



La référence en prêt logement

Mauritius Housing Company Ltd

Open Advertised National Bidding

BIDDING DOCUMENTS

Issued on: 29th March 2022

for

**Leasing of an IT Security Solution
comprising the supply, installation,
commissioning and maintenance
including managed services.**

**Procurement Reference No:
ICT/Mar22/ONB.gds/IT.Security.Soln/610(R)**

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SBD for Procurement of Goods

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the bid.

PART 2 – SUPPLY REQUIREMENTS

Section V. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VI. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section VII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section VIII: Contract Forms

This Section includes the form for the Agreement which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

When required, the forms for Performance Security and Advance Payment Security, shall be completed by the successful Bidder only after contract award.

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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 Advertised 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.

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 party, will in connection with the bid for, or the execution of a

^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.

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
- (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 Submission
Form and Price
Schedules**

- 13.1 The Bidder shall submit the Bid Submission Form using the 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**.
- 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 | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

**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. |
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F. Award of Contract

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| 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 | <p>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:</p> <ul style="list-style-type: none"><li style="margin-left: 40px;">(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and<li style="margin-left: 40px;">(ii) an executive summary of the Bid Evaluation Report <p>43.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.</p> |

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	<p>The Lessee is: Mauritius Housing Company Ltd</p> <p>Note: Throughout the bidding document, if the context so requires, the purchaser means the Lessee.</p>
ITB 1.1	<p>The name and identification number of the Procurement are: Leasing of an IT Security Solution comprising the supply, installation, commissioning and maintenance including managed services and the reference is ICT/Mar22/ONB.gds/IT.Security.Soln/610(R)</p> <p>The Invitation for Bids has been issued through an Open advertised national bidding procedure.</p>
ITB 1.1	<p>The name of the Project is: Leasing of an IT Security Solution comprising the supply, installation, commissioning and maintenance including managed services.</p> <p>Leasing in this document means rental of an IT Security Solution including the hardware, software, software licenses, secondary lines, managed services, support and maintenance.</p>
ITB 2.1	The Funding Agency is: Mauritius Housing Company Ltd
ITB 3.2	<p>(a) The address to file challenge in respect of this procurement is:</p> <p style="padding-left: 40px;">The Managing Director Mauritius Housing Company Ltd 3rd Floor, MHC Building Révérend Jean Lebrun Street, Port Louis.</p> <p>(b) The address to file application for review is:</p> <p style="padding-left: 40px;">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>Request for any clarification should be made in writing by Thursday 14th April 2022 at latest.</p> <p>A pre-bid meeting has been scheduled for Wednesday 6th April 2022 at 13.30 hrs, at the Mauritius Housing Company Ltd, 4th Floor, MHC Building Révérend Jean Lebrun Street, Port Louis.</p> <p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: Mr Devanand Maywah (Manager) Procurement Unit Mauritius Housing Company Ltd 3rd Floor, MHC Building Révérend Jean Lebrun Street, Port Louis. Mauritius Telephone: (+230) 405-5555 Facsimile number: (+230) 212-3325 Electronic mail address: d.maywah@mhc.mu</p>
	C. Preparation of Bids
ITB 12.1 (c)	No written evidence is required.
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1. As part of the eligibility criteria, bidders shall furnish documentary evidence to demonstrate that it meets the requirements as described in Section III Evaluation Criteria (ITB 37.3 (d), part (c) on page 33. This document shall be referenced as appendix A. 2. Bidders shall provide a complete description of the solution offered as part of their bid submission. Documentation as Appendix B shall be provided as described in Section V Schedule of Requirements Item no. 1.10.1 to 1.10.1.5 (page 76). 3. The Bidder shall provide appropriate documentation to demonstrate how the proposed solution shall address the objectives as spelt in Section V Schedule of Requirements Item no .1 (IT Security Solution), from 1.1.1 to 1.1.7 (page 56). This document shall be reference as Appendix C.

ITB 14.1	Alternative Bids shall not be considered.
ITB 15	The Incoterms edition is: Incoterms 2010. For the purpose of this procurement, the bid prices should be expressed as a yearly lease cost over a period of five years, in Mauritian Rupees.
ITB 15.6 (b) (i) , (ii)	For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms:
ITB 15.7	The prices quoted by the Bidder: shall not be adjustable. All prices quoted shall be fixed and not subject to any variation.
ITB 15.8	Prices quoted for the lot shall correspond at least to 100% of the items specified for the lot. Prices quoted for the item of a lot shall correspond at least to 100% of the quantities specified for this item of a lot.
ITB 16.1	The Bidder is required to quote in Mauritian Rupees.
ITB 16.3	Local bidders shall quote only in Mauritian Rupees and the prices shall not be adjustable to rate of exchange.
ITB 19.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5 Years
ITB 20.1 (a)	Manufacturer's authorization is required.
ITB 20.1 (b)	Maintenance service is required and is part of the overall solution.
ITB 21.1	The bid validity period shall be 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: 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

	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: Not applicable
ITB 24.2 (c)	Both envelopes containing the original and copies of the bid should be clearly marked and enclosed in a single envelope which shall bear the following additional identification marks: Leasing of an IT Security Solution comprising the supply, installation, commissioning and maintenance including managed services and the reference is ICT/Mar22/ONB/IT.Security.Soln/610 (R).
ITB 25.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: The Manager Procurement Mauritius Housing Company Ltd 3rd Floor, MHC Building Révérend Jean Lebrun Street, Port Louis Mauritius</p> <p>The deadline for the submission of bids is:</p> <p>Thursday 28th April 2022 by 13.00 hrs at latest.</p>
ITB 28.1	The bid opening shall take place on Thursday 28th April 2022 at 13.30 hrs, at Mauritius Housing Company Ltd, 3rd Floor, MHC Building, Révérend Jean Lebrun Street, Port Louis.
ITB 28.1	If electronic bid submission is permitted in accordance with ITB sub-clause 24.1, the specific bid opening procedures shall be: Not applicable
	E. Evaluation and Comparison of Bids
ITB 35.1	<p>Bid prices expressed in different currencies shall be converted in: Not applicable</p> <p>Bid prices must be in Mauritian Rupees only.</p>
ITB 36.1	A margin of preference shall not be applicable for this procurement exercise.

ITB 37.3(a)	Evaluation will be done for as one Lot.
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>
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: 20 %</p>

Section III. Evaluation and Qualification Criteria

Contents

1. Evaluation Criteria (ITB 37.3 (d))
2. Post qualification Requirements (ITB 39.2)

1. Evaluation Criteria (ITB 37.3 (d))

The Lessee'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 from date of the Letter of Acceptance for Leasing of the IT Security Solution comprising the supply, installation, commissioning and maintenance including managed services must be carried out within 6 months.

No deviation in the delivery period will be acceptable.

The Goods specified in the List of Goods are required to be delivered as specified in Section V, Delivery Schedule.

