

MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT

B I D D I N G D O C U M E N T S

Issued on: 16 July 2025

for

***Procurement of Security Services for the MITD
Head Office and Training Centres***

Procurement Ref No: MITD/PS/OAB/002/25-26/Security Services

Table of Contents

Section I – Instructions to Bidders	1
Section II – Bidding Forms	<u>21</u>
Section III – Scope of Service and Performance Specifications	29
Section IV – Activity Schedules	35
Section V – General Conditions of Contract	39
<u>Section VI – Schedules.....</u>	<u>51</u>

Section I

Instructions to Bidders

Section I. Instructions to Bidders

Table of Contents

A. General.....	3
1. Scope of Bid.....	3
2. Challenge & Appeal.....	3
3. Corrupt or Fraudulent Practices	3
4. Eligible Bidders	5
5. Qualification of the Bidder	6
6. Cost of Bidding.....	8
7. Site Visit /Pre-bid Meeting”.....	8
B. Bidding Documents	8
8. Content of Bidding Documents	8
9. Clarification of Bidding Documents	9
10. Amendment of Bidding Documents	9
C. Preparation of Bids	10
11. Language of Bid.....	10
12. Documents Comprising the Bid.....	10
13. Technical Proposal.....	10
14. Bid Prices	12
15. Contract Price.....	12
16. Bid Validity.....	12
17. Bid Securing Declaration.....	13
18. Format and Signing of Bid.....	13
D. Submission of Bids	13
19. Sealing and Marking of Bids	13
20. Deadline for Submission of Bids	14
21. Late Bids	14
22. Modification and Withdrawal of Bids	14
E. Bid Opening and Evaluation	15
23. Bid Opening.....	15
24. Process to be Confidential	15
25. Clarification of Bids.....	15
26. Examination of Bids and Determination of Responsiveness	16
27. Errors and Omission	16
28. Comparison of Technical Proposal	17
29. Correction of Errors	17
30. Evaluation and Comparison of Financial Proposals	17
F. Award of Contract.....	18
31. Award Criteria	18
32. Employer’s Right to Accept any Bid and to Reject any or all Bids	18
33. Notification of Award and Signing of Agreement.....	18
34. Performance Security.....	19
35. Debriefing.....	19

Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The **MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT (MITD)** also referred to herein as the MITD invites bids for the provision of security services on **nineteen (19) Sites** as described in Section III- Scope of Service and Performance Specifications.
- The contract shall be on the basis of fixed rates for a period of two (02) years.**
- Bidders may quote for one site or several sites or all sites.**
- Contract/s will be awarded per site.**
- 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.
- 2.2 Challenges shall be addressed to:
- Mrs. J. Joomun-Mohit
The Officer-in-Charge
Mauritius Institute of Training and Development
MITD House
Pont Fer, PHOENIX
Fax No: 698 4200
Email Address: oic@mitd.mu**
- 2.3 Application for Review shall be addressed to
- The Chairperson
5th Floor
Belmont House
Intendance Street
Port Louis
Tel : +2302602228
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 MITD 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.

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.

- 3.4 The MITD 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.

4. Eligible Bidders

- 4.1 The MITD 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 MITD.
- 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 MITD, as the MITD 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 MITD 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 MITD 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) a written authorization in the form of a **power of attorney**

accompanying the proposal or any other evidence demonstrating that the representative signing the bid has been duly authorized to commit the Bidder.

- (c) total monetary value of security services performed for each of the last three years;
- (d) 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 (Annex I);
- (e) major items of resources, logistics support and strategies proposed to deploy for the execution of this contract;
- (f) qualifications and experience of supervisory personnel proposed to ensure good performance of the service;
- (g) reports on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/ Audited Accounts, signed by Director General/Accountant, as files at the Registrar of Companies before the deadline set for such submission of bids;
- (h) information regarding any litigation, current and during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (i) lists of contracts that have been terminated prior to their expiry dates in the last three years and reasons for such occurrences., and
- (j) Copy of the license from the Commissioner of Police to operate as “Private Security Service Provider”

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 three 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 three 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) 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 MITD will in no case be responsible or liable for those costs. |
|---------------------------|---|

- | | |
|--|---|
| 7. Site Visit /Pre-bid Meeting” | <p>7.1 Pre-bid Meeting</p> <p>A pre-bid meeting has been scheduled on <u>Wednesday 30 July 2025 at 10h30</u> (meeting will be convened one (1) week after launching of tenders) at the following address:</p> |
|--|---|

MITD Conference Room,

MITD House,

Pont FER, Phoenix

7.2 Site Visit

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.

