

PUBLIC BODIES APPEAL TRIBUNAL

BIDDING DOCUMENTS
Issued on: 30 October 2023

for

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

Procurement Reference No: PBAT/2023-24/ONB1

Project: *Supply, Installation and Commissioning of a Digital
Recording 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**;

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. ¹ 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 party²;
- (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;³
- (iii) “collusive practice” is an arrangement between two or more parties⁴ 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 party⁵ 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

¹ 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.

² “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.

³ “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.

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

⁵ “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^b 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
- 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

^b 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.

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

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

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

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

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

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) 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: The Public Bodies Appeal Tribunal
ITB 1.1	<p>The name and identification number of the Procurement are: <i>Supply, Installation and Commissioning of a Digital Recording System at the Public Bodies Appeal Tribunal</i></p> <p>The number, identification and names of the lots comprising this Procurement are: PBAT/2023-24/ONB1</p> <p>The Invitation for Bids has been issued through an Open National Bidding procedure.</p>
ITB 1.1	The name of the Project is: Supply, Installation and Commissioning of a Digital Recording System at the Public Bodies Appeal Tribunal
ITB 2.1	The Funding Agency is: Republic of Mauritius
ITB 3.3	<p>(a) The address to file challenge in respect of this procurement is: The Secretary, Public Bodies Appeal Tribunal, 4th Floor, Belmont House, Intendance Street, Port Louis</p> <p>(b) The address to file application for review is: The Chairperson Independent Review Panel, 5th Floor Belmont House Intendance Street Port Louis Tel : +2302602228 Email : irp@govmu.org</p>

ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Mauritius is available at ppo.govmu.org</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr.</p>
B. Contents of Bidding Documents	
ITB 8.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: The Secretary, Public Bodies Appeal Tribunal Address: 4th Floor, Belmont House, Intendance Street Country: Mauritius Telephone: 213 1500 Fax number: 213 1506 Electronic mail address: rsoocan@govmu.org</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>
C. Preparation of Bids	
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: Refer to technical specification for technical documents and including profit and Loss, financial statement for last 3 years.</p>
ITB 14.1	<p>Alternative Bids shall not be considered.</p>
ITB 15.5	<p>The Incoterms edition is: Incoterms 2010 – Not Applicable</p>
ITB 15.6 (b) (i), (ii)	<p>For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms: Not Applicable</p>
ITB 15.7	<p>The prices quoted by the Bidder: shall not be adjustable.</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 prices not adjustable to rate of exchange</p>

ITB 19.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Five (5) years
ITB 20.1 (a)	Manufacturer's authorization is not required
ITB 20.1 (b)	After sales service is required
ITB 21.1	The bid validity period shall be ninety (90) days .
ITB 22.1	The bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 22.3	The amount of the Bid Security shall be <i>[insert amount]</i> Not Applicable
ITB 22.8	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.
ITB 23.1	In addition to the original of the bid, the number of copies is: Two (2) - One hardcopy - One Softcopy on CD
	D. Submission and Opening of Bids
ITB 24.1	Bidders shall not have the option of submitting their bids electronically.
ITB 24.1 (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> – Not Applicable
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: PBAT/2023-24/ONB1
ITB 25.1	For bid submission purposes, the Purchaser's address is: Attention: The Secretary, Public Bodies Appeal Tribunal Address: Intendance Street Floor-Room number: 4th Floor, Belmont House, City: Port Louis Country: Mauritius

	<p>The deadline for the submission of bids is:</p> <p>Date: Thursday 30th November 2023</p> <p>Time: 13.00 hrs (Local Time)</p>
ITB 28.1	<p>The bid opening shall take place at: The Public Bodies Appeal Tribunal</p> <p>Street Address: Intendance Street</p> <p>Floor/ Room number: 4th Floor, Belmont House</p> <p>City: Port Louis</p> <p>Country: Mauritius</p> <p>Date: Thursday 30th November 2023</p> <p>Time: 13.15 hrs (Local Time)</p>
ITB 27.1	<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>- Not Applicable</p>
	E. Evaluation and Comparison of Bids
ITB 35.1	<p>Bid prices expressed in different currencies shall be converted in: - Not applicable</p> <p>The source of exchange rate shall be: - Not applicable</p> <p>The date for the exchange rate shall be - Not applicable</p>
ITB 36.1	<p>A margin of preference shall not be applicable to local Small and Medium Enterprises as indicated in Section III.</p>
ITB 37.3(a)	<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>

ITB 37.3(d)	<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: No</p> <p>(b) deviation in payment schedule: No</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: No</p> <p>(d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid: No</p> <p>(e) the projected operating and maintenance costs during the life of the equipment: No</p> <p>(f) the performance and productivity of the equipment offered: No</p> <p>(g) <i>[insert any other specific criteria]</i> No</p>
ITB 37.6	<p>Bidders shall not 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>
F. Award of Contract	
ITB 42.1	<p>The maximum percentage by which quantities may be increased or decreased is: 10 %.</p>

Section III. Evaluation and Qualification Criteria

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples referred to in this section or other acceptable wording, and delete the text in italics]

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/ONBI**

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>
<p>6. Bidder's Authorized Representative</p> <p style="margin-left: 20px;">Name: <i>[insert Authorized Representative's name]</i></p> <p style="margin-left: 20px;">Address: <i>[insert Authorized Representative's Address]</i></p> <p style="margin-left: 20px;">Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p style="margin-left: 20px;">Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><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.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1.</p> <p><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.</p>

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/ONBI**

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>
<p>6. JV's Party Authorized Representative</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><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.</p> <p><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.</p>

