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Open National Bidding

for the

Provision of Security Services at University of Technology, Mauritius

IFB No: UTM/SS/ONB/09/2021 – 2022

University of Technology, Mauritius

La Tour Koenig

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14 June 2022

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Section I – Instructions to Bidders

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The **University of Technology, Mauritius (UTM)** also referred to herein as the Employer invites bids for the provision of security services to its main building – Block (A – F), the new premises ex-MITD building (new block G + 1 & yard) and the Informatics Park Ltd. as described in Section III – Scope of Service and Performance Specifications.

The contract shall be on the basis of fixed rates for an initial period of one year, renewable thereafter on same terms and conditions for an additional period of twelve (12) months subject to satisfactory performance of the Service Provider on same terms & condition.

- 1.2 Throughout these bidding documents, the terms “in writing” means any typewritten or printed communication, including e-mail, and facsimile transmission, and “day” means calendar day. Singular also means plural.

2. Challenge & Appeal

- 2.1 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.

- (a) 2.2 Challenges shall be addressed to:

The Director General
University of Technology, Mauritius
La Tour Koenig, Pointe aux Sables 11134
Fax: 234 16 60
Email: directorgeneral@umail.utm.ac.mu

- 2.3 Application for Review shall be addressed to

The Chairperson
5th Floor, Belmont House
Intendance Street, Port Louis
Tel : 260 22 28
Fax No : 214 92 52
Email : irp@govmu.org

3. Corrupt or Fraudulent Practices

- 3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.
- 3.2 Bidders, suppliers and public officials shall 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

- 3.3 The Employer 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;

For the purpose of this Sub-Clause:

- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- 3.4 The Public Body 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 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 Public Body 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.

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “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.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

4. Eligible Bidders

- 4.1 The Employer may in the course of bids evaluation require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility compliance may refer to the following:

- (a) Business registration, for which evidence may include the certificate of company registration;
 - (b) Tax status, for which documentation of tax registration and tax clearance are particularly relevant;
 - (c) Certifications by the Bidder of the absence of a debarment order and absence of conflict of interest; and
 - (d) Certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.
 - (e) license from the Commissioner of Police to operate as Private Security Service Provider.
- 4.2 Government-owned enterprises in the Republic of Mauritius may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.3 A Service Provider 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.
- 4.4 A list of Bidders who are disqualified or debarred from participating in public procurement in Mauritius is available on the website of the PPO.
- 4.5 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as the Employer shall reasonably request.
- 4.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- (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 the party is involved. However, this does not limit the inclusion of the same subcontractor 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 contract that is the subject of the Bid.

5. Qualification of the Bidder

5.1 Bidders shall include the information and documents listed hereunder with their bids. If, after opening of bids it is found that any document is missing the Employer may request the submission of that document subject to clause 27.1. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- (b) total monetary value of security services performed for each of the last five years;
- (c) experience in services of a similar nature and of similar size as far as possible, in each of the last three years, and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) major items of resources, logistics support and strategies proposed to deploy for the execution of this contract;
- (e) qualifications and experience of supervisory personnel proposed to ensure good performance of the service;
- (f) reports on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/ Audited Accounts as files at the Registrar of Companies before the deadline set for such submission of bids;
- (g) information regarding any litigation, current and during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (h) lists of contracts that have been terminated prior to their expiry dates in the last five years and reasons for such occurrences, and
- (i) Copy of the license from the Commissioner of Police to operate as "Private Security Service Provider".
- (j) Documentary evidence that the Security guards proposed are registered with the Commissioner of Police under Private Security Service (PSS) Act 2004.

5.2 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) the average annual financial amount of services provided over the last five years should represent at least half of the annual contract value or part thereof for which the Bidder is selected for award.
- (b) experience and satisfactory performance over the last five years as prime contractor in providing services on sites of similar nature as specified in the scope of service;
- (c) proposals for the timely acquisition or arrangements (of additional resources and logistics) in case the contract or part thereof is awarded;
- (d) an undertaking from the Bidder that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.
- (e) Valid and clean license from the Commissioner of Police to operate as private security service provider.
- (f) Fully registered Security guards with the Commissioner of Police under the PSS Act 2004.

A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

6. Cost of Bidding

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs.

7. Site Visit /Pre-Bid Meeting

- 7.1 The Bidder, at his own responsibility and risk, is encouraged to visit and examine the site(s) and its surroundings where the services are required and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the Site shall be at the Bidder's own expense.

Planned site visits have been scheduled as follows: *23 June 2022 at 10.30hrs*

[Contact Person for site visit: Mr. A. Taka, Ag. Office Superintendent (Tel: 207 5250 / 5943 6399)]