Bidders are invited to attend a pre-bid visit to be held at the different MITD Training Centres, as per schedule at Annex II, to raise any matter in the understanding of the requirements of the MITD.

B. Bidding Documents

- | | |
|--|---|
| 8. Content of Bidding Documents | 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10: |
|--|---|

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

- 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

- 9. Clarification of Bidding Documents** 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the MITD at the following address:

Mrs. J. Joomun-Mohit
Officer-in-Charge
MITD
MITD House
Pont Fer, PHOENIX
Fax No: 698 4200
Email address: oic@mitd.mu

Request for **clarification** should reach the MITD **14 days** prior to the closing date. Copies of the MITD's response having any incidence in the preparation of bids will be forwarded to all those who received the bidding documents directly from the MITD, but without identifying its source.

- 10. Amendment of Bidding Documents** 10.1 Before the deadline for submission of bids, the MITD may modify the bidding documents by issuing addenda.
- 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 MITD. Prospective bidders shall acknowledge receipt of each addendum in writing to the MITD.
- 10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the MITD shall extend, as necessary, the deadline for submission of bids, as necessary in accordance with ITB Sub-Clause 20.2 hereunder.

C. Preparation of Bids

- | | |
|---|--|
| 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 MITD.</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,</p> |

capabilities/facilities and any plan for their expansion.

(c) Safety and Health Policy

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 MITD, as defined under the Occupational Safety and Health Act.

(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 Specification. 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.

(e) A copy of the Service Provider's insurance covers for on-going contracts, namely: (a) The Professional Indemnity Insurance Cover apportioned as per value of contract

awarded, extended to loss/damages to guarded assets (excluding all monies and securities and (b) The Third Party Liability Insurance Cover which should cater for at least Rs 5 Million at any one occurrence and an annual aggregate of Rs 15 Million against bodily injuries/ death and damages to property.

- (f) Bidders are requested to fill the annex to Bid Submission Form table with the quoted price per Training Centre and Head Office.
- (g) Bidders shall fill and sign the break down of cost for Security Services for Day Shift and Night Shift as per Annexes VI and VII of this bid document, to give an indication of how they would meet the cost and salary of guards during this two (02) year contract as per Remuneration Order in force.

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 MITD 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 **90 days** after the closing date for submission of bids.

- 16.2 In exceptional circumstances, the MITD 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 **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:

**THE OFFICER-IN-CHARGE
MAURITIUS INSTITUTE OF TRAINING AND
DEVELOPMENT (MITD)
MITD HOUSE,
PONT FER,
PHOENIX**

- (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 MITD will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of Bids

20.1 Bids shall reach the MITD, at the address specified above in a sealed envelope clearly marked with the procurement reference number and be **deposited in Tender box B** located at the ground floor MITD, MITD House, Pont Fer, Phoenix, not later than **Tuesday 19 August 2025 up to 13h00 by latest.**

20.2 The MITD 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 MITD 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 MITD 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 MITD will open the bids, including modifications made pursuant to ITB Clause 22, in the presence of the Bidders' representatives who choose to attend, at **MITD, MITD HOUSE, PONT FER, PHOENIX on Tuesday 19 August 2025 at 13.30 hrs**
- 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 MITD may consider appropriate, will be announced by the MITD 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 MITD 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 MITD'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 MITD may, at the MITD'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 MITD 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 MITD 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 MITD 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 MITD, he should do so in

writing.