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]*

Appendix to Bid Submission Form

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 Price (Rs) (Including VAT)	Total Cost (Rs) (Including VAT)	Total Maintenance or Renewal Charges (if any) including VAT, labour, parts & transport for first 5 years inclusive of warranty, which should cover at least the same requirements as per conditions in Sample Maintenance Contract available at the CIB Download Centre http://cib.govmu.org				
				Year 1	Year 2	Year 3	Year 4	Year 5
Digital Recording System Software (DRS) including customization, installation, hardening and commissioning	LOT			Warranty				
Application for access to Audio files by Transcriber/word processing officers	LOT			Warranty				
ANTIVIRUS SOFTWARE								
Antivirus License for the VM at GOC including installation and configuration	1			Warranty	Warranty	Warranty		
TRAINING								
Training on DRS Solution, Transcribers, Operation of Network attached storage, backup of recorded files	LOT							
Others (please specify)								
TOTAL								

RATE FOR APPLICATION MODIFICATIONS, ENHANCEMENTS AND/OR DEVELOPMENT INCLUDING VAT(RS)

(To be used during periods of warranty and maintenance contract)

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate per Person Month (1 Person month = 22 Person days)					

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, training and 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.

Signature: _____

Name: _____

Position: _____

Date: _____

Authorised for and on behalf of: _____

(DD/MM/YY)

Company: _____

Manufacturer's Authorization – (Not Applicable)

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Cost Structure for Value Added Calculation per Product

<u>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</u>		
	Rs	Rs
Raw Materials, Accessories & Components		
• Imported (CIF)
• Local
Labour Cost		
• Direct Labour
Direct Factory Expenses		
• Operating Cost of Machine
• Expenses related for finishing of goods
• Packaging costs
Cost of Factory Overheads		
• Electricity
• Rates & Insurance
• Telephone
• Rent
• Depreciation
• Interest on Loans
• Direct Consumables
• Indirect Labour Charges (factory employees)
Other (please specify)		
•
•
•
TOTAL COST		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

- The cost structure should be certified by a Certified Accountant

Notes on Locally manufactured goods

Locally Manufactured Goods -Value-added criterion

The goods have been produced in Mauritius wholly or partially from imported materials (or materials of unknown origin) and the value added resulting from the process of production accounts for at least 25% of the ex-factory cost of the finished product.

Explanation:

The value added is the difference between the ex-factory cost of the finished product and the c.i.f. value of imported materials used in production.

Ex-factory cost means the value of the total inputs required to produce a given product. In applying this criterion, domestic material content may be either low or non-existent in the composition of the products.

Calculation of ex-factory cost:

The following costs, charges and expenses should be included:

(a) The cost of imported materials, as represented by their c.i.f. value accepted by the Customs authorities on clearance for home consumption, or on temporary admission at the time of last importation in Mauritius where they were used in a process of production, less the amount of any transport costs incurred in transit.

Provided that the cost of imported materials not imported by the manufacturer will be the delivery cost at the factory but excluding customs duties and other charges of equivalent effect thereon;

(b) The cost of **local materials**, as represented by their delivery price at the factory;

(c) The cost of **direct labour** as represented by the wages paid to the operatives responsible for the manufacture of the goods;

(d) The cost of direct factory expenses, as represented by:

- the operating cost of the machine being used to manufacture the goods;
- the expenses incurred in the cleaning, drying, polishing, pressing or any other process, as may be necessary for the finishing of the goods;
- the cost of putting up the goods in their retail packages and the cost of such packages but excluding any extra cost of packing the goods for transportation and the cost of any extra packages;
- the cost of special designs, drawings or layout; and the hire of tools, or equipment for the production of the goods.

(e) The cost of **factory overheads** as represented by:

- rent, rates and insurance charges directly attributed to the factory;
- indirect labour charges, including salaries paid to factory managers, wages paid to foremen, examiners and testers of the goods;
- power, light, water and other service charges directly attributed to the cost of manufacture of the goods;
- consumable stores, including minor tools, grease, oil and other incidental items and materials used in the manufacture of the goods;
- depreciation and maintenance of factory buildings, plant and machinery, tools and other items used in the manufacture of the goods

The following costs, charges and expenses **should be excluded**:

(a) **Administration expenses** as represented by:

- office expenses, office rent and salaries paid to accountants, clerks, managers and other executive personnel;
- directors' fees, other than salaries paid to directors who act in the capacity of factory managers;
- statistical and costing expenses in respect of the manufactured goods;
- investigation and experimental expenses.

(b) **Selling expenses**, as represented by:

- the cost of soliciting and securing orders, including such expenses as advertising charges and agents' or salesmen' commission or salaries;
- expenses incurred in the making of designs, estimates and tenders.

(c) **Distribution expenses**, represented by all the expenditure incurred after goods have left the factory, including;

- the cost of any materials and payments of wages incurred in the packaging of the goods for export;
- warehousing expenses incurred in the storage of the finished goods;
- the cost of transporting the goods to their destination.

(d) **Charges not directly attributed to the manufacture of the goods**:

- any customs duty and other charges of equivalent effect paid on the imported raw materials;
- any excise duty paid on raw materials produced in the country where the finished goods are manufactured;
- any other indirect taxes paid on the manufactured products;
- any royalties paid in respect of patents, special machinery or designs; and
- finance charges related to working capital.

PART 2 – Supply Requirements

Section V. Schedule of Requirements

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1. List of Goods and Delivery Schedule – (Not Applicable)

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>

2. List of Related Services and Completion Schedule – (Not Applicable)

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

3. Technical Specifications

1. Introduction

The Public Bodies Appeal Tribunal (PBAT) intends to implement a Digital Recording System (DRS) for its tribunal falling under its jurisdiction. Transcribers/Work Processing Operators will transcribe the hearings into word documents for record purposes. An interface is required for transcribers/other authorized users to have access to audio files and log notes.

2. Scope of the Project

(i) Provisioning of Digital Recording System to provide for:

- High Quality digital recordings (audio) of the Tribunal hearing sessions;
- Capturing and managing only digital audio recordings and associated annotations;
- An electronic note-taking program which create quick notes, and automatically insert time-stamps with a hyperlink to the associated audio Transcribing of sessions by transcribers/ Audio Typists;
- Playback by the Chairperson, transcribers and Word Processing Operators (WPOs).

3. Items to be quoted by Bidders

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

Digital Recording System

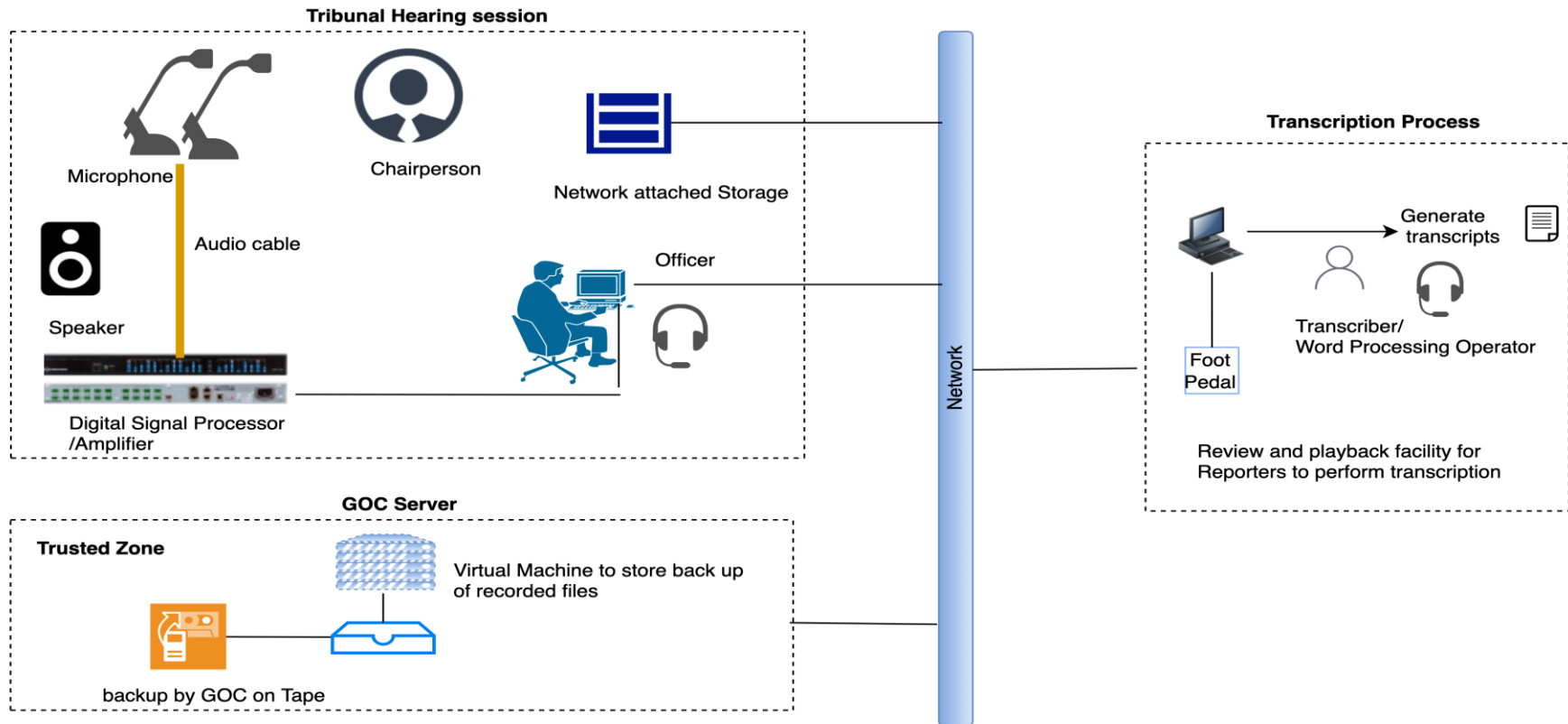
- Hardware (Notebook, Foot pedal, peripherals)
- Application Software for DRS
- Audio Equipment (microphones, mixer, feedback suppressor, headset, speaker, etc.)
- Cabling/trunking

- Rack/Data Cabinet with Fan
- Antivirus software
- Notebook with Microsoft Office Home and Business 2021 (or Latest) (including Word, Excel, PowerPoint, Outlook...)
- licenses for using the DRS application software
- Training
- Any other item which will make the solution workable

Any other hardware item, software item and/or alternative configurations necessary for the proper functioning of the system must be quoted for by the bidder. ***Bidders will have to explain how these variations would still fully comply with the overall specifications requested hereafter.***

4. Proposed Architecture for the DRS

Digital Recording Process



4.1 Set up at Court Room

- 1 Notebook will be used by the Officer in the tribunal for recording, tagging and playback.
- 6 Microphones for digital recording of the tribunal hearings. Microphones should be high sensitive uni-directional to ensure best possible voice quality and separation. **Microphones should be fixed in such a way so as to reduce any noise or Larsen during hearings.** The settings of the proposed microphones should be separately adjustable.
- Chairperson should be provided with the possibility to mute any of the 6 microphones
- Fully configurable audio mixer with multi-channel output to separate channel for each microphone
- The playback for any hearings should be audible in the public addressing system (loud speaker).
- All recorded sessions and log notes should be primarily stored in encrypted format in the Notebook and transferred securely in real time to the Network Attached Storage (NAS) device installed in the Tribunal. The encrypted files from the NAS device should ultimately be transferred to the VM at the GOC which is attached to external storage.
- It should be possible to access the recordings (Audio and Log notes) using GINS from the Network Attached Storage.

4.1.1 Protection from unauthorized access

Bidder need to ensure that the files from personal computer are protected from unauthorized access. Unauthorized users should not have the permission to copy the files. Users should only have access to play the files from the Notebook.

The solution provided should have end-to-end encryption. Files should be protected by making use of client-side encryption, encryption in transit, and encryption at rest.

The system should provide access to decrypted contents solely to the authorized users of PBAT. External parties to the PBAT (such as backup provider, service provider) should not be able to access the solutions' decrypted contents.

4.2 Operation of NAS devices

The bidder should quote for the following functionalities among others

- The transfer of encrypted files from NAS to Storage Device located at the GOC. The job should allow scheduling transfer of files over a secured channel.
- The system should enable logging, monitoring and support for data encryption.
- The system should provide access to decrypted contents solely to authorized users of PBAT.
- It should be possible to trigger an adhoc transfer from NAS to Central storage anytime by authorised users.
- An authorised user should be able to search/view files in the network attached device (NAS).
- Alert mechanisms should be implemented to notify administrator about failure to transmit files.
- Files on the Network Attached Storage (NAS) will be kept for a period of **45 days** before being overwritten by new recordings. A parameter should be available for system administrator to maintain the 45 days.
- The Supplier will be required to work together with PBAT for a backup plan.

4.3 Transcription process

- The word processing officers (Transcribers) will access audio files and log notes from the Network Attached Storage for transcription process. They will be using their existing Notebook for the transcription process.
- Bidders will be required to propose three foot pedals and three Heavy duty headset for the transcribers

Bidders are required to provide a detailed diagram of the proposed solution explaining the set up of the DRS application at Tribunal and the file transfer process from PC to NAS and eventually to Central Storage. The set up of various devices should be shown clearly.

5. System Requirements

Bidder should also quote for the following items to make the solution workable:

5.1 Digital Recording System (DRS) Software

- The software should have already been developed, thoroughly tested and implemented successfully. It should work without any significant customisation except for some essential modifications to make the system fully compatible with local operational procedures. The cost of such customisation should form part of the financial proposal.
- Full details should be given in respect of the reference site(s) where the DRS is up and running. Information on the site such as number of users and a general idea on the workload should be provided.
- The successful bidder should ensure all factory set, default or standard passwords are changed as required, disable protocols, interfaces and services not being used.

5.1.1 Features of Digital Recording Systems

The software proposed by bidders for the Digital Recording Software should include the features listed below:

Play back options

- Instant Playback/browsing in Chairperson chambers and tribunal by authorised users
- Playback of 1 or more recorded voice files simultaneously

Tagging/Annotation

- Tagging facilities in tribunal
- Print-out of tagging details for any case
- Logs to record all access to the solution

Facilities for Transcription

- Cut any specific recording into small sections for transcription by Audio typists
- Combine the transcribed individual portions into one complete document
- Transcription to be done with Microsoft Word

Management of recorded files

- Creation of folder for each case
- Store each case recording and log notes in a digital format with a continuous time stamp
- The solution should protect files by making use of client-side encryption, encryption in transit, and encryption at rest.
- Secure logical access to all devices/equipment which form part of the solution

Search Facility

- The DRS should allow search and retrieval of audio recordings of proceedings by a particular case/case number/parties, time, channels, combination of dates, court-room no.

Public Addressing System

- The DRS should have an integrated Public Addressing System. Any recordings when played should be audible to the audience. Moreover, anything spoken on the microphones located in the tribunal should also be heard through the speakers.

Quality of recording

- Mixer should be tune to allow recording to be clearly audible from the middle range of the equaliser/volume.
- There should be no hindrance from Air conditioner
- Bidder should propose sensitive microphone and ensure that feedback suppressor is used to eliminate any noise or Larsen effect
- Feature to mute the microphone if they are not being actively used

Access to recordings

- A transcriber/word processor should be given access to recordings for a specific case
- The process to give access to users should be easy, user friendly and fast
- Only authorised users should be able to access the system via an authentication mechanism (username and password).
- Availability of an interface for users to change their password (after authentication).
- Proposed solution to incorporate features to prevent unauthorised data extraction or tampering.

Scheduled/automated recordings

- The System should include the option to automate or schedule a recording

Features of headsets

- Noise cancelling microphone
- Wearing styles: Over-the-head, Binaural and Monaural options
- Plug-and-play connectivity
- Adjustable T-Pad headband and bendable microphone

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.

6 Hardware

6.1 Backup of Audio and Transcription data

The Government online will provide a VM connected to an external storage unit which should be configured by the bidder to receive backup of the audio and the transcription data from the Network Attached Storage at the Tribunal. The audio and Transcription data encrypted will subsequently be backed up by GOC backup solution using Vaeem.

The VM will be based on Intel Operating Systems and provided by GOC on the G-Cloud as per the table below:

Table 4.1: Supported Operating Systems

<i>SERVER LOCATION</i>	<i>SUPPORTED OPERATING SYSTEMS</i>
GOC Server Room	<p><i>Intel-based Platform:</i></p> <ul style="list-style-type: none"> ➤ <i>Windows Server 2016 R2</i> ➤ <i>Linux Operating Systems</i> ➤ <i>Other Intel Operating Systems can be made available under special request</i> ➤ <i>Solaris and SPARC-based OS are not supported on G-Cloud</i>

The Successful Bidder will be responsible for configuration of the job to pull information from the Network attached storage with assistance of GOC.

The system should abide with the GOC security policy and any other systems security policies with which it will be interfacing and to fix the identified vulnerability without any additional cost.