B. Bidding Documents

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|--|---|-----------|-------------------------|------------|---------------|-------------|---|------------|-------------------|-----------|--------------------------------|------------|-----------|
| 8. Content of Bidding Documents | <p>8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:</p> <table border="0" style="margin-left: 40px;"> <tr><td>Section I</td><td>Instructions to Bidders</td></tr> <tr><td>Section II</td><td>Bidding Forms</td></tr> <tr><td>Section III</td><td>Scope of Service and Performance Specifications</td></tr> <tr><td>Section IV</td><td>Activity Schedule</td></tr> <tr><td>Section V</td><td>General Conditions of Contract</td></tr> <tr><td>Section VI</td><td>Schedules</td></tr> </table> <p>8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections II and IV should be completed and returned with the bid in the number of copies specified in ITB Clause 18</p> | Section I | Instructions to Bidders | Section II | Bidding Forms | Section III | Scope of Service and Performance Specifications | Section IV | Activity Schedule | Section V | General Conditions of Contract | Section VI | Schedules |
| Section I | Instructions to Bidders | | | | | | | | | | | | |
| Section II | Bidding Forms | | | | | | | | | | | | |
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| Section IV | Activity Schedule | | | | | | | | | | | | |
| Section V | General Conditions of Contract | | | | | | | | | | | | |
| Section VI | Schedules | | | | | | | | | | | | |
| 9. Clarification of Bidding Documents | <p>9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer at the following address:</p> <p style="margin-left: 40px;">The Registrar
University of Technology, Mauritius
La Tour Koenig, Pointe aux Sables 11134
<i>Tel: 207 52 50</i>
<i>Fax: 234 67 27</i>
<i>Email: registrar@umail.utm.ac.mu</i></p> <p style="margin-left: 40px;">The Employer will respond to any request for clarification received earlier than <i>30 June 2022</i>. Copies of the Employer's response having any incidence in the preparation of bids will be forwarded to all those who received the bidding documents directly from the Employer, but without identifying its source.</p> | | | | | | | | | | | | |
| 10. Amendment of Bidding Documents | <p>10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.</p> <p>10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to those who obtain the bidding documents directly from the Employer. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.</p> <p>10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, as necessary in accordance with ITB Sub-Clause 20.2 hereunder.</p> | | | | | | | | | | | | |

C. Preparation of Bids

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|---|--|
| 11. Language of Bid | <p>11.1 All bids, proposals and contract documents relating to the bid shall be in “English”.</p> <p>11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.</p> |
| 12. Documents Comprising the Bid | <p>12.1 The bid submitted by the Bidder shall comprise the Technical and Financial Proposals as detailed hereunder:</p> <ul style="list-style-type: none"> (a) Qualification Information Form and Documents annexed to the Bid Submission Form in Section II; (b) Documents listed in ITB Sub-Clause 5.1 and (c) Proposal as required in ITB Sub-Clause 13.1 (d) Bid Submission Form (contained in Section II); (e) Price Activity Schedule (Section IV); (f) Bid Securing Declaration; and (g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof. |
| 13. Technical Proposal | <p>13.1 The Bidder shall structure the operational and technical part of its Proposal as follows:</p> <ul style="list-style-type: none"> (a) Management plan <p style="margin-left: 40px;">This section should provide a brief description of the Bidder’s present activities. It should focus on services related to the Proposal.</p> <p style="margin-left: 40px;">The Bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the Employer.</p> (b) Resource plan <p style="margin-left: 40px;">This should fully explain the Bidder’s resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder’s current recruitment and training policy, capabilities/facilities and any plan for their expansion.</p> (c) Safety and Health Policy <p style="margin-left: 40px;">The Bidder should produce its Safety and Health Policy and describe the arrangements made to fulfill its obligations to ensure compliance of the duty of the employer, as defined under the Occupational Safety and Health Act.</p> |

(d) Proposed Plan of Work

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed, and demonstrating how the proposed methodology meets or exceeds the requirements. The Bidder must submit a detailed staff management plan and site monitoring plan, including the number of staff, their task, and timelines for performing security tasks as outlined in Section III, Scope of Service and Performance Specifications. In addition to the above information, as a minimum, the Bidder must submit the following documentation:

- 1) Number of qualified security staff (Male/Female) available, including their level of experience;
- 2) confirmation that the Service Provider is able to communicate with the security guards and to response promptly in case of any major incident to assist its personnel on site. List of vehicles, control centers and other strategic arrangement to cope with unforeseen circumstances;
- 3) information of how the Service Provider will manage the provision of replacement security guards during sick leave and annual leave;
- 4) leave entitlement for the staff and method of managing staff leave entitlements
- 5) Client reference list, including contact details; and
- 6) list of major recent contracts.
- 7) A copy of the Service Provider's insurance covers for on-going contracts, namely: (a) The Contractors' All Risks (CAR), (b) The Third Party Liability Insurance Cover, (c) Professional Liability Insurance.

[Note; The Successful Service Provider will be required to arrange for its insurance covers in respect of these risks at the time of contract award to cater for at least Rs10,000,000.00 for the Professional Indemnity Insurance Cover for the whole contract value or apportioned as per value of contract awarded, extended to loss/damages to guarded assets (excluding all monies and securities). The Third Party Insurance Cover should cater for at least Rs 5 millions.at any one occurrence and an annual aggregate of Rs.100millions against bodily injuries/ death and damages to property].

Non-submission of these information or submission of incomplete information could prove to be detrimental to the Bidder's proposal in the evaluation and marks allocation of its Technical Proposal.