(b) Deviation in payment schedule. No

Payments shall be made on a monthly basis in arrears starting from the Go-Live date.

(c) Specific additional eligibility criteria

As part of the eligibility criteria, bidders shall furnish documentary evidence to demonstrate that it meets the following requirements:

- Shall have at least two (2) recent (not more than five years) reference sites where similar type of services has been deployed successfully.
- Bidder shall include the scope of services, the date(s) the services were commissioned, the client's name, address, phone number, contact person and technical team associated with project.
- Shall be a certified partner/vendor for proposed solution
- Implementation team shall comprise of certified professionals in respective fields.

Note: Bidders to referenced this section as Appendix A

2. 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 below. 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 audited Financial Statements for the last 3 years and should have a minimum turnover of Rs 20M.

(b) Qualification requirements;

- (i) The bidder must have at least 5 years of experience in providing a similar type of services for which the Invitation of Bids is issued.
- (ii) Where the bidder is a reseller of goods duly authorised by the manufacturer, the bidder shall provide documentary evidence for having 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/testimonials to demonstrate that it has implemented at least two similar solutions during the past 5 years.

Prior to award of contract, the lowest evaluated substantially responsive bidder may be required to perform a proof of concept (POC) of the proposed solution in meeting the required technical specifications as described in this document.

The requirements will be based on the bidder's proposal and will entail the installation of a **reduced** version of the proposed solution in a test environment between two MHC branch offices.

Note: All costs and charges (if any) for conducting the POC shall be borne by the bidder and included in the quoted price irrespective of whether the contract will be or not awarded to the bidder.

The detailed evaluation criteria for the Proof of Concept which will be assessed on a pass/fail basis, are hereunder mentioned:

- a) All existing applications and services operate normally.
- b) There is no latency or performance degradation at the user level.
- c) The fail-over to the secondary line is seamless

Section IV. Bidding Forms

Table of 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 No.: **ICT/Mar22/ONB.gds/IT.Security.Soln/610(R)**

Page _____ of _____ pages

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

Joint Venture Partner Information Form

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

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

Procurement No.: **ICT/Mar22/ONB.gds/IT.Security.Soln/610(R)**

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

Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: **ICT/Mar22/ONB.gds/IT.Security.Soln/610(R)**
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *The Mauritius Housing Company Ltd*

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, is as follows:

(that is, * Total rental fee (60 months), excluding VAT from page 44) *[Note: insert the total bid price in words and figures, in Mauritian Rupees];*

- (d) 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;
- (e) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;
- (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) 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.”)

- (j) 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.
- (k) 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.
- (l) We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

(m) 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.

(n) 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 (I) 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 *Mauritius Housing Company Ltd* 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.]*

Price SchedulesProcurement Ref: **ICT/Mar22/ONB.gds/IT.Security.Soln/610®**

Date:

Lot	Description of Goods	Quantity	Monthly rental fee Excluding VAT (Rs)	Total rental fee (60 months) Excluding VAT (Rs)
1.	Leasing of an IT Security Solution comprising the supply, installation, commissioning and maintenance including managed services (Year 1 to 5)	Lot		*
Subtotal				
VAT (15%)				
Grand Total				

Note:

- * Total rental fee (60 months) excluding VAT to be included in the total price at paragraph (c), in the Bid Submission Form (Section IV-Bidding Forms)
- All prices quoted shall be fixed and not subject to any variation.
- The first month (Month 1) starts as from the date the solution is commissioned successfully and is in the production environment.
- The lease/rental Contract may be renewed further after the initial period of the 60 months.
- Should MHC not satisfied with the solution, the contract may be terminated at any time.

Name of Bidder [insert complete name of Bidder]:

Signature of Bidder [signature of person signing the Bid]:

Email:

Date [insert date]:

Tel:

Manufacturer's Authorization

*[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.: **ICT/Mar22/ONB.gds/IT.Security.Soln/610(R)**
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *The Mauritius Housing Company Ltd*

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]*

PART 2 – Supply Requirements

Section V. Schedule of Requirements

Contents

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2. List of Related Services and Completion Schedule 49

3. Technical Specifications 50

1. Delivery Schedule

Delivery and Completion schedule is as per section III 1(a) of the document.

1. Related Services and Completion Schedule

Description of Service	Final Completion Date(s) of Services
Leasing of an IT Security Solution comprising the supply, installation, commissioning and maintenance including managed services.	Within 6 months as from the date of Letter of Acceptance

3. Technical Specifications

1.0 INTRODUCTION

The purpose of this invitation to bid is to solicit sealed bids to establish a contract for a period of 5 years for the Leasing/rental of an IT Security Solution comprising the supply, installation, commissioning and maintenance including managed services, as part of the upgrade of MHC's Network & Security Infrastructure.

2.0 BACKGROUND

In line with its Cyber-Security strategy to optimise and secure its ICT infrastructure, MHC is considering the upgrade of its network infrastructure whereby several solutions will be implemented such as Firewalling, Security Management, SD-WAN Connectivity and Multi Factor Authentication.

The new architecture will comprise of market leading enterprise-class technologies and solutions that cater for emerging security threats and vulnerabilities. MHC should be able to control, discover, visualise, streamline, audit, report and protect its IT services through efficient and automated effective rules amongst others.

For ease of management, Microsoft Active Directory User IDs will be used as an identification mechanism for users and for applying required policies accordingly. In addition, to adhere with good practices, zero trust concept and different product/technology will be considered in the new architecture to provide different level of defence should someone try to break through.

MHC will also adopt SD-WAN technologies for data connection between its Datacentres and all of its branch offices.

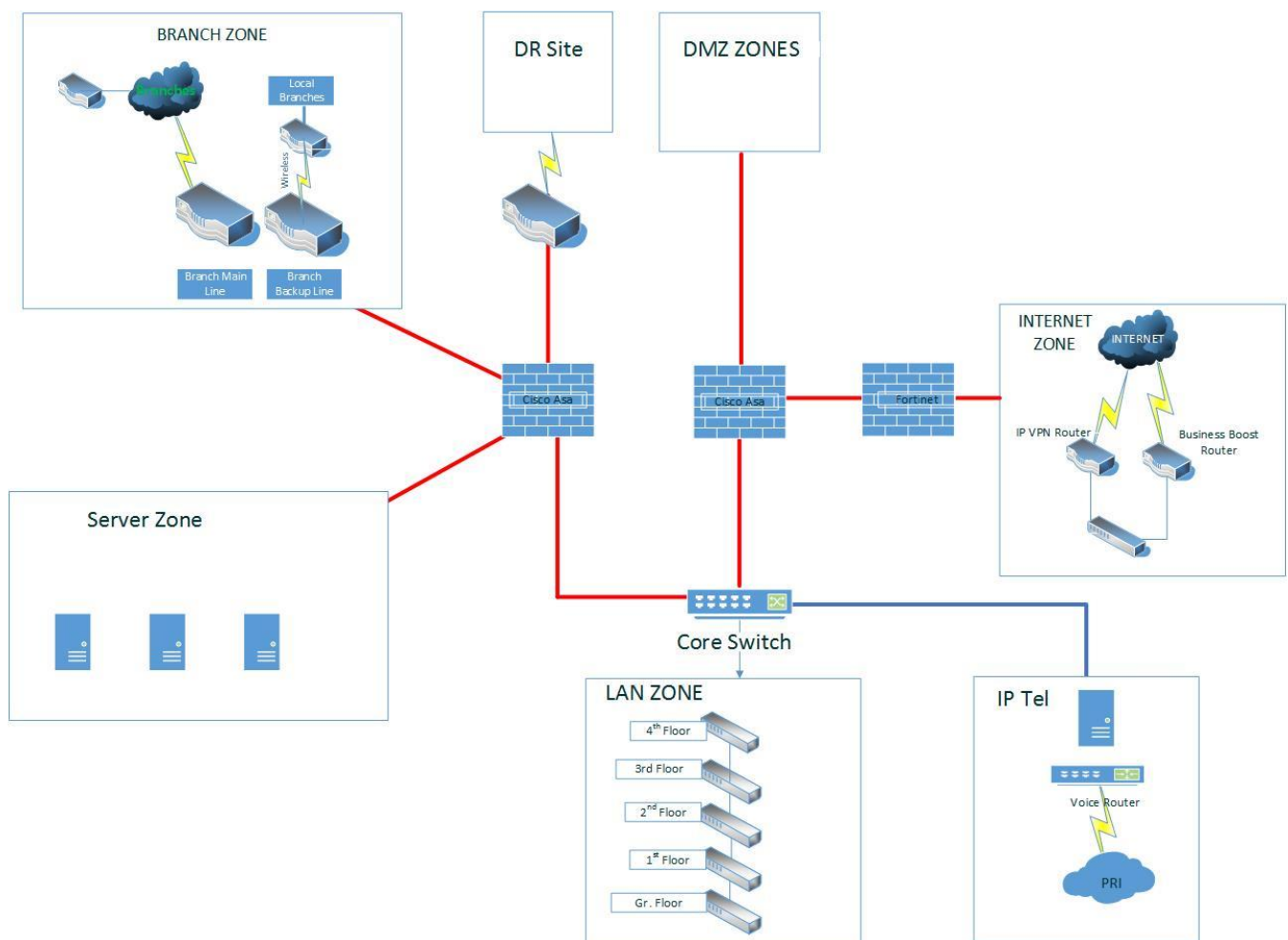
3.0 Technical Specifications

Existing System

Currently, the company has two Cisco ASA firewall system (Cisco 5550) which has already reached end-of-life and end-of-support and one (1) FortiGate firewall (F80E). The Cisco equipment are used only to route traffic between several zones such as server and DMZ based on predefined access-lists while the FortiGate firewall is used to manage internet connections, VPN access and application control.

A Core switch (Cisco 3560X) is mainly used for LAN and VOIP telephony services. Since this switch has reached end of life, MHC will replace same by existing **four (4)** Cisco 9300-NM-8X switches in the new architecture. The concept of “Spine and Leaf” will be introduced.

Below layout depicts existing network architecture.



Network and Security Objectives

The new solution shall address the following high-level objectives and requirements:

1. Obsolescence

With rapid change in technology and IT security, proposed solution shall be agile and scalable and address the problem of obsolescence with well-thought design and architecture amongst others.

2. Threats prevention and protection

Proposed solution shall proactively and reactively protect against known & unknown threats, vulnerabilities and attacks using various methods of defence.

3. Internet and Mobile Banking

Proposed solution shall be designed as per Industry's best practise for integration of Internet and Mobile Banking services and ready for adoption of such services by MHC.

4. Visibility, Control and Reporting

Proposed solution shall provide better visibility and controls at key areas including but not limited to Real-time monitoring, granular control mechanisms, customised reports and dashboards, users & groups management, detailed performance monitoring & management of the different segments, faults management, automated security actions.

5. Application of Zero Trust concept

Proposed solution shall adopt Zero Trust concept in its design, architecture and implementation.

6. High Availability

Proposed solution shall be robust and operate in high availability mode with redundant modules and features to address single point of failures.

7. DR site integration and security

Proposed solution shall enhance security at MHC DR site with the consideration of an appropriate architecture at the recovery site.

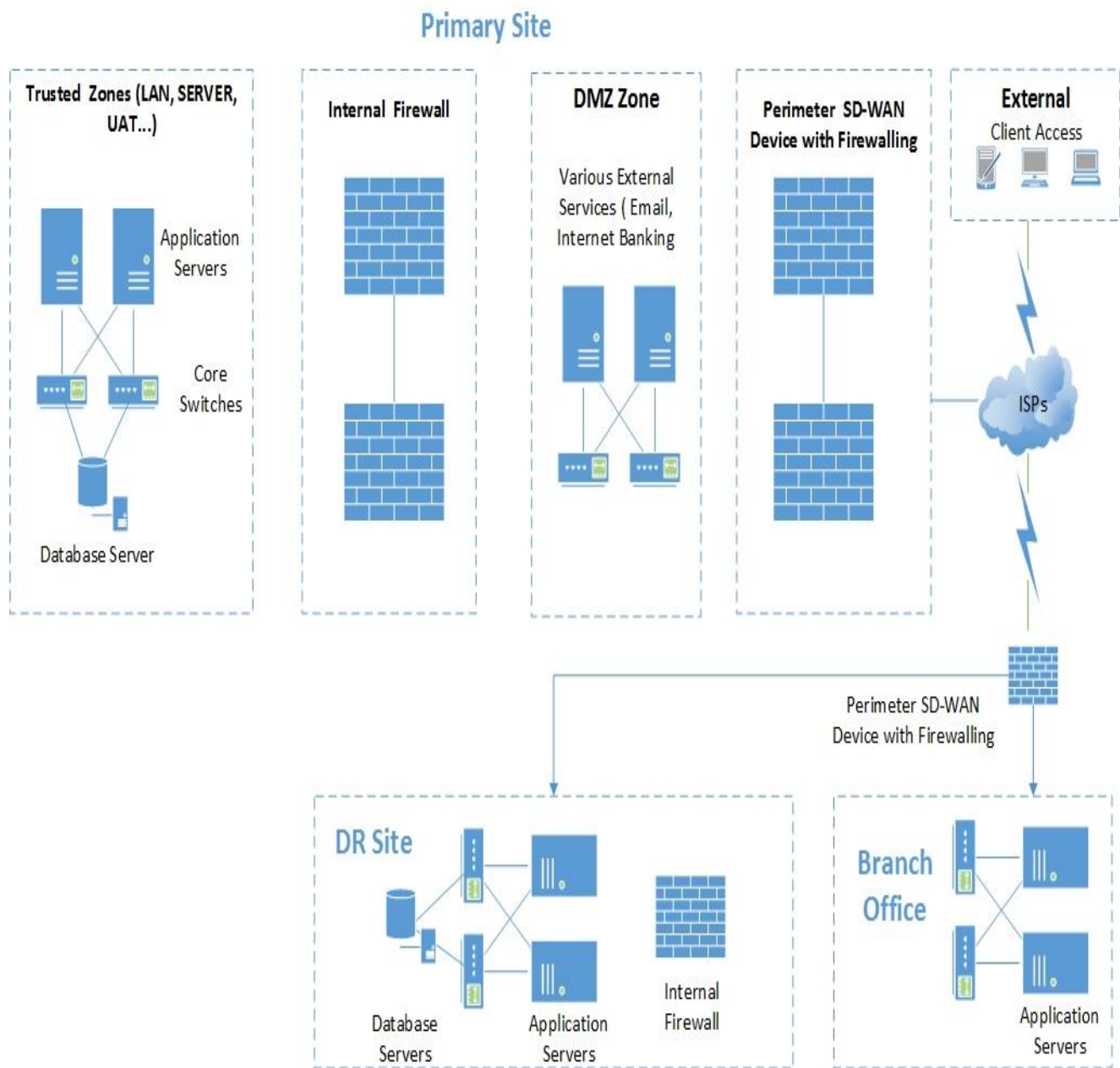
Solution Architecture

The solution architecture shall be based on below proposed network high-level architecture diagram. However, Bidders are strongly recommended to revisit same and propose the most appropriate one which is in-line with MHC's key network and security objectives. Additionally, the architecture shall cater for new technologies, Banking services such as Mobile & Internet Banking, Cloud services (MS Office 365 ...), and be in-line with Industry's best practices, Security & Compliance requirements amongst others.

Based on performance and features requirements, several type/model of firewalls & devices will be installed at the different sites (Primary Datacentre, DR Datacentre and MHC Branches). For instance, at the Primary Site (MHC Head Office) there will be two level of firewalling classified as Internal and Perimeter Zones and supported by devices of different makes.

The main functionalities of the internal device (Next Generation Firewall) will be routing of traffic, firewalling, URL filtering, Application Controls, anti-malware & threat protection and reporting while that of the perimeter device (SD-WAN router with Firewalling) will be routing of traffic, SD-WAN connections, VPN connections, WAN Management and firewalling amongst others.

The above-mentioned equipment shall operate in High Availability (HA) mode at MHC's Primary site only.



Site and WAN Connectivity

Below table describes the various MHC sites and the number of lines. The existing bandwidth of the main and backup lines have been depicted together with those for the new architecture. Note that table shows the **minimum** bandwidth for both main and backup lines for the new architecture.

Line No.	Location	Service	Main (Existing)	Backup (Existing)	Main (New Architecture)	Backup (New Architecture)
1.	Primary Site – Port Louis	Internet Access	100 M	None	100 M	50 M
2.	Primary Site – Port Louis	Branch Office	10 M	5 M	100 M	
3.	Primary Site – Port Louis	DR site	10 M	None	100 M	
4.	Primary Site – Port Louis	VPN & Email (Fixed IP)	4 M	None	4 M	None
5.	DR Site - Curepipe	Branch	10 M	None	100 M	50 M
6.	Curepipe Branch	Branch	1 M	512 K	50 M	
7.	Goodlands Branch Office	Branch	1 M	512 K	50 M	50 M
8.	Flacq Branch Office	Branch	1 M	512 K	50 M	50 M
9.	Triolet Branch Office	Branch	1 M	512 K	50 M	50 M
10.	Bambous Branch Office	Branch	1 M	512 K	50 M	50 M
11.	Moka Branch Office	Branch	1 M	512 K	50 M	50 M
12.	Rose Belle Branch Office	Branch	1 M	512 K	50 M	50 M
13.	Rodrigues Branch Office	Branch	512 K	None	50 M	50 M
14.	Vuillemin Feeder Office	SD-WAN	1 M	None	20 M	None
15.	Chemin-Grenier Branch Office	SD-WAN	1 M	512 K	50 M	50 M

Bidder shall comply with all the requirements as described in the Section below.

In case of non-compliance/deviation to the specifications, the bidder shall give details of any non-compliance.

SPECIFICATIONS AND PERFORMANCE REQUIREMENT

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.	IT Security Solution		
1.1.	IT Security Objectives		
	The Bidder shall provide appropriate documentation to demonstrate how the proposed solution shall address the following objectives:		
1.1.1.	○ Obsolescence		
1.1.2.	○ Threats prevention and protection		
1.1.3.	○ Internet and Mobile Banking		
1.1.4.	○ Visibility, Control and Reporting		
1.1.5.	○ Application of Zero Trust concept		
1.1.6.	○ High Availability		
1.1.7.	○ DR site integration and security		
1.2.	Solution Architecture		
1.2.1.	The High-Level Architecture diagram in this bidding document shall be revisited and a detailed one shall be proposed by bidder which is in-line with MHC's objectives. The proposed solution architecture shall additionally cater for but not limited to the followings:		
	○ New technologies		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
	○ Banking services such as Mobile & Internet Banking,		
	○ Cloud services (MS Office 365 ...),		
	○ Being in-line with Industry's best practices,		
	○ Security & Compliance requirements		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.3.	Internal Firewall for Head Office and DR Site		
1.3.1.	Hardware Requirements		
1.3.1.1.	Only vendors listed as “Leaders”, “Strong Performers” and “Challengers” in Enterprise Firewall by world-renowned industry rating bodies namely Gartner and Forrester will be considered. Bidder to specify make and model and provide evidence of rating from latest report which shall not be earlier than 2020.		
1.3.1.2.	Internal firewall & perimeter SD-WAN device should be of different make.		
1.3.1.3.	Quantity: HA Mode at Primary site and Single Mode at DR Site.		
1.3.1.4.	Device Release date: Less than 3 years.		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.3.1.5.	Next Generation Firewall + Application Control Throughput should be at least 3Gbps.		
1.3.1.6.	Active-Active / Active-Passive modes		
1.3.1.7.	10/100/1000 Base-T ports: At least 6 ports		
1.3.1.8.	10G Base-T SFP+ ports: At least 2 ports		
1.3.1.9.	RJ45 console port: 1		
1.3.1.10.	Dedicated management port: 1		
1.3.1.11.	Form Factor: Rack Mounted with all required fittings for rack cabinet		
1.3.1.12.	Redundant PSU: 2		
1.3.2.	Networking Requirements		
1.3.2.1.	Is a Next Generation Firewall		
1.3.2.2.	NAT modes: static IP, dynamic IP; port address translation		
1.3.2.3.	Capable of creating several security zones and VLANs		
1.3.2.4.	Support IPv4 and IPv6 functionality, IPv6 NAT functionality		
1.3.3.	High-Availability (HA) Requirements		
1.3.3.1.	Support HA or active/passive		
1.3.3.2.	HA failover should be seamless for active/passive mode		
1.3.3.3.	In case of failover to the standby firewall, the administrator should still be able to manage the standby firewall and configure rules, interfaces, etc...		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.3.3.4.	Support failure detection mechanisms: path and interface monitoring		
1.3.4.	Policy Management		
1.3.4.1.	Support creating rules with IPv4 & IPv6 objects simultaneously		
1.3.4.2.	Support Citrix and Terminal services environments for User based policies		
1.3.4.3.	Ability to detect and list all applications on a port-based rule		
1.3.4.4.	Ability to view security and NAT rules hit counts on the Firewall		
1.3.4.5.	The solution must support creating and managing IPS, Anti-Malware, data filtering, URL Filtering enforcement as part of its central policy management function		
1.3.4.6.	The solution must support QoS marking and classification based on source/destination IP, port, protocol, and application for traffic prioritisation		
1.3.5.	Application Control Requirements		
1.3.5.1.	The application control technology should be native to the firewall		
1.3.5.2.	Traffic hitting the firewall should first be classified based on application and not on ports		
1.3.5.3.	The user should be warned via a block page when an application is blocked		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.3.5.4.	The NGFW application database should be updated at least weekly		
1.3.6.	Threat Protection Requirements		
1.3.6.1.	Should log user attempts to submit credentials in HTTP post		
1.3.6.2.	The firewall should detect and block malware within applications, even when using non-standard port		
1.3.6.3.	Anti-Virus signatures and content must be native to the firewall manufacturer - ie - no third party vendor		
1.3.6.4.	URL Filtering signatures and content must be native to the firewall manufacturer - ie - no third party vendor		
1.3.6.5.	The Administrator should be able to create custom URL Category		
1.3.6.6.	The NGFW should support a dynamic list of known malicious IP which is automatically updated by the vendor		
1.3.7.	Centralised Monitoring, Logging, and Reporting		
1.3.7.1.	The NGFW must have a central management console that provides extensive information and reporting facility about users, threats, vulnerabilities, applications and devices		
1.3.7.2.	The NGFW must have the ability to log all		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
	integrated security applications on the gateway and including but not limited to IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot, Anti-Spam, User Identity ...		
1.3.7.3.	Firewall Appliance should able to integrate with SMS and Email gateways for notifications of events		
1.3.7.4.	The firewall must be equipped with customizable threshold setting to take actions when pre-defined thresholds are reached. Actions must include the followings amongst others: Log, alert, send an SNMP trap, send an email, execute a user defined alert, ...		
1.3.7.5.	The NGFW must have preconfigured graphs to monitor the evolution in time of traffic and system counters such as: top security rules, top users, network traffic and other useful information.		
1.3.7.6.	The NGFW must be able to integrate with LDAP/AD.		
1.3.8.	General Note		
1.3.8.1.	Depending on the bidder's response, the extent to which the above specifications will be part of the implementation scope shall be discussed in detail and decided after award of contract.		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.4.	SD-WAN Device with Firewalling - (Primary Site in HA mode and DR site)		
1.4.1.	Hardware Requirements		
1.4.1.1.	Only vendors listed as “Leaders” and “Strong Performers” in Enterprise Firewall by world-renowned industry rating bodies namely Gartner and Forrester will be considered. Bidder to specify make and model and provide evidence of rating from latest report which shall not be earlier than 2020		
1.4.1.2.	Quantity: HA Mode at Primary site and Single Mode at DR Site.		
1.4.1.3.	Device Release date: Less than 3 years.		
1.4.1.4.	Firewall Throughput should be at least 3 Gbps.		
1.4.1.5.	10/100/1000 Base-T ports: At least 6 ports		
1.4.1.6.	10G Base-T SFP+ ports: At least 2 ports		
1.4.1.7.	Dedicated management port: 1		
1.4.1.8.	Form Factor: Rack Mounted with all required fittings for rack cabinet		
1.4.1.9.	Redundant PSU: 2		
1.4.2.	SD-WAN Capabilities		
1.4.2.1.	Have least two (2) ports configured for external WAN lines		
1.4.2.2.	Able to centrally manage the entire SD-WAN infrastructure from an intuitive web GUI		
1.4.2.3.	Seamless Failover and Failback for encountered issues on WAN links		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.4.2.4.	Able to create a secure and optimized SD-WAN fabric between the different MHC sites		
1.4.2.5.	Automatic WAN switch-over by leveraging the multiple uplinks		
1.4.2.6.	Able to perform Load Balancing on the different Connection lines (Broadband, LTE...)		
1.4.2.7.	Have QOS capabilities based on several criteria and features including but not limited to:		
	○Guaranteed bandwidth		
	○Minimum and Maximum bandwidth		
	○MHC's Applications		
	○Services and protocols		
	○WAN availability		
	○Period Scheduling		
1.4.2.8.	Have detailed telemetry for SD-WAN services		
1.4.2.9.	Able to transparently use the existing static IPs of the various devices & services at the different MHC sites during an end-to-end connection.		
1.4.2.10.	Have a GUI with easy navigation between section, sub-sections, policies ... with comprehensive search facilities		
1.4.3.	Firewalling Requirements		
1.4.3.1.	Stateful and Stateless firewall		
1.4.3.2.	NAT and PAT Capabilities		
1.4.3.3.	Capable of creating several security zones and VLANs		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.4.3.4.	Support automatic firmware upgrades and security patches		
1.4.4.	IPS and Threat Prevention Requirements		
1.4.4.1.	Use of an in-depth approach that combines signatures, protocol validation, anomaly detection, behavioural analysis, and other methods to provide the highest levels of network protection.		
1.4.4.2.	Able to protect against Zero-day & unknown malware attacks before static signature protections have been created /updated		
1.4.4.3.	Able to protect against DDOS attack		
1.4.5.	Centralised Monitoring, Logging, Telemetry and Reporting Requirements		
1.4.5.1.	Has a central management console that provides extensive information and reporting facility about users, threats, vulnerabilities, connectivity and devices.		
1.4.5.2.	Real time monitoring of connectivity, events and threats		
1.4.5.3.	Analysis of vulnerabilities in Real-time mode with appropriate dynamic security actions.		
1.4.5.4.	Ability to log all major events of the gateway including but not limited to User Identity & Activity, Connectivity, Bandwidth usage, system performance ...		
1.4.5.5.	Integration with SMS and Email gateways for notifications of events		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.4.5.6.	Able to provide at least the following event options for each match rule or type of event: Log, alert, SNMP trap, email,		
1.4.5.7.	Able to view all of the security logs in one view pane in Log View for ease of troubleshooting exercise.		
1.4.5.8.	Equip with a graphical monitoring interface that provides an easy way to monitor gateway status		
1.4.5.9.	Equip with customizable threshold setting to take actions when pre-defined thresholds are reached. Actions must include the followings amongst others: Log, alert, send an SNMP trap, send an email ...		
1.4.5.10.	Have preconfigured graphs to monitor the evolution in time of traffic and system counters such as: top users, network traffic and other useful information.		
1.4.5.11.	Have detailed historical usage statistics per-port, per-service and per-user profile.		
1.4.6.	High Availability (HA) Requirements		
1.4.6.1.	Support HA active/active or active/passive		
1.4.6.2.	HA failover should be seamless for active/passive mode		
1.4.6.3.	Session failover for link, routing and device change		
1.4.6.4.	Configuration synchronization between HA devices		
1.4.7.	User Access, Identification and Control Requirements		
1.4.7.1.	Integration with Microsoft Active Directory for		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
	management of Users/groups based on AD Account profile		
1.4.7.2.	Creation and enforcement of various type of security policies and services based on user profiles		
1.4.7.3.	Access to services and segment of the network based on user's profile and type of users.		
1.4.7.4.	Support granularity & role-based access for users such as administrators (For instance, View-only, Read-Write access)		
1.4.8.	General Note		
1.4.8.1.	Depending on the bidder's response, the extent to which the above specifications will be part of the implementation scope shall be discussed in detail and decided after award of contract		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.5.	SD-WAN Device with Firewalling – (Branch Offices)		
1.5.1.	Hardware Requirement		
1.5.1.1.	Make: Same brand as proposed for Primary site		
1.5.1.2.	Device Release date: Less than 3 years.		
1.5.1.3.	Firewall Throughput should be at least 1 Gbps		

Item No	Specifications and Performance Required Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.5.1.4.	Availability: Support Active-active and Active standby mode		
1.5.1.5.	10/100/1000 Base-T ports: At least 4 ports		
1.5.1.6.	Redundant PSU: 1		
1.5.1.7.	Quantity: Ten (10) - one per branch office		
1.5.2.	SD-WAN requirements		
1.5.2.1.	Have least two (2) ports configured for WAN lines		
1.5.2.2.	Able to centrally manage the entire SD-WAN infrastructure from an intuitive web GUI		
1.5.2.3.	Seamless Failover and Failback for encountered issues on WAN links		
1.5.2.4.	Able to create a secure and optimized SD-WAN fabric between the different MHC sites		
1.5.2.5.	Automatic WAN switch-over by leveraging the multiple uplinks		
1.5.2.6.	Able to perform Load Balancing on the different connection lines (Broadband, LTE, WiMAX)		
1.5.2.7.	Have QOS capabilities across different connection lines based on several criteria and features including but not limited to:		
	○Guaranteed bandwidth by application/user/services/protocols		
	○Minimum and Maximum bandwidth by application/user/services/protocols		
	○WAN availability		
	○Time-based		

Item No	Specifications and Performance Required Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
1.5.2.8.	Have detailed telemetry for SD-WAN services		
1.5.2.9.	Able to transparently use the existing static IPs of the various devices & services at the different MHC sites during an end-to-end connection.		
1.5.2.10.	Have a GUI with easy navigation between section, sub-sections, policies ... with comprehensive search facilities		
1.5.3.	Firewalling Requirements		
1.5.3.1.	Stateful and Stateless firewall		
1.5.3.2.	NAT and PAT Capabilities		
1.5.3.3.	Capable of creating several security zones and VLANs		
1.5.3.4.	Support automatic firmware upgrades and security patches		
1.5.4.	IPS and Threat Prevention Requirements		
1.5.4.1.	Able to protect against Zero-day & unknown malware attacks before static signature protections have been created /updated		
1.5.4.2.	Able to protect against DDOS attack		
1.5.4.3.	Able to detect and protect against specific known exploits, generic attack types without any pre-defined signatures, protocol misuse ...		
1.5.5.	Centralised Monitoring, Logging, Telemetry and Reporting Requirements		
1.5.5.1.	Has a central management console that provides extensive information and reporting facility about users, threats, vulnerabilities, connectivity		

Item No	Specifications and Performance Required Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
	and devices.		
1.5.5.2.	Real time monitoring of connectivity, events and threats		
1.5.5.3.	Detailed historical per-port, per-service and per-client usage statistics		
1.5.5.4.	Analysis of vulnerabilities in Real-time mode with appropriate dynamic security actions.		
1.5.5.5.	Ability to log all major events of the gateway including but not limited to User Identity & Activity, Connectivity, Bandwidth usage, system performance ...		
1.5.5.6.	Integration with SMS and Email gateways for notifications of events		
1.5.5.7.	Able to provide at least the following event options for each match rule or type of event: Log, alert, SNMP trap, email,		
1.5.5.8.	Able to view all of the security logs in one view pane in Log View for ease of troubleshooting exercise.		
1.5.5.9.	Equip with a graphical monitoring interface that provides an easy way to monitor gateway status		
1.5.5.10.	Equip with customizable threshold setting to take actions when pre-defined thresholds are reached. Actions must include the followings amongst others: Log, alert, send an SNMP trap, send an email ...		
1.5.5.11.	Have preconfigured graphs to monitor the		