6.2 Cabling and accessories

The following should be provided:

- Cabling works from switch to NAS
- NAS to Notebook
- Digital Recording System (Audio Mixer) to Notebook.
- Cabling and connectors for all microphone base units to Mixer
- Floor cables need to be housed using metal trunking or any other alternative solutions to prevent damage. Bidder should also ensure that the step up minimise any risk of tripping.

It will be the responsibility of the selected bidder to make the connectivity fully operational, in collaboration with the Central Information Systems Division and other suppliers/service providers (if applicable).

Note: Data cable and Audio cable should be routed in separate trunking.

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

6.3 Installation of data points and networking equipment

Data Cabling and Accessories

Bidders are recommended to effect a site visit and quote for the cabling works /the network equipment as per requirement of the proposed setup.

The following conditions may need to be fulfilled:

- a) A Structured Cabling System
- b) Any data point (RJ45 information outlets) will be connected to patch panels (existing) via *cat 6 or better, 8 core UTP* cable
- c) Cross patching should ensure that each data point connected to patch panel is linked through *cat 6 or better, 8 cores UTP* cable to a switch port
- d) A flying RJ45-RJ45 patch cord will connect each peripheral to its information outlet.
- e) The information outlets will be floor or wall mounted
- f) All cables will be housed in appropriate trunking

LAN Architecture

The following should be quoted in the proposal to ensure a structured cabling system:

- a) Adequate number of switches to achieve maximum network throughput at each site
- b) Bidders are expected to quote for all Data Cabling based on Cat6 or better UTP cable
- c) The necessary cables, trunking (if any) and accessories together with their costs (inclusive of labour).

- d) Appropriate controls should be implemented on network devices (i.e. switches) to ensure the protection of information in networks. Such controls should include, amongst others, features such as strong authentication mechanism, hardening of devices.
- e) Encryption features should be provided for on network and communication channels to ensure that data in transit is protected.

Other LAN requirements

Note:

- 1) Any networking equipment (switch, ...) need to be housed in data cabinets along with patch panels.
- 2) A detailed network topology /architecture for the various sites should be proposed and a properly labeled layout (for example, showing clearly the used and free ports on the switches) of the network design should be handed over to the Purchaser by the successful bidder during commissioning.
- 3) Bidders are requested to work out the optimum configuration for the switch so that a **30% spare ports capacity is available on each site** to accommodate future requirements. For example, if the requested number of data points at a particular site is 5, a switch of minimum total port capacity 8 will be acceptable.

7. General Notes

Any software and/or hardware required for the proper functioning of the system must be quoted for. Bidders will supply all details of the quoted software or hardware.

Bidders should quote for the installation and configuration of the software and/or hardware.

Additionally, successful bidder will provide auditable documents and regular progress reports on the project to the PBAT.

The successful bidder must aim to provide a comprehensive secure solution that will allow protection against unauthorised access and which will maintain its confidentiality, integrity and availability. The selected bidder must implement extensive security measures to address security risks in order to deliver the secure solution. The selected bidder shall consult all key

stakeholders of the project and shall have the responsibility to undertake the necessary actions in achieving the objectives of providing a secure solution as per policies and requirements in force.

8. IT Contingency Plan

- 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, CISD / IT Team, and the GOC.

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. Recovery procedures that need to be followed if the threat identified occurs and any remedial measures

- ii. The areas of responsibilities between all the different stakeholders (such as the GOC), 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.	Digital Recording System	Cyclone	Water flooded the equipment room causing a failure	[x] hours as per existing agreement	<ul style="list-style-type: none"> ▪ Supplier to troubleshoot and identify which equipment have been damaged ▪ Initiate actions to replace damaged part(s) ▪ Replacement equipment to be installed and configured ▪ Restoration of data on replacement equipment 	Supplier	
		Hardware Failure	equipment 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"> ▪ Supplier to bring new equipment ▪ Restoration exercise need to be carried out ▪ Testing of new equipment ▪ Bring application up for users to start working 	Supplier	
		Power Failure					
		... [add as necessary]					
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"> ▪ User representative contacts CISD / CCU team ▪ CCU team intervenes and resolves the issue 	CISD / CCU	
3.	... [add as necessary]						

9. 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 equipment and DRS system.

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

9.1 Training on Digital Recording System

The training on DRS will be provided as follows:

- **Two (2) officers.** The training will cover administration and operation of the DRS. These staffs must at the end of the course be able to train other users in standard use of the system.
- **Four (4) users** of normal daily operations of the DRS. Trainees will include chairperson and officers
- **Two (2) word processor/Transcribers.** This training component will enable word processor/transcribers to produce transcripts from audio playback. The transcribers will need to be given adequate training for the DRS. The training should be done in such a way that at the end of the training they are fully capable to use DRS without assistance.

9.2 Notes on Training

The practical aspects of how to deliver the training in order to minimize disruption to work can best be determined by the Client. It is however important to ensure that:

- a. the training is comprehensive
- b. training 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:

- *cost of training;*
- *details of courses to be provided;*
- *number of training sessions;*
- *duration of each training session;*
- *relative experience of trainer;*

All necessary documentation must be available at the start of the course. Reference/Training materials will have to be provided to the staff being trained.

10.Site Visit

During the tendering exercise, a site visit at the location below is highly recommended to assess the site and existing infrastructure where DRS System is to be installed.

Courts	Date	Time	Address	Telephone	Contact person
Public Bodies Appeal Tribunal	Tuesday 07 th November 2023	10.00 hrs	4th Floor, Belmont House, Intendance Street, Port Louis	213 1500	Mr. Soocan Mrs. H. K. Chatooah Mr. C. Mangrah

11.Support Services

The call back time of the Bidder for any problem and the maximum down time should be as per the Sample Maintenance Contract available at the CIB Download Centre <http://cib.govmu.org> during warranty period as well as during maintenance cover.

12.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.

13.Technical Compliance

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 mentioned in paragraph 3 below, 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;
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.

13.1 Reference sites and Support Staff Qualifications & Experience

Experience of supplier & support staff. (Suppliers should mandatorily submit all information on customer reference sites and staff profiles as per Tables for Reference sites and Profiles of Technical Support Staff. Incomplete or non-submission will entail rejection of proposal).		
Experience of supplier & support staff		
		Compliance of Specification Offered
Reference Sites	Required	
No. of reference sites where bidder has successfully Supplied and installed Audio recording system (Microphones, Mixers, Loud speakers, Amplifiers, etc) within the last five years.	At least ONE site (Supported by corresponding testimonial from customers as evidence of satisfactory performance. <i>In case of non-submission of testimonials, reference site may not be considered</i>)	
Support Staff Qualifications & Experience		
No. of technical staffs in the field of Sound system/Audio recording) (The Same number qualified staffs should be available during maintenance stage)	3 - out of which at least 1 should be a degree holder in Sound Systems/Acoustic or related field.	
Total person-year related to technical experience of the above 2 staffs	10 years – the degree holder should have at least 4 years of technical experience in related fields	

Digital Recording System			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
DRS			
Play back options	Yes, as per section 5.1.1		
Tagging/Annotation	Yes, as per section 5.1.1		
Facilities for Transcription	Yes, as per section 5.1.1		
Management of recorded files	Yes, as per section 5.1.1		
Management of transcribed files	Yes, as per section 5.1.1		
Search facility	Yes, as per section 5.1.1		
Integrated public Addressing System	Yes, as per section 5.1.1		
Quality of recording	Yes, as per section 5.1.1		
Access to recordings	Yes, as per section 5.1.1		
Scheduled/automated recordings	Yes, as per section 5.1.1		
Licenses	Yes, as per section 5.1.1		

Microphones			
Technical Specification Required		Compliance of specification Offered	Details of non-compliance if applicable
Quantity of Microphones	6		
Gooseneck condensed	Yes		
Polar Pattern	uni-directional (Cardoid)		
Length	18"		
Output Connector	Yes, specify		
Accessory	Foam windscreen		
Background noise rejection	Yes		
Fixed Installation shock mount to reduce noise from table	Yes		

NOTEBOOK			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
Quantity			
Make & Model	Yes and Specify		
Country of Manufacture	Yes and specify		
Proposed vendor should be listed in the Gartner's Market Guide for Enterprise Desktops and Notebooks, December 2022 (Table 4: Enterprise Desktop and Laptop Vendors)			
	Yes		
1. PROCESSOR			
Processor	At least Intel Core i5 (12th Generation)		
Processor Cache	Specify		
RAM Capacity	Min 16 GB		
RAM expandable to	Specify		
2. COMMUNICATIONS			
USB Port	Min 2		
Ethernet Port (10/100/1000 Base T)	Min 1		
WiFi certified wireless LAN card for connectivity to WiFi certified access point (IEEE 802.11n with backward compatibility)	Yes		
3. INPUT DEVICES			
Pointing Device	Yes, Touchpad		
Mouse	Yes		
4. MASS STORAGE			
Internal hard disks	Min 1 TB SSD Storage or better		
5. DISPLAY			
Display	Colour		
Technology (Dual Scan, TFT, ...)	LED or better		
Screen size (inch)	Min 15"		
Battery Autonomy (in hours)	Specify		

6. STANDARD SOFTWARE			
Windows 11 Professional (or latest version)	Windows 11 Professional must be preinstalled on the notebook(s). Licenses for Windows 11 Professional must be provided (not applicable for OEM and related licenses). All licenses (excluding OEM and related licenses) should be issued to the Government of Mauritius		
	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		
Libre Office 7.5.2 or latest	Yes, Preinstalled (free edition)		
Email Client: Thunderbird 102.10.1 or latest	Yes, Preinstalled (free edition)		
7. MULTIMEDIA			
-Speakers (in-built)	Yes		
-Microphone (in-built)	Yes		
-Integrated Camera	Yes		
8. Green IT			
Energy Star Compliant	Yes		
EPEAT/EU Ecolabel Registered	Yes (if EPEAT, State Level)		
Other Features Proposed by Supplier	Specify		
9. MISCELLANEOUS			
-Carry Case	Yes		
-Dimensions (W/L/H) (in cm)	Specify		
-Weight (in kg)	Specify		
-Electrical connections	British BS 1363		

Audio Mixer with multi-channel			
Technical Specification Required		Compliance of specification Offered	Details of non-compliance if applicable
Quantity	Yes, Specify		
Multichannel output	Yes		
No of channels for Mixer. Specify for each Court Rooms	Yes, Specify		
Connection to PC using USB Port or alternative solution	Yes		
Possibility to split channels on specific microphones	Yes		
Functioning of speakers and Public addressing system	Yes		

NETWORK ATTACHED STORAGE (NAS)			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance, if applicable
Quantity	1		
Brand & Model	Yes and specify		
NAS Operating System	Specify		
Rack-Mount/Tower/Other	Specify		
Total Usable Storage Space (After RAID)	Min 6 TB		
Hard Disk Type	SATA or better		
Number of Disks	Specify		
RAID 5	Yes		
USB 3.0 Port	Yes		
eSATA Port	Yes		
Memory	Min 8 GB		

10/100/1000/10 GbE LAN Port	Min. 2 Ports		
Windows Domain Authentication Integration	Specify		
Platforms supported	Microsoft Windows 10,11 (32/64- bit)		
House in Data Cabinet	Yes		
Energy Star Compliant	Specify		
The system should enable logging, monitoring and support for data encryption.	Yes		
The system should provide access to decrypted contents solely to authorized users of PBAT.	Yes		

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 1000VA Bidder to specify if additional capacity is required		
Type			
Online Double Conversion	Yes		
Use	Yes		

DCRS equipment and associated accessories	Yes		
Others	Specify		
Input voltage	230V \pm 6% (single phase)		
Output voltage	230V (single phase)		
Input frequency	50Hz \pm 1.5Hz		
Output frequency	50Hz		
Surge Protection	Specify		
Maximum Response time	< 2 ms, preferably Zero (non-delayed)		
Sockets	Minimum 4 Nos Socket 3-Pin 13A BS1363		
Batteries			
Rechargeable and replaceable	Yes		
maintenance free (2 years)	Yes		
sealed type	Yes		
Operating temperature	0°C to 40°C		
Noise level	< 55 dbA at 1m		
Standard			
BS 5750/ISO 9000/EN50091-3/IEC 60950	Specify(Mandatory)		
Features			
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		
Environmental Compliance			
Power saving capability and Eco friendly	Yes		
Warranty for battery	Min 2 years		
Main Plug			
Heavy Duty 3-Pin 13A BS1363	Yes		

Other items			
Technical Specification Required		Compliance of specification Offered	Details of non-compliance if applicable
Set up at Court Room	Yes, as per section 4.1		
Configuration of PCs to ensure files cannot be accessed by unauthorized users except system administrator	Yes, as per section 4.1.1		
Operation of NAS devices	Yes, as per section 4.2		
Transcription process	Yes, as per section 4.3		
Backup of Audio and Transcription data	Yes, as per section 6.1		
Cabling and accessories	Yes, as per section 6.2		
Installation of data points and networking equipment	Yes, as per section 6.3		
General Note	Yes, as per section 7.0		
Elaborate an IT Contingency Plan for the solution proposed.	Yes, as per section 8.0		
Training	Yes, as per section 9.0		
Electrical requirements	Yes, as per section 10.0		
Site Visit	Yes, as per section 11.0		

Support Services	Yes, as per section 12.0		
Project Management Plan	Yes, as per section 13.0		
Detailed diagram of the proposed solution explaining the set up of the DRS application at courts and the file transfer process from PC to NAS and eventually to Central Storage at the GOC. The set up of various devices should be shown clearly	Yes		

OTHER REQUIREMENTS			
Technical Specification Required		Compliance of specification Offered	Details of non-compliance if applicable
Install and commission the proposed equipment.	Yes		
All software proposed should come with valid licenses and certificate of authenticity (where applicable).	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		
Relevant technical brochure (Original documentation) for all items proposed to be submitted.	Yes		

<p>Warranty and Maintenance Agreement.</p> <p>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.</p>	<p>The Maintenance Services should cover the services requested in Maintenance Contract which is available at the CIB Download Centre at http://cib.govmu.org. Bidders are to comply with all these requirements unless specifically waived by the Purchaser.</p> <p>During the warranty period the services provided by the Bidder should cover at least all the requirements mentioned in the Maintenance Contract.</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 http://cib.govmu.org</p>	<p>The maintenance charges quoted in the Price Schedule should include labour, parts & 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 & commissioning and the total 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. Bidders should also provide maintenance services for the equipment at least on an intervention basis for the 6th and 7th year of operation</p>		

Maintenance of antivirus software after the warranty period should the purchaser wish to enter into a maintenance contract	Software upgrade, virus definition upgrade should be delivered to the purchaser by the Bidder		
Software Documentation	<p>Full documentation/ manual (hard copy) and original copies of each and every quoted software (including System Software) in the English Language.</p> <p>User Manual for each component of the system.</p> <p>Technical Manual for each and all aspects of the system.</p> <p>Documentation that is clear, concise, and presented in a professional manner both in hard copy and in electronic format.</p> <p>In case of changes to the system during maintenance phase, relevant documentation should be updated accordingly and submitted to the Ministry.</p>		

Specification and Compliance Sheet Authorised by:

Signature: _____ Name: _____

Position: _____ Date: _____

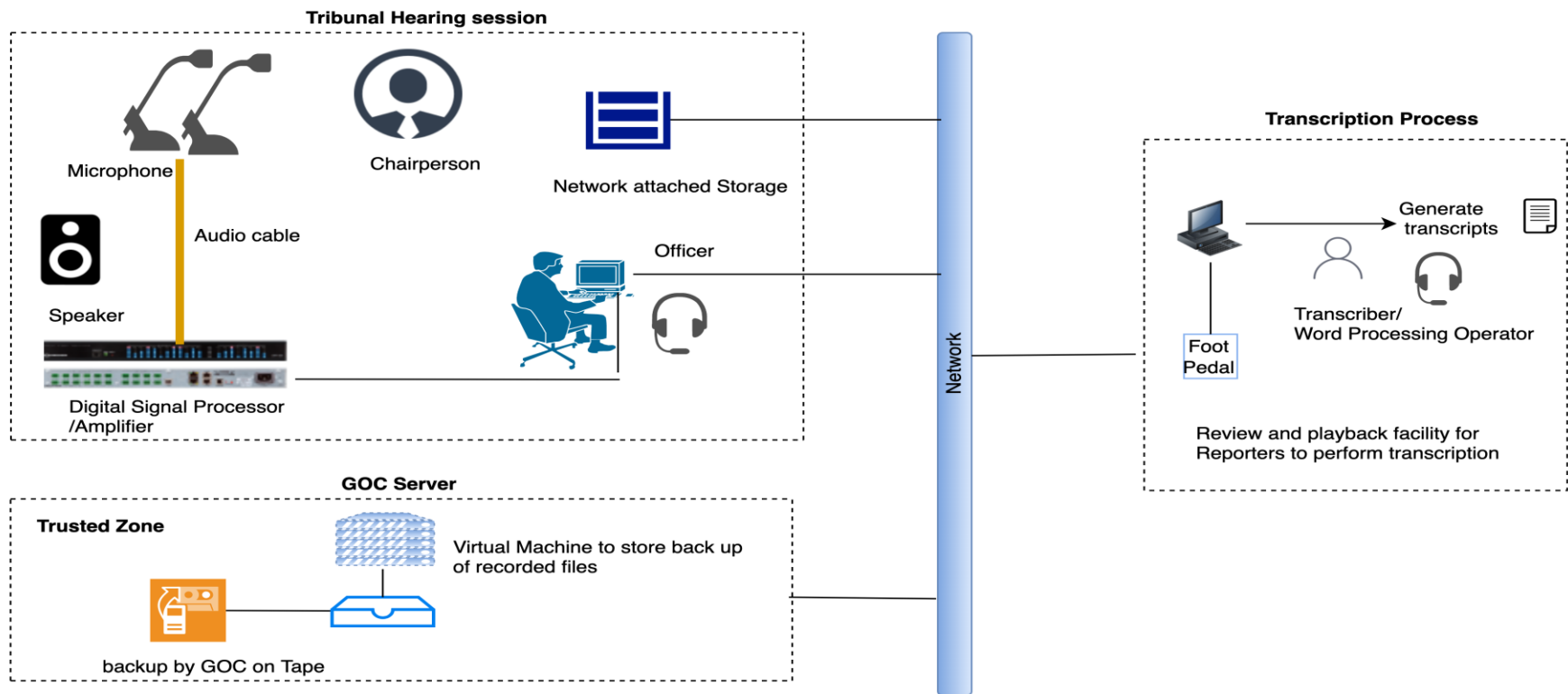
(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