- 14. Bid Prices**
- 14.1 The Contract shall be for the services or part thereof, as described in Section III and based on priced activity schedules submitted by the Bidder.
- 14.2 Bidders shall fill in prices for the items of the services described in Section III and listed in the Section IV.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the total bid price.
- 14.4 Prices shall be fixed and inclusive of all taxes, end-of –the year bonus and gratuities as well as any increase that may be awarded by government during the contract period.
- 15. Contract Price**
- 15.1 The total amount contained in the Activity Schedule shall be brought forward in the Financial Bid Form as a lump sum in Mauritian Rupees.
- 15.2 Bidders may be required by the Employer to substantiate that the amounts included in the Lump Sum are reasonable and responsive also to ITB Sub-Clause 5.2.
- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period of hundred and twenty (120) days after the closing date for submission of bids.
- 16.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without having the Bid Securing Declaration executed. A Bidder agreeing to the request will not be required or permitted to otherwise modify the bid.
- 17. Bid Securing Declaration**
- 17.1 The Bidder shall be aware of the content of the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form.
- 17.2 If a Bid Securing Declaration is executed the bidder may be disqualified to be awarded a contract by any Public Body for a period of time as determined by the Procurement Policy Office.
- 18. Format and Signing of Bid**
- 18.1 The Bidder shall prepare one original set of the documents comprising the Technical and Financial Proposals as described in ITB Clause 12. In addition, the Bidder shall submit one (1) copy of the Technical and Financial Proposals and one set of accompanying documents as listed in ITB Sub-Clause 5.1. In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clauses 5.1(b). All pages of the bid, where entries or amendments have been made, shall be initialed by the person or

persons signing the bid.

D. Submission of Bids

19. Sealing and Marking of Bids

- 19.1 The Bidder shall seal the original and all copies of the Bid in one envelope.
- 19.2 The envelope shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to: University of Technology, Mauritius
La Tour Koenig, Pointe aux Sables 11134
 - (c) bear the name and identification number of the Contract as defined in the Invitation to bid; and
 - (d) provide a warning not to open before the specified time and date for Bid Opening as mentioned in ITB Clause 22.
- 19.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of Bids

20.1 Bidders are requested to submit their bids in sealed envelopes clearly marked

“Provision of Security Services at University of Technology, Mauritius – ref. UTM/SS/ONB/09/2021-22” addressed to the Registrar, University of Technology, Mauritius, Avenue de la Concorde, La Tour Koenig, Pointe aux Sables 11134.

Bids should be deposited in the Bid Box located at the **Central Administration Department, University of Technology, Mauritius, Avenue de la Concorde, La Tour Koenig, Pointe aux Sables 11134**, not later than **Thursday 14 July 2022 at 13.00hrs.**

Bids received after the prescribed date and time will be rejected.

Bids received through fax and or electronically will not be accepted.

A. Bids will be opened in the Board Room of the University of Technology, Mauritius, Avenue de la Concorde, La Tour Koenig, Pointe aux Sables 11134, on **Thursday 14 July 2022 at 13.15hrs** in the presence of bidders or bidder's representative who choose to attend.

B. Bidders are advised to attend a **site visit** to be held at the University of Technology, Mauritius, Avenue de la Concorde, La Tour Koenig, Pointe aux Sables 11134, on **Thursday 23 June 2022 at 10.30hrs.**

The pre-bid meeting will be followed by a site visit.

- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the Bidders, previously subject to the original deadline, will then be subject to the new deadline.

- 21. Late Bids** 21.1 Any bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.
- 22. Modification and Withdrawal of Bids** 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause 16.1 or as extended pursuant to ITB Sub-Clause 16.2 shall result in execution of Bid Securing Declaration pursuant to ITB Clause 17.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause, or included in the original bid submission.

E. Bid Opening and Evaluation

- 23. Bid Opening** 23.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 22, in the presence of the Bidders' representatives who choose to attend, at Conference Room, University of Technology, Mauritius, La Tour Koenig, Pointe aux Sables 11134 on Thursday 14 July 2022 at 13.15hrs.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22, shall not be opened.
- 23.3 The Bidders' names, the bid prices and the total amount of each bid any discounts, bid modifications and withdrawals, the presence or absence of the subscription of Bid Securing Declaration in the Bid Submission Form, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at Bid Opening except for the late bids pursuant to ITB Clause 21; Bids and modifications sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 23.4 The Employer will prepare minutes of the Bid Opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.

- 24. Process to be Confidential**
- 24.1 Information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions, may result in the rejection of his bid.
- 25. Clarification of Bids**
- 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 29.
- 25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the Bid Opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 26. Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid:
- (a) meets the eligibility criteria defined in ITB Clause 4;
 - (b) has been properly signed; and
 - (c) is substantially responsive to the requirements of the bidding documents.
- 26.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- (a) which affects in any substantial way the scope, quality, or performance of the Services;
 - (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or

reservation.

27. Errors and Omission

27.1 In the examination of substantially responsive bids, the Public Body shall distinguish between errors and omissions that are properly subject to correction and those that are not. A Bidder should not be automatically disqualified for not having presented complete information, either unintentionally or because the requirements in these bidding documents were not sufficiently clear. Provided that the error or omission in question is subject to correction – generally a situation arising in the context of issues relating to data, information of a factual or historical nature, or issues that do not affect the principle that bids should be substantially responsive, the Public Body must permit the Bidder to promptly provide the missing information or correct the mistake. However, there are certain basic errors or omissions which, because of their nature are not subject to correction. Examples of these are failure to sign a bid or submit a guarantee. Furthermore, the Bidder may not be permitted to correct errors or omissions that alter the substance of an offer, constitute material deviation or reservation, or in any way improve it.

28. Comparison of Technical Proposal

28.1 The Technical Proposals shall be evaluated as per a marking system as indicated in Section VI – Schedule Only those having scored the minimum pass marks or more, shall be retained for the financial evaluation.

F. Opening and Evaluation of Financial Proposals

29. Correction of Errors

29.1 Bids determined to be substantially responsive shall be checked by the Public Body for any arithmetic error. Errors shall be corrected by the Public Body as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

29.2 The amount stated in the bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Securing Declaration exercised in accordance with ITB Sub-Clause 17.2.

30. Evaluation and

30.1 The Employer will evaluate and compare only those bids that

Comparison of Financial Proposals

have scored the minimum pass mark.

30.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 29; and
- (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.

30.3 The prices shall be compared as per a marking system. The lowest financial proposal (F_m) will be given the maximum mark (S_m) allocated to financial proposals and the marks shall be computed as follows:

$$S = S_m \times F_m / F$$

Where F is the price of the proposal under consideration.

(Example: if the price quoted by the lowest bidder is Rs. 250 000 and the maximum marks allocated for the Financial Proposal is 30 marks, the lowest bidder gets 30 marks and a bidder having quoted Rs. 300 000 gets (Rs 250 000/ Rs 300 000) x 30, that is, 25 marks and so on and so forth for the other bidders).

F. Award of Contract

31. Award Criteria

31.1 Subject to ITB Clause 32, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest marks per (*site, zone or the whole lot*) provided that such Bidder has been determined to be:

- (a) eligible in accordance with the provisions of ITB Clause 4; and
- (b) qualified in accordance with the provisions of ITB Sub-Clause 5.2.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding ITB Clause 31, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

33. Notification of Award and Signing of Agreement

33.1 Prior to the expiration of the period of bid validity, the Employer 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 Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer's website, the

results of the Bidding Process.

33.2 The notification of award will constitute the formation of the Contract.

33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required Performance Security pursuant to Clause 34.

**34. Performance
Security**

34.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount of *10 % of the annual contract value* denominated in Mauritian Rupees in the form of Bank/insurance company guarantee as per the format in Section VI, and in accordance with the General conditions of Contract.

34.2 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1, shall constitute sufficient grounds for cancellation of the award and execution of the Bid Securing Declaration.

35 Debriefing

35.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended.

Section II – Bidding Forms

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Bid Submission Form

Date:.....:

To:[name and address of Employer]

(a) Having examined the bidding documents, [includingaddenda], we offer to execute the.....
[name and identification number of Contract] in accordance with the Conditions of Contract, Scope of Service and Performance Specifications and the Activity Schedules accompanying this bid for the Contract Price of Rs.....
.....
[Insert the total bid price in words and figures, indicating the various amounts and the respective currencies];

(b) We hereby confirm that this proposal complies with the bid validity required by the bidding documents.

(c) We have read and understood the content of the Bid Securing Declaration form contained in Section II and subscribe fully thereto. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein.

(d) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

(e) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
[if none, state "none"]		

(f) 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 Public Body's employees involved in the bidding process or the execution

of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

(g) We understand that you are not bound to accept the lowest or any bid you receive.

(h) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding Contract between us, until a formal contract is prepared and executed.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

[Company's seal]

Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (c) 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 University of Technology, Mauritius during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

*[*Please delete as appropriate]*

Annex to Technical Proposal Form

Qualification Information

1. Individual Bidders

1.1 Constitution or legal status of Bidder: *[attach copy]*Place of registration: *[insert]*Principal place of business: *[insert]*Power of attorney of signatory of bid or alternative acceptable evidence: *[attach]*1.2 Total annual volume (amount in rupees) of services performed in each of the last three years: *[insert]*

1.3 Services performed as prime Service Provider on the provision of services of a similar nature over the last three years. Also list details of work under way or committed, including expected completion date.

	Project name	Client	Client's contact person	Contract Price MUR	Ongoing/ Completed	Payment received (MUR)		
						(yr)	(yr)	(yr)
(a)								
(b)								
Annual Turnover								

[The selected bidder will be required, at post qualification assessment to submit, within seven days, written evidence for each of the listed projects certified by his client or by a professional having worked on those projects stating, inter alia, that the project was executed by the said contractor in its capacity as prime service provider]

1.4 Major items of Service Provider's Equipment and logistics proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.2(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.2(d) and GCC Clause 4.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, financial statements etc. List below and attach copies.
- 1.8 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.9 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.10 Statement of compliance with the requirements of ITB Sub-Clause 4.1.

2. Additional Requirements

- 2.1 Bidders should provide any additional information required in the ITB and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Section III – Scope of Service and Performance Specifications

A. Scope of Service

The University of Technology, Mauritius, herein referred to as the Employer, requires the Service Provider to provide security services to its main building, the ex – MITD building and the Informatics Park Ltd., all situated at La Tour Koenig, Pointe aux Sables, to the highest industry standards and not less than in accordance with the minimum service levels outlined below:-

The Security Provider shall be responsible for the following:-

1. keep watch over the premises of the University of Technology, Mauritius and the New Premises (ex – MITD) building and over activities within the premises of both buildings;
2. protect the property of UTM and the ex – MITD building from incidents of fire, theft, trespass, intrusion, vandalism, damage and/or any other incidents which may jeopardize health and security on campus and/or disrupt UTM activities.
3. immediately inform the Employer's representative and the contractor's control office of all emergencies and seek prompt intervention from appropriate bodies such as ambulance, police station and fire services.
4. take preventive measures, as appropriate, during such circumstances as fire, overflow of water, cyclone and accidents to avoid damage to the property of the UTM and the New Premises (ex – MITD) building.
5. carry out checks at irregular intervals around the yard, inside toilets, and inside lecture rooms and computer labs as a deterrent against unauthorised activities such as consumption of alcoholic drinks, smoking, betting, fights, misconduct and keep record thereof.
6. exercise constant vigilance to identify and report any weakness or suspected attempt from intruders or any other occurrence that is likely to compromise the security and safety of the property of the UTM and the New Premises (ex – MITD) building and of all people on both premises.
7. safe keep and monitor IN and OUT movement at the main door of the Central Administration building and at the gatepost.
8. take charge of specific keys at the request of the Employer's representative and maintain proper record thereof.
9. monitor and record the flow of all incoming and outgoing vehicles on the premises of the UTM and the ex – MITD building in an appropriate log book.
10. ensure proper parking of vehicles within the compound of UTM and the ex – MITD building, direct drivers to parking areas and assist them to identify unoccupied parking slots and keep watch over parked vehicles.
11. ensure that all vehicles on campus have its engine switched off whether in or out the parking area; an important measure of the UTM in its pollution free and sustainability campaign.
12. assist and direct visitors seeking help in finding their way within the premises. Provide visitors with relevant information as directed by the Employer's representative, especially during special events.
13. safe keep Attendance Registers of contractors for Cleaning Services and for Gardening and Maintenance of Yard Services. Ensure that IN and OUT movements of employees of these contractors are recorded in the presence of a Security Personnel at the gatepost.
14. take charge of and keep watch over all movable UTM property kept in the yard:
 - (i) On a permanent basis, such as bins, yard lamps, garden benches and tables; and
 - (ii) For any other specific purposes such as construction materials, tents and plants.
15. keep a special watch at all points giving access to the UTM premises.

16. enforce UTM security as per applicable rules and regulations and as communicated by the Employer's representative and enforce all laws prohibiting smoking and consumption of any drug on the UTM compound.
17. lock all gates after ensuring that no one is inside the compound of the UTM and the ex – MITD building.
18. conduct appropriate enquiries on security personnel present on site and submit reports to the Employer's representative in cases of loss and/or damage to UTM property.
19. keep watch over movements and activities of UTM students at Informatics Park Ltd created space at the south side of the UTM campus, inside lecture rooms, inside and outside the building. Report any suspicious, unlawful and/or undisciplined behaviors.
20. monitor and keep record of visitors accessing the Central Administration building and ensure security therein.
21. monitor the movement of keys safe kept in the key box within the Central Administration building and keep record thereof.
22. submit to the Employer's representative clear and comprehensive written reports on a monthly basis, supported by relevant documents, as appropriate.
23. return all log books and records to the Employer's representative as soon as they are filled.
24. properly maintain records in log books with appropriate volume number for proper monitoring and flow of information.
25. submit a monthly regular report with an appropriate checklist and implementation indicated therein.
26. ensure diligence and care when having recourse to body search which should be done upon approved instruction or, if indicated or made mandatory, in the highest interest of the UTM and within the provision of law.
27. make necessary arrangements to ascertain that security personnel are available on site during cyclone warnings Class III and IV, and during any other natural calamities or during confinement and/or any other crisis situation, as applicable.
28. ensure safety and health protocols to prevent and/or mitigate the risk of transmission of COVID-19 or any other pandemic or epidemic disease within the premises of UTM and the ex – MITD building and carry out duties in connection thereto as directed by the Employer's representative, namely, *inter alia*:
 - daily temperature checking and recording of all employees and visitors at all access points to the campus of the University and at the entrance of the ex – MITD building;
 - registering visitors prior to granting them access to the premises;
 - ensuring employees, on site contractors and visitors wear appropriate PPE at all times
29. assist the UTM for the smooth running of events such as Open Days/Registration of Students/Students Election/Convocation Ceremony and any other like activities and carry out duties in connection thereto as directed by the Employers' representative. The Security Provider will be required to attend duty at venues where Convocation Ceremonies are conducted as directed by the Employers' representative.

B. Performance Specifications

[Bidders should complete columns C and D with the specification of the services offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.	<p><u>ALL YEAR ROUND</u></p> <p><u>Day Duty (06.00 hrs to 18.00 hrs)</u></p> <p>14 security officers (10 males and 4 females)</p> <p>1 male Field Security Controller</p> <p>(9 males and 3 females to be posted at the UTM and 1 male and 1 female to be posted at the new premises (ex – MITD) building</p> <p><u>Night Duty (18.00 hrs to 06.00 hrs)</u></p> <p>7 male security officers (5 to be posted at the UTM and 2 at the new premises (ex – MITD) building.</p> <p>1 male Field Security Controller</p>		
2.	<p><u>Profile of Field Security Controller</u></p> <p>Experience: At least 5 years’ experience at supervisory level in the field of security services (<i>Produce documentary evidence of experience</i>)</p> <p>Age limit: 35 to 65 years old</p>		
3.	<p><u>Profile of Security Officers</u></p> <p>Age limit: 25 to 50 years</p>		
4.	<p><u>Profile of all security personnel on site:</u></p> <p>Literacy: ability to read and to write reports and to speak English, French, Mauritian Creole well.</p> <p>Minimum Height: 1 m 60 cm</p>		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
4. (cont d.)	<p>Fitness: Medically and physically fit and strong (<i>Documentary evidence certifying the above should be produced to the UTM upon award of contract</i>).</p> <p>Properly trained, efficient and experienced</p>		
5.	<p><u>Equipment to be in possession of each Security Officer and of the Field Security Controller on duty</u></p> <p>Whistles for each security officer Walkie Talkies for each security officer Truncheons or tonfa batons for each security officer Pocket Alarm Devices</p> <p>One (1) mobile phone to be in possession of the Field Security Controller.</p> <p><u>Equipment at the Gatepost (for use as and when required)</u></p> <p>15 Raincoats 6 Torches with spare batteries</p>		
6.	<p><u>Identification for all security personnel on site:</u></p> <p>Security Officers must wear uniforms and identification badges with photos.</p>		
7.	Certificate of Morality for all site workers to be submitted (Mandatory).		

Specifications and Performance Standards Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

C. Performance Monitoring

1. Objective:

The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

2. Management Meetings

The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee comprising Employer's representatives who are involved in one way or the other in the administration of the security services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service Provider. There shall be separate committee arrangements where the contract of the Public Body has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day to day matters.

The scope of the Committee(s) shall be for:

- (a) reviewing major incidences that have occurred on the sites in the past months and measures taken thereon;
- (b) taking cognisance of complaints made by the Employer's representatives and action taken by the Service Provider;
- (c) attending to weaknesses in respect of facilities available on the sites and causes for improvement;
- (d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- (e) attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate record of the Management Meetings shall be kept by the Employer.

3. Post Contract Evaluation Report

After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purpose.

Section IV – Activity Schedules

List of sites and security requirements

[Sample schedule which the public body may amend to best suit its requirements and to repeat such schedule per zone where the award of contract would be by zone for administrative reasons or on the basis of different degree of security levels]

Sites	Location	Service Requirement	Amount* Rs
1	A – UTM campus	-One guard on a 24-hr basis	
2	B – IPL Building	-One guard from 8.00 to 16.00 hrs weekdays except Public holidays	
3	C – Ex-MITD Building	One guard from 8.00 to 16.00 hrs and one guard on a 24 hr basis	
4	D		
5	E		
6	F		
7	G		
8	H		
9			
10			
		Sub-Total	
		VAT 15 %	
		Total	

** Prices shall be inclusive of attendance during cyclone warnings Class III and IV.*

Section V. General Conditions of Contract

Table of Clauses

1. Commencement, Completion, Modification, and Termination of Contract	Error! Bookmark not defined.
1.1 Effectiveness of Contract	Error! Bookmark not defined.
1.2 Commencement of Services	Error! Bookmark not defined.
1.3 Intended Completion Date	Error! Bookmark not defined.
1.4 Modification	Error! Bookmark not defined.
1.5 Force Majeure	Error! Bookmark not defined.
1.6 Notices	Error! Bookmark not defined.
1.7 Termination	Error! Bookmark not defined.
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2. Obligations of the Service Provider	Error! Bookmark not defined.
2.1 General	Error! Bookmark not defined.
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2.3 Service Provider's Actions Requiring Employer's Prior Approval	Error! Bookmark not defined.
2.4 Assignment	Error! Bookmark not defined.
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Security	Error! Bookmark not defined.
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Section V. General Conditions of Contract

1. Commencement, Completion, Modification, and Termination of Contract

- | | |
|--------------------------------------|--|
| 1.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of Acceptance. |
| 1.2 Commencement of Services | <p>1.2.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general arrangements, order, timing for change of shifts and routine site checks</p> <p style="padding-left: 40px;">The Services shall be carried out in accordance with the approved Program as updated.</p> <p>1.2.2 The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the Letter of Acceptance.</p> |
| 1.3 Intended Completion Date | 1.3.1 Unless terminated earlier pursuant to Sub-Clause 1.7, the Service Provider shall be for 12 months <i>and</i> for an additional period of 12 months thereafter, if the contract is renewed at the Employer's discretion. |
| 1.4 Modification | 14.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the service or of the Contract Price, may only be made by written agreement between the Parties. |
| 1.5 Force Majeure | <p>1.5.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>1.5.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in</p> |

order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Failure to provide security guards on sites during cyclone warning class III and IV shall not be considered as Force Majeure .

1.6 Notices

- 1.6.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party.

1.7 Termination

- 1.7.1 The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause :

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within a prescribed time or after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider becomes insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than seven (7) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁵ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

⁵ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution.

(ii)“fraudulent practice”⁶ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii)“collusive practice”⁷ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv)“coercive practice”⁸ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and

(e) If the maximum of the 10 % penalty has been exceeded as per clause 2.9.

17.2 Notwithstanding the above, the Employer, after giving a prior notice of 30 days, may terminate the Contract, in whole or in part at any time for its convenience upon a determination that because of changed circumstances the continuation of the contract is not in the public interest.

1.7.3 The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

⁶ For the purpose of this Contract, “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.

⁷ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁸ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

(a) if the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 6 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than seven (7) days.

1.7.4 Upon termination of this Contract pursuant to Sub-Clauses 1.7.1, 1.7.2 or 1.7.3 the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 4 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), and (d) of Sub-Clause 1.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

1.7.5 If the Contract is terminated for the Employer's convenience, the Service Provider will not be entitled to recover anticipated profits on the completion of the contract

1.8 Integrity Clause

The Service Provider shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution:

Transgression of the above is a serious offence and appropriate actions will be taken against such Service Provider.

2. Obligations of the Service Provider

2.1 General

The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics indicated in Appendix A to the Contract Form. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with subcontractors or third parties.

- 2.2 Confidentiality** The Service Provider, its subcontractors, and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 2.3 Service Provider's Actions Requiring Employer's Prior Approval** The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be specified in the handing over of site.
- 2.4 Assignment** The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
- 2.5 Indemnification** The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or subcontractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's Compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or subcontractors. The obligations under this clause do not lapse upon termination of this Contract.
- 2.6 Insurance and Liabilities to Third Parties**
- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
 - (b) The Service Provider shall provide and thereafter maintain all

appropriate Employer's Liability and Workmen's Compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

- (c) The Service Provider shall provide and thereafter maintain a Professional Indemnity Insurance Cover extended to cover loss and damages of guarded assets (excluding all monies and securities) for at least Rs10 millions for the whole contract value or apportioned as per the value of contract awarded, to indemnify the Employer against all losses resulting from failure in the services provided.
- (d) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (e) For the Third Party Insurance Liability cover, the insurance policy shall:
 - (i) name the Employer as additional insured;
 - (ii) include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer; and
 - (iii) provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

2.7 Reporting Obligations

The Service Provider shall submit to the Employer, the reports and documents specified in Section III- Scope of Service and Performance Specifications and any other matter in the form and time specified therein or as otherwise agreed upon addressed to The Registrar, University of Technology, Mauritius, La Tour Koenig, Pointe aux Sables 11134.

2.8 Tax and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have

been included in the contract price.

2.9 Penalties for non-Performance

The Service Provider shall pay penalties for non-performance to the Employer at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of the penalties shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct penalties from payments due to the Service Provider. Payment of penalties shall not affect the Service Provider's other liabilities.

2.10 Performance Security

The Service Provider shall provide the required Performance Security to the Employer not later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form indicated in the letter and by a bank/insurance company operating in Mauritius. The Performance Security shall be valid until a date 28 days after the Completion Date of the Contract.

3. Service Provider's Personnel

3.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement of the Service Provider's Key Personnel and security guards for carrying out the Services are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

3.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement

of any personnel.

4. Payments to the Service Provider

- 4.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 4.5, the Contract Price may only be increased above the amounts stated in Sub-Clause 4.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 1.4 and 4.3.
- 4.2 Contract Price** The amount payable is *[insert contract price]* monthly. Prices shall be fixed and inclusive of all taxes, end-of –the year bonus and gratuities as well as any increase that may be awarded by government during the contract period.
- 4.3 Terms and Conditions of Payment** Payments will be made to the Service Provider on a monthly basis by the *10th of every month* of the following month subject to the Employer obtaining the invoice and accompanying documents as required by the Employer not later than the 20th of the current month.
- Any adjustment in respect of absences and penalties for the current month shall be communicated to the Service Provider to enable the latter to make the necessary adjustment in the subsequent invoices.
- 4.4 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated, interest shall be paid to the Service Provider for each day of delay at the legal rate.
- 4.5 Price Adjustment** Prices *shall not* be adjusted for fluctuations in the cost of inputs. If so, the amounts certified in each payment certificate, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.

$$P_c = A_c + B_c \text{ Lmc/Loc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable.

A_c and B_c are coefficients *[Not Applicable]* representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs; and

Lmc is the index prevailing at the first day of the month of the

corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labour.

- 4.6 Labour clause**
- 4.6.1 The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by Remuneration Regulations made under the Employment Relation 2008.
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work which are not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 4.6.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;
 - (c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.
- 4.6.3 Where the Chief Executive Officer of the Public Body administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 4.3, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.
- 4.6.4 Every Contractor shall display a copy of this clause of the

contract at the place at which the work required by the contract is performed.

5. Quality Control

5.1 Identifying shortcomings

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service.

5.2 Attending to shortcomings

(a) The Employer shall give notice to the Service Provider of any shortcoming;

(b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice; and

(c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Employer will consider such act as a lack of performance which could lead to the termination of part or the whole contract as a breach in the good performance of the contract.

6. Settlement of Disputes

6.1 Dispute Settlement

If a dispute between the parties arises in connection with performance of obligations under this Contract, either party shall serve a written notice of dispute providing adequate details of the nature of the dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the Contract.

After receipt of the notice of dispute, the parties should use their best endeavours to resolve the dispute or to agree methods of doing so. If after 30 days of the service of the notice of dispute there is no resolution of the dispute, it shall be referred to court for settlement under the laws of Mauritius.

6.2 Applicable Law

The Contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Mauritius.