- 25.3 Any effort by the Bidder to influence the MITD in the MITD'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 MITD 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 MITD'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 MITD, 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 MITD 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 MITD 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 MITD for any arithmetic error. Errors shall be corrected by the MITD 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 MITD 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 MITD 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 Comparison of Financial Proposals** 30.1 The MITD will evaluate and compare only those bids that have scored the minimum pass mark.
- 30.2 In evaluating the bids, the MITD 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 MITD 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**, 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 MITD 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 MITD 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 MITD shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the MITD 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 MITD shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the MITD’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 MITD and the successful Bidder. It will be signed by the MITD 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 MITD, 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 MITD a Performance Security in the amount **10 %** 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 MITD 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

Table of Forms

Bid Submission Form	21
Qualification Information	26

Bid Submission Form

Date:.....:

To: The Officer-in-Charge, MITD, MITD House, Pont Fer, Phoenix

- (a) Having examined the bidding documents, *[includingaddenda]*, we offer to execute the provision of Security Services for the MITD Head Office and Training Centres (MITD/PS/OAB/002/25-26/Security Services) 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 Rupees..... (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]

Annex to Bid Submission Form

SN	NAME OF MITD TRAINING CENTRE	AMOUNT (Rs)
1.	MITD Training Centre, Abercombie	
2.	MITD Training Centre, Clairfonds	
3.	MITD Training Centre, Cote D'Or	
4.	MITD Training Centre, Goodlands	
5.	MITD Training Centre, La Gaulette	
6.	MITD Training Centre, Mahebourg	
7.	MITD Training Centre, Mont Roches	
8.	MITD-Professional Drivers Training Centre	
9.	MITD-R Bhundhun Training Centre	
10.	MITD Training Centre, Rose-Belle	
11.	MITD-Sir Kher Jagatsingh Training Centre	
12.	MITD Training Centre, Surinam	
13.	Knowledge Based Training Centre	
14.	Lycée Polytechnique Sir Guy Forget	
15.	Prof. B. S. Upadhyaya Training Centre	
16.	School of Information Technology, Electronics and Communication	

SN	NAME OF MITD TRAINING CENTRE	AMOUNT (Rs)
17.	Sir Rampersad Neerunjun Training Centre (East Wing)	
18.	Ecole Hotelière Sir Gaetan Duval + New Block (Extension to EHSGD)	
19.	MITD Head Office	
SUB TOTAL		
VAT @ 15%		
TENDER SUM		

Authorised by:

NAME:	NAME OF COMPANY:
POSITION:	ADDRESS:
SIGNATURE:	CONTACT DETAILS:
DATE:	SEAL OF COMPANY:

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 Mauritius Institute of Training and Development 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.

* Delete as required

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) 20-21	(yr) 21-22	(yr) 22-23
(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 (Admin cadre/Manager/Supervisor). 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. **-Not Applicable**

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.

Audited report to be submitted if turnover is greater than Rs 50 Million.

- 1.8 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the MITD.
- 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 Services and Performance Requirements

A. Scope of Security Services.

- 1. Scope of Security Services** The scope of this Procurement is to enter into an agreement with the Security Service Provider(s) for a period of **two (2) years** for the provision of security services to 19 sites in the Republic of Mauritius. Full details of security services required and site locations are given in Section IV- Activity Schedules.
- 2. General Duties of Security Personnel** The Service Provider will be required to protect the Employer's assets, listed in this contract, from incidence of theft, trespass, intrusion, vandalism and property damage and/or any other incidents which may result in breach of Services.

Non-compliance to all terms and conditions elucidated hereunder, shall be the responsibility of the Service Provider.

The Security Service Provider shall make arrangements:-

- to post an appropriate number of security guards on MITD sites during the hours as stipulated in the Bid Invitation Document;
 - for a proper supervision of sites at regular periods, preferably on a daily/nightly basis to ensure that MITD sites are checked/supervised regularly to ascertain that security guards are on duty.
 - to provide (i) Attendance book for security guards as well as supervisors (ii) Patrol log book (iii) Occurrence book.
- The Attendance book, Patrol book and Occurrence book shall be made available at all times to the Employer for checking purposes.

Note:

(a) The Service Provider shall submit:

- the full name and permanent residential address,
- a certified true copy of the Certificate of Registration (CR) in compliance with the Private Security Service Act 2004, issued by the Commissioner of Police **or** copy of a valid Character Certificate (CC).
- