmu.org</a></p> <p>Bidders are to comply with all these requirements unless specifically waived by the Purchaser.</p>		
<p>Bidder undertakes to maintain the equipment for a period of up to five years (inclusive of warranty) should the purchaser wish to enter into a maintenance contract as per conditions of Specimen Maintenance Contract at the CIB Download Centre <a href="http://cib.govmu.org">http://cib.govmu.org</a></p>	<p>The maintenance charges quoted in the Price Schedule should include labour, parts &amp; transport for first 5 years (inclusive of warranty)</p> <p>For the financial Evaluation, the overall cost of the proposal will be the sum of the cost of equipment, software, installation &amp; commissioning and the maintenance charges for the first five years (inclusive of warranty) and any other cost involved.</p>		
<p>Support service in the absence of a maintenance contract</p>	<p>The Bidder should undertake to provide parts over at least 5 years following the purchase of the equipment.</p> <p>Bidders should also provide maintenance services for the equipment at least on an intervention basis for the 6th and 7th year of operation.</p>		

**Specification and Compliance Sheet Authorised By:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_



**Specification and Compliance Sheet Authorised By:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

Authorised for and on behalf of: \_\_\_\_\_ (DD/MM/YY)

Company: \_\_\_\_\_



## **PART 3 - Contract**

## **Section VI. General Conditions of Contract**

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office [ppo.govmu.org](http://ppo.govmu.org) under Ref. G/RFQ-GCC4/11 21

## Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(h)</b>	The Purchaser is: <b>Public Bodies Appeal Tribunal</b>
<b>GCC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is/are: <b>The Public Bodies Appeal Tribunal, 4<sup>th</sup> Floor, Belmont House, Intendance Street, Port Louis.</b>
<b>GCC 8.1</b>	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: <b>The Secretary, Public Bodies Appeal Tribunal</b>  Street: <b>Intendance Street</b>  Floor/ Room number: <b>4<sup>th</sup> Floor, Belmont House</b>  City: <b>Port Louis</b>  Country: <b>Mauritius</b>  Telephone: <b>213 1500</b>  Fax number: <b>2131506</b></p>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>Contracts with Supplier national of Mauritius:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.</p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by Suppliers are:  <b>NOT APPLICABLE</b></p> <p><i>Sample provision</i></p> <p><i>(a) For Goods supplied from overseas on CIF/CIP terms the (Purchaser as consignee):</i></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company, in writing, the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination.</p>

In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the airway-bill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:

- (i) three originals and two copies of the Supplier's invoice, showing Purchaser as [ *enter correct description of Purchaser for customs purposes*]; the Procurement Reference number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;
- (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [ *enter correct name of Purchaser for customs purposes* ] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or air waybill marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
- (iii) four copies of the packing list identifying contents of each package;
- (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
- (vi) one original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);
- (viii) any other procurement-specific documents required for delivery/payment purposes.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

	<p><b>(a) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):</b></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) one original and two copies of the Supplier’s invoice, showing Purchaser, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</li> <li>(ii) two copies of the packing list identifying contents of each package;</li> <li>(iii) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;</li> <li>(iv) one original of the Supplier’s Certificate of Origin covering all items supplied;</li> <li>(v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</li> <li>(vi) other procurement-specific documents required for delivery/payment purposes.</li> </ul> <p><b>(b) For goods from local manufacturers:</b></p> <p>46.3.1.1 one original and two copies of the Supplier’s invoice, showing Purchaser, the Procurement Reference number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>46.3.1.2 two copies of the packing list identifying contents of each package;</p> <p>46.3.1.3 original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and</p> <p>46.3.1.4 other procurement-specific documents required for delivery/payment purposes.</p>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.

GCC 16.1	<p><i>[Sample provision] - NOT APPLICABLE</i></p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(a) <b>Payment for Goods supplied from overseas supplier on CIP/CIF basis (the purchaser as consignee):</b></p> <p>Payment of foreign currency portion shall be made in <i>[insert: currency of the Contract Price]</i> in the following manner:</p> <p>(i) <b>On Shipment:</b> Ninety (90) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11 or, alternatively, cash against document by direct bank transfer to the Supplier's nominated bank account. Opening charges and charges for amendment of the letter of credit at the request of or due to a fault or default of the Purchaser are for the account of the Purchaser. Confirmation charges and charges for amendment to letters of credit at the request of or due to a fault or default on behalf of the Supplier are for the account of the Supplier.</p> <p>(ii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within 21 working days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in Mauritian Rupees within twenty-one (21) working days of presentation of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>(b) <b>Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:</b></p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows:</p> <p><b>On Acceptance:</b> The Contract Price of Goods received shall be paid within twenty-one (21) working days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p>
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	<p><b>(c) Payment for goods from local Manufacturer:</b></p> <p>Payment for Goods and Services supplied from local manufacturers shall be made in Mauritian Rupees as follows:</p> <p>(i) <b>On Acceptance:</b> The Contract Price of Goods received shall be paid within twenty-one (21) working days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>In case the Supplier is a Small and Medium Enterprise, the Purchaser undertakes to effect payment after supply of the goods items to the satisfaction of the Purchaser within 14 days from date of invoice, and subject to the Supplier submitting all required documents.</p> <p><i>[Please note that percentages may be changed to meet procurement specific requirements or trade norms.]</i></p>
<b>GCC 16.4 (b)</b>	Local Suppliers shall be paid in Mauritian Rupees only. The prices <b>shall not</b> be adjustable to fluctuation in the rate of exchange.
<b>GCC 16.5</b>	Interest shall be payable immediately after the due date for payment.  The interest rate shall be the legal rate.
<b>GCC 18.1</b>	A Performance Security <b>shall not be required.</b>
<b>GCC 18.3</b>	If required, the Performance Security shall be denominated in <i>[insert "a freely convertible currency acceptable to the Purchaser" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price (exclusive of VAT)"]</i> – <b>Not Applicable</b>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <i>[ insert date if different from the one indicated in sub clause GCC 18.4]</i> – <b>Not Applicable</b>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i> – <b>Not Applicable</b>

<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p> <p><b>Not Applicable</b></p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows:</p> <p><b>Not Applicable</b></p>
<b>GCC 26.1</b>	<p>The inspections and tests shall be:</p> <p>Suppliers will have to deliver, install (including registration of software) and perform configuration &amp; commissioning of equipment. It is the responsibility of the supplier to make the entire system fully operational. The Central Information Systems Division (CISD) will be involved in the verification of the complete solution.</p>
<b>GCC 26.2</b>	<p>The Inspections and tests shall be conducted at: <b>The Public Bodies Appeal Tribunal, 4<sup>th</sup> floor, Belmont House, Intendance Street, Port Louis.</b></p>
<b>GCC 27.1</b>	<p>The liquidated damages shall be: The liquidated damage shall be 1% of contract value per week</p>
<b>GCC 27.1</b>	<p>The maximum amount of liquidated damages shall be: 10 % of contract value</p>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be:</p> <p>Warranty period will start after CISD has successfully commissioned the equipment.</p> <p>During the warranty period, the company should undertake to attend to problems reported within 3 hours of notification of problem/defect. In case the company staff cannot resolve the problem within 24 hours after their arrival, the company should lend the department, free of charge, equivalent equipment with the relevant software.</p> <p>Relevant charges should be included in the cost of the proposal.</p>



<b>GCC 28.5</b>	The period for repair or replacement shall be: <b>as per maintenance contract from CIB Website (<a href="https://cib.govmu.org">https://cib.govmu.org</a>)</b>
<b>Delivery and Documents</b>	The Purchaser expects to have the equipment delivered, installed, and commissioned within <b>EIGHT (8) WEEKS</b> from the date of signature of contract. Appropriate training will also have to be dispensed within the 2 Months' time frame.
<b>Terms of Payment</b>	<ul style="list-style-type: none"> <li>- <b>90 %</b> payment will be effected after successful commissioning; and</li> <li>- the rest <b>10%</b> payment will be effected after the warranty period of one year</li> </ul>
<b>Taxes and duties</b>	As regards VAT, if the Supplier fails to quote separately for VAT in the Price Schedule of tender as instructed, his tender price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.
<b>Language</b>	All bidding documents or bids or proposals or contract documents shall be in "English".
<b>Inspections and Tests</b>	Suppliers will have to deliver, install all hardware equipment including the Digital Signage CMS System and perform configuration & commissioning of equipment. It is the responsibility of the supplier to make the entire system fully operational. The Central Information Systems Division (CISD) will be involved in the verification of the complete solution.
<b>Liquidated Damages</b>	The liquidated damage shall be 1% of contract value per week The maximum amount of liquidated damages shall be: 10 % of contract value.
<b>Warranty</b>	<p>The period of the warranty for the Digital Signage CMS System shall be at least <b>1 year and</b> all other hardware equipment (Main display units, player, UPS, Personal computer, etc) shall be 3 years after successful commissioning and testing of complete system.</p> <p>Warranty period will start after CISD has successfully commissioned the equipment</p> <p>During the warranty period, the company should undertake to attend to problems reported within 3 hours of notification of problem/defect. In case the company staff cannot resolve the problem within 24 hours after their arrival, the company should lend the department, free of charge, equivalent equipment with the relevant software.</p> <p>Relevant charges should be included in the cost of the proposal.</p>

## **Section VIII. Contract Forms**

### **Table of Forms**

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# 1.Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: **number** ]* day of *[ insert: **month** ], [ insert: **year** ]*.

BETWEEN

- (1) *[ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { Mauritius }, or company incorporated under the laws of {Mauritius} ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), and*
- (2) *[ insert name of Supplier ], a company incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract

- (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## 2. Form of key Financial Information Extracted from Audited Accounts/Financial Statements

Financial data in the currency reported in the Audited Accounts/Financial Statements	Historical Information			Remarks By BEC
	Previous years	Last year	Current year	
Statement of Financial Position (Information from Balance Sheet)				
A. Current Assets				
B. Current Liabilities				
Working capital ratio or current ratio( A/B)				
Quick ratio or Acid Test ratio (Current Asset net of stock / B)				
C. Total Assets				
D. Total Liabilities				
Net Worth( C-D)				
Cash in hand and at Bank				
Bank Overdrafts				
Other Liquid Assets				
<b>Information from Income statement</b>				
Key Profitability Indicators in the currency reported in the Audited Accounts/Financial Statements	Previous years	Last year	Current year	
Turnover				
Profit /(Loss )Before Tax				
Taxation				
Net Profit /(Loss) After Tax				
$\frac{(\text{Net profit After tax})}{(\text{Turnover})} \times 100$				
<u>Certified by Bidder that information are true extract from Audited Accounts/Financial Statements</u> Name: Signature: Capacity: Date:				