Section VI – Schedules

1. Evaluation Criteria [Sample]

Details of Technical Evaluation Markings (for security services)	
	Max Marks
Company Profile and Experience <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	5
Profile and insight of activities	1
Experience in providing security services to businesses/companies that are comparable in size, profile and security requirements to the Public Body.	2
Experience with the Public body	1
Client References	1
Sub Total (A)	5
Site Management and Organization / Methodology and Management Approach <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	15
Methodology and site management for efficient security services	5
Organisation of resources and resource persons	3
Organizational chart & Key personnel	5
Detailed profile of Security Personnel to be assigned to the Public Body sites	2
Sub Total (B)	15
Manpower Policy, Recruitment and Screening Mechanism, Training <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	20
Recruitment mechanism	
Screening Processes (education, background, criminal history, substance abuse)	5
Training program (pre-assignment, on-the-job, retraining systems, management training and development programs)	5
Specific training (customer service and working in premises that are comparable in size, profile and security requirements to the Public Body)	5
Sub Total (C)	20
Supervision and Monitoring Mechanism <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	20
Administrative controls, plans and processes to monitor and ensure compliance with the Public Body's security requirements	3
Supervisory structure to monitor Security Guards.	5
Number of random night checks and day checks per site	5
Contingency plan & emergency response capabilities	5
Mechanism for reporting of incidents	2
Sub Total (D)	20
Logistics <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	20
Details of fleet of vehicles & deployment for rapid response	5
Number of control centers operational island wide on a 24-hour, 7 days a week basis.	2
	5
Communication tools of security personnel	3
Means of defense of security personnel	3
Means of identification of security personnel (uniform, badge, identity card etc)	2
Sub Total (E)	20
TOTAL MARKS-Technical (A+B+C+D+E)	80

The minimum pass mark for the Technical Evaluation shall be 50 and only those bids having scored at least the pass marks shall be retained for further evaluation. Bids having scored less than the pass marks shall be declared not responsive.

The prices shall be compared as per a marking system. The lowest financial proposal (F_m) will be given the maximum mark (S_m) allocated to financial proposals and the other marks shall be computed as follows:

$$S = S_m \times F_m / F$$

where F is the price of the proposal under consideration.

Ranking of the bids shall be made in the order of the highest marks after adding the technical score to the financial score.

(Example : if the price quoted by the lowest bidder is Rs. 250 000 and the maximum marks allocated for the Financial Proposal is 30 marks, the lowest bidder gets 30 marks and a bidder having quoted Rs. 300 000 gets (Rs 250 000/ Rs 300 000) x 30, that is, 25 marks and so on and so forth for the other bidders).

[letterhead paper of the Employer]

2. Letter of Acceptance

[date]

To: *[name and address of the Service provider]*

This is to notify you that your bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by *(insert name of Employer)*.

The contract shall be for an initial period of 12 months effective as from for the following sites: *(insert list of sites, details of guards, shift hours and rates)*

The contract is renewable after the initial period of 12 months, at fixed rates, subject to your satisfactory performance on the same terms and conditions.

We look forward to obtaining the Performance Security in the form of a Bank/insurance company Guarantee as per the format enclosed herein for an amount of Rs..... and the enclosed contract duly signed within 21 days from your receipt of this Notification. The Performance Security shall remain valid until a date 28 days from the Completion Date of the Contract.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

You may also note that failure on your part to sign the contract and submission of the Performance Security in the prescribed time will constitute sufficient ground for the cancellation of the award and execution of your Bid Securing Declaration.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Service Provider: _____

Enclosure: Contract (in two originals)

3. Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Public Body]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid;
- (c) the General Conditions of Contract;
- (d) the Scope of Service and Performance Specifications;
- (e) the Activity Schedule; and
- (f) the following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

4. Performance Security (Bank/insurance company Guarantee)

.....[Bank/insurance company's Name and Address of Issuing Branch or Office].....

Beneficiary:[Name and Address of Public Body]

Date:.....

PERFORMANCE GUARANTEE No.:.....

We have been informed that[name of the Supplier].....
(hereinafter called "the Contractor") has entered into Contract No.....[reference number of the Contract]..... dated..... with you, for the execution of [name of Contract and brief description of goods](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we [name of Bank/insurance company]hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures (amount in words)]..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....**Seal of bank/insurance company and Signature(s)**.....

5. Check list for Bid Submission

	List of documents	Please tick
(a)	Bid Form duly filled as per format in Section II;	
(b)	Qualification Information Form duly filled as per format in section II together with: <ul style="list-style-type: none"> (i) Copy of legal status of Bidder; (ii) Power of Attorney or other evidence certifying that the signatory of the bid may commit the bidder, where applicable; (iii) Balance sheets, profit and loss statements or Auditor's Reports or Financial Statements for the last three years; (iv) Statement of Compliance with the eligibility criteria as per ITB 4.1; (v) Undertaking of compliance for payment of salaries and wages as per ITB 5.2 (d) and (vi) Documents described in ITB 13.1 to enable technical evaluation to be carried as per the criteria mentioned in Section VI. 	
(c)	Priced Activity Schedule as per format contained in Section IV; and	

Bidders are cautioned that the above Check List is meant to assist them in submitting a bid which is complete but the onus is on them to read carefully the bidding documents and to ascertain that their bids contain all the necessary documents that have been requested in the bidding documents and that they have forwarded all the data and references needed to assess their merits as per the technical evaluation criteria.