Item No	Specifications and Performance Required Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
	evolution in time of traffic and system counters such as: top users, network traffic and other useful information.		
1.5.5.12.	Have detailed historical usage statistics per-port, per-service and per-user profile		
1.5.6.	User Access, Identification and Control Requirements		
1.5.6.1.	Integration with Microsoft Active Directory for management of Users/groups based on AD Account profile		
1.5.6.2.	Creation and enforcement of various type of security policies and services based on user profiles		
1.5.6.3.	Access to services and segment of the network based on user's profile and type of users.		
1.5.6.4.	Support granularity & role-based access for users such as administrators (For instance, View-only, Read-Write access)		
1.5.7.	Internet Access Requirements		
1.5.7.1.	Access to Internet services at branch level via main/backup lines with adequate security features		
1.5.7.2.	Application of QOS features on Internet services		
1.6.	Accessories, Cabling and Other requirements		
1.6.1.	Consists of supply and installation of all required cablings, accessories and fittings for setting up and operating the proposed infrastructure at		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
	MHC Head Office, Branches & DR site including but not limited to the followings where applicable:		
1.6.2.	All Cables - Patch cords, Power cords, FC cables ...		
1.6.3.	All SFP modules and ports		
1.6.4.	All expansion modules (where applicable)		
1.6.5.	Any required gateway, router, switch and licenses for connectivity purposes as per bidder's proposed architecture & solution to meet MHC's requirements.		
1.6.6.	The requirements provided in this RFP document is a baseline for the successful completion of the project. However, the bidder shall highlight any additional tasks or services required for the successful commissioning of the project. Any incidental cost for such tasks and services shall be included in the proposal of the bidder accordingly.		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.7.	Zero Trust Architecture		
1.7.1.	In-built feature within the proposed perimeter firewall		
1.7.2.	Support secure, encrypted connections across non-trusted network.		
1.7.3.	The Zero Trust client should support split tunnelling.		
1.7.4.	Ability to continuously collect endpoint security telemetry, including information about the device's operating system, applications, known vulnerabilities, fixes and security stats.		
1.7.5.	The Zero Trust architecture should be part of a framework that integrate with other security solutions such as endpoint protection and endpoint detection and response, SIEM, SOAR.		
1.8.	MFA Solution		
1.8.1.	Features Requirements		
1.8.1.1.	Natively support proposed Firewalling with seamless integration of devices Remote Access VPN client		
1.8.1.2.	Initially support SSO and MFA for 50 users with all required licenses		
1.8.1.3.	Support integration with Microsoft Active Directory and import of users from specific OUs		
1.8.1.4.	Support a single directory portal to manage all users, groups and devices, from any number of sources such as AD, LDAP...		
1.8.1.5.	Support non-AD user provisioning, where third party access to VPN or internal systems is required		
1.8.1.6.	Prompt for MFA based on several factors' user		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
	location, type of users		
1.8.1.7.	Allow exclusion of specific users for MFA-based logins		
1.8.1.8.	Allow management of all users from one single web portal Interface		
1.8.1.9.	Provide a range of MFA factors to suit business needs and security such as security questions, passwords, soft tokens, OTP, hardware tokens		
1.8.1.10.	Support Desktop Single Sign-On for AD Users		
1.8.1.11.	Support detailed logging for every event that occurs for access, failures, SSO, MFA together with the browser and OS being used		
1.8.1.12.	Have detailed alerts on suspicious activities, such as subsequent failed authentication attempts		
1.8.1.13.	Support additional authentication security through access policies based on: Users, Groups, IP range, Geolocation, device recognition, browser recognition		
1.8.1.14.	Have automatic locked actions in the event that a certain number of failed logins is attempted		
1.8.2.	General Note		
1.8.2.1.	Depending on the bidder's response, the extent to which the above specifications will be part of the implementation scope shall be discussed in detail		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
	and decided after award of contract.		
1.9.	Managed Services for Overall Solution		
1.9.1.	Managed Services are services related to the ongoing support and maintenance of the data network infrastructure and environment. Such activities include, but are not limited to:		
1.9.1.1.	Provide regular monitoring and reporting of system performance, utilization and efficiency.		
1.9.1.2.	Provide quarterly proactive maintenance on all systems		
1.9.1.3.	Provide Tier-2 technical assistance for Service Desk, support for end-users, other IT professionals, external entities in accordance with defined service levels.		
1.9.1.4.	Provide MHC with a copy of or access to any vendor-supplied documentation (including updates thereto) for any new, enhanced or modified software installed by Provider.		
1.9.1.5.	In accordance with the Change Management processes and procedures, make available to MHC published benchmarks and resource utilization statistics for the network.		
1.9.1.6.	Provide 24x7 availability with 4-hour response time, for repairs or replacement of equipment or problem resolution through alternative solution, within 1 day, causing production impact of critical business operations.		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.9.1.7.	Ensure availability of spare equipment at all times.		
1.9.1.8.	Provide access to centralised dashboard		
1.9.1.9.	Power on test, physical hardware test		
1.9.1.10.	Update of all firewall and SDWAN appliances to latest stable firmware version		
1.9.1.11.	Application of best practices and hardening guidelines as per Vendor best practices and recommendations.		
1.9.1.12.	Configuration of Firewall and SD-WAN as per Vendor best practices.		
1.9.1.13.	Configuration of outgoing and incoming policies.		
1.9.1.14.	Configuration of network interfaces as per MHC's requirements.		
1.9.1.15.	Real-time link failure detection and alert mechanism configuration.		
1.9.1.16.	Resilience and failure simulation testing of all equipment and WAN links.		
1.9.1.17.	Provide assistance to MHC and participate in two DC/DR drills per year.		
1.9.1.18.	Provide training and documentation to MHC IT team.		
1.9.1.19.	Review existing MHC setup and migrate to the newly provisioned architecture.		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.10.	Bidder's requirements		
1.10.1.	<u>Documentation</u> <ul style="list-style-type: none"> Bidders shall provide a complete description of the solution offered as part of their bid submission and shall provide the following, amongst others as appendices: 		
1.10.1.1.	Network and security objectives and Detailed Solution architecture with explanation on how they are addressing MHC's requirements – Appendix B.1		
1.10.1.2.	Technical documentation and specifications of the proposed solution - Appendix B.2		
1.10.1.3.	Detailed description of compliance with MHC's requirements - Appendix B.3		
1.10.1.4.	Any deviation from MHC's requirements - Appendix B.4		
1.10.1.5.	Sample reports and screenshots (Dashboards, Logs, Alerts...) - Appendix B.5		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.11.	Supplier's responsibilities		
1.11.1.	<u>Implementation Plan</u> Upon award of contract, a detailed implementation plan shall be proposed by the successful bidder to be discussed and approved by MHC.		
	The plan shall include the following amongst others: <ul style="list-style-type: none"> i. Kick-off and finalisation of Team composition ii. Finalisation of Implementation Plan iii. Survey iv. Finalisation of Scoping Document v. Equipment delivery vi. Installation vii. Phased implementation viii. System testing ix. UAT Signoff x. Training xi. Live deployment xii. Documentation 		
1.11.2.	<u>Phased Implementation</u>		
1.11.2.1.	In order to eliminate downtime and service disruptions, supplier to recommend the most appropriate deployment plan. Due consideration should be given to a phased implementation i.e., SD-WAN followed by internal firewall		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.11.2.2.	Deployment of solution shall be after office hours or weekends and at no time should the normal daily operations of company be disrupted.		
1.11.3.	<u>Implementation Activities</u> Supplier shall carry out following implementation activities amongst others:		
1.11.3.1.	Configuration of proposed solution (NGFW, SD-Wan & MFA) as per MHC's requirements and needs.		
1.11.3.2.	Provide adequate information to MHC with regards to firewall and Security best practices. Implementation shall be based on such best practices.		
1.11.3.3.	Installation & labelling of all supplied devices, cablings and accessories in MHC IT technical rooms/ Data Centre accordingly.		
1.11.3.4.	Installation and Configuration of SD-WAN Branch devices at both MHC local and Rodrigues branches		
1.11.3.5.	Rack-mount of all devices where applicable		
1.11.3.6.	In the actual set up, firewalling rules and configurations consist of several security zones, VLANs, NAT, PAT, access lists, users, user groups, profiles and VPN amongst others and are catered by the existing Cisco & FortiGate firewalls, Cisco routers and Cisco switches. Supplier to		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
	review these rules and configs in alignment to industry best practices for MHC approval.		
1.11.3.7.	Implementation of the approved rules & configurations on the new system shall be carried by supplier.		
1.11.3.8.	Supplier shall define, setup and implement user groups and user profiles on all applicable devices.		
1.11.3.9.	Full integration of firewall, SD-WAN & MFA solution with Microsoft Active Directory.		
1.11.3.10.	Migration of all existing configurations and services on current Core switch (Cisco 3560X) to new Core switch (Cisco 9300 – supplied by MHC) shall be carried out by successful bidder.		
1.11.3.11.	Configuration of Core switch (Cisco 9300) in stacking mode.		
1.11.3.12.	Configuration of Cisco Core switches while following “Spine and Leaf” architecture.		
1.11.3.13.	Required configurations on existing devices (router, core switch, access switch, gateway ...) for a smooth and successful implementation shall be carried out by successful bidder.		
1.11.3.14.	Creation and Configuration of an Out-of-Band Management network to remotely access devices in case of network unavailability or device crash and carry out activities such as reboot, etc. All required devices and accessories such as additional switch shall be fully supplied by bidder.		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.11.3.15.	Internal Firewall and SD-WAN devices shall be configured as per industry norms for optimal security.		
1.11.3.16.	Onsite support shall be provided following go-live for a period of at least three (3) business days. Supplier's engineer shall be onsite as from 08h00 till close of business to troubleshoot any issues on a priority basis.		
1.11.3.17.	All supplied equipment shall be hardened as per best security practices by successful bidder accordingly.		
1.11.3.18.	Demonstration of Backup and restore related activities of the entire solution before live deployment.		
1.11.4.	<u>Documentation</u> <ul style="list-style-type: none"> Document all major installations, configurations and customizations of solutions and submit all required documentations to MHC for approval which includes the following amongst others: 		
	i. Detailed Network diagram of the new MHC Architecture		
	ii. Detailed configuration of all equipment installed		
	iii. Functions and services configured		
	iv. Users, user group and profiles created		
	v. Access to system by administrators		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
	vi. Operating and maintenance manual for all equipment and Applications		
	vii. Backup and restore activities for the entire solution		
1.11.5.	<u>Training</u>		
1.11.5.1.	Provide adequate training to MHC technical staff to achieve self-sufficiency in: <ul style="list-style-type: none"> i. The general operation of the entire solution. ii. First level support on all equipment and systems. 		
1.11.5.2.	Provide technical trainings based on certified manufacturer's syllabus for each type of supplied devices (firewall, SD-WAN ...) accordingly to MHC administrators (2 persons) prior to the implementation of the project.		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.12.	List of Deliverables		
1.12.1.	The list of deliverables, requiring MHC approval, during implementation of this project include the followings amongst others:		
1.12.2.	Detailed Project Plan		
1.12.3.	Detailed scoping document following conduct of Survey		
1.12.4.	Progress reports as per agreed schedule		
1.12.5.	Delivery and Installation certificates		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (if applicable)
1.12.6.	Implementation and Configuration Document		
1.12.7.	User Acceptance Test certificate		
1.12.8.	Training calendar and materials		
1.12.9.	Operational Acceptance Certificate after deployment of solution in the live environment		
1.12.10.	System Documentation, manuals		

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (If applicable)												
1.13.	Maintenance and Support Services														
1.13.1.	Provide post implementation support during the lease/rental and maintenance services period which shall include but not limited to the followings:														
	<div>i. Intervention and resolution times shall be as per below table:</div> <table><tr><th>Criticality</th><th>High</th><th>Medium</th><th>Low</th></tr><tr><td>Intervention Time</td><td>Within 4 Hours</td><td>Within 8 Hours</td><td>Within 12 Hours</td></tr><tr><td>Resolution Time</td><td>Within 1 business day</td><td>Within 3 Business Day</td><td>Within 7 Business Day</td></tr></table>	Criticality	High	Medium	Low	Intervention Time	Within 4 Hours	Within 8 Hours	Within 12 Hours	Resolution Time	Within 1 business day	Within 3 Business Day	Within 7 Business Day		
	Criticality	High	Medium	Low											
	Intervention Time	Within 4 Hours	Within 8 Hours	Within 12 Hours											
	Resolution Time	Within 1 business day	Within 3 Business Day	Within 7 Business Day											
	<div>ii. Unlimited Technical supports and interventions</div>														
	<div>iii. Recommend critical updates and upgrades of the different components of the solution in a timely manner.</div>														
	<div>iv. Apply the approved updates and upgrades.</div>														
	<div>v. Conduct awareness sessions with MHC Technical staff on new features and services.</div>														
	<div>vi. Conduct preventive maintenance twice yearly and submit report accordingly.</div>														
	<div>vii. Install and configure existing features available in the solution including new features introduced by upgrades.</div>														
	<div>viii. Escalate unresolved issues to concerned Manufacturer/ vendors (both Hardware and software) for prompt resolution.</div>														
<div>ix. Temporary replacement solutions in</div>															

Item No.	Specification and Performance Required	Compliance of Specifications	Details of Non-Compliance/ Deviation (If applicable)
	case critical issues are not resolved within 1 day.		
	x. Full labour and parts		
	xi. Renewal of licenses (where applicable)		

Additional Information

Final Commissioning: Within 6 Months as from the date of Letter of Acceptance.

Duration of Contract: 5 years

Terms of Payment: Payments shall be made on a monthly basis in arrears starting from the Go-Live date.

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 Lessee is: Mauritius Housing Company Ltd
GCC 1.1 (m)	The Project Site/Final Destination is: 4th Floor, MHC Building, Révérend Jean Lebrun Street, Port Louis
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For <u>notices</u> , the Lessee's address shall be: The Managing Director Mauritius Housing Company Ltd, MHC Building, Révérend Jean Lebrun Street, Port Louis Telephone: (230) 405-5555; Fax: (230) 212-3325
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between the Lessee 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.
GCC 13.1	Details of Shipping and other Documents to be furnished by Suppliers are: <i>For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):</i> Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

	<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.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	Payments shall be made on a monthly basis in arrears starting from the Go-Live date.
GCC 16.4 (b)	Local Suppliers shall be paid in Mauritian Rupees only. The prices shall not 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 <i>shall not be required</i> .
GCC 18.3	If required, the Performance Security shall be denominated in Mauritian Rupees, excluding VAT. Not applicable
GCC 18.4	Discharge of the Performance Security shall take place: <i>after completion of the one year lease period. Not applicable</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>Not applicable</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.

GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	Not applicable
GCC 26.2	Not applicable
GCC 27.1	The liquidated damages shall be: Rs10,000 per day
GCC 27.1	The maximum amount of liquidated damages shall be: Rs100,000
GCC 28.3	Not applicable
GCC 28.5	The period for repair or replacement shall be: <i>As per Section V. Schedule of Requirements, Clause No.1.13.1</i>

Section VIII. Contract Form

1. Contract Agreement	91
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1. Contract Agreement

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.

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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

Signature_____

Name: _____

Title: _____

For and on behalf of the Supplier

Signature_____

Name: _____

Title: _____