4. Drawings

Digital Recording Process



5. Inspections and Tests

The following inspections and tests shall be performed:

A. Electrical Requirements

Bidders should carry out appropriate tests on the existing electrical installation and earthing in order to ensure that their proposed equipment will work safely. If the existing electrical system is not adequate, bidders will be expected to make the necessary recommendations.

Electrical installation should however not be quoted for.

Bidders are invited to quote for UPS to support at least the following items:

- Notebook (for operating the DRS)
- Audio Mixer and any other DRS equipment
- Network attached storage (NAS)
- Any other equipment proposed by Supplier for the Digital Recording System

UPS should have power autonomy of at least 10 minutes at full load.

B. Suppliers will have to deliver, install (including registration of software) 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.

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 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.

GCC 1.1(h)	The Purchaser is: Public Bodies Appeal Tribunal
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: The Public Bodies Appeal Tribunal, 4th Floor, Belmont House, Intendance Street, Port Louis.
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: The Secretary, Public Bodies Appeal Tribunal Street: Intendance Street Floor/ Room number: 4th Floor, Belmont House City: Port Louis Country: Mauritius Telephone: 213 1500 Fax number: 2131506</p>
GCC 10.2	<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>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by Suppliers are: NOT APPLICABLE</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>(a) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):</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"> (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; (ii) two copies of the packing list identifying contents of each package; (iii) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied; (iv) one original of the Supplier’s Certificate of Origin covering all items supplied; (v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (vi) other procurement-specific documents required for delivery/payment purposes. <p>(b) For goods from local manufacturers:</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>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.

GCC 16.1

[Sample provision] - NOT APPLICABLE

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

(a) Payment for Goods supplied from overseas supplier on CIP/CIF basis (the purchaser as consignee):

Payment of foreign currency portion shall be made in *[insert: currency of the Contract Price]* in the following manner:

- (i) **On Shipment:** 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.
- (ii) **On Acceptance:** 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.

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.

(b) Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:

Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows:

On Acceptance: 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>(c) Payment for goods from local Manufacturer:</p> <p>Payment for Goods and Services supplied from local manufacturers shall be made in Mauritian Rupees as follows:</p> <p>(i) On Acceptance: 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>
GCC 16.4 (b)	Local Suppliers shall be paid in Mauritian Rupees only. The prices <i>shall not</i> be adjustable to fluctuation in the rate of exchange.
GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security shall not be required.
GCC 18.3	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> – Not Applicable
GCC 18.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 18.4]</i> – Not Applicable
GCC 23.2	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> – Not Applicable

GCC 24.1	<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>Not Applicable</p>
GCC 25.1	<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>Not Applicable</p>
GCC 26.1	<p>The inspections and tests shall be:</p> <p>Suppliers will have to deliver, install (including registration of software) 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.</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at: The Public Bodies Appeal Tribunal, 4th floor, Belmont House, Intendance Street, Port Louis.</p>
GCC 27.1	<p>The liquidated damages shall be: The liquidated damage shall be 1% of contract value per week</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10 % of contract value</p>
GCC 28.3	<p>The period of validity of the Warranty shall be:</p> <p>At least 3 years for Notebook and other devices at least 1 year after successful commissioning of the equipment.</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>

GCC 28.5	The period for repair or replacement shall be: as per maintenance contract from CIB Website (https://cib.govmu.org)
Delivery and Documents	The Purchaser expects to have the equipment delivered, installed, and commissioned within TWELVE (12) WEEKS from the date of signature of contract.
Terms of Payment	<ul style="list-style-type: none">- 90 % payment will be effected after successful commissioning;and- the rest 10% payment will be effected after the warranty period of one year
Taxes and duties	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.

Section VIII. Contract 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				
Information from Income statement				
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				
$\frac{\text{Net profit After tax}}{\text{Turnover}} \times 100$				
<p><u>Certified by Bidder that information are true extract from Audited Accounts/Financial Statements</u></p> <p>Name:</p> <p>Signature:</p> <p>Capacity:</p> <p>Date:</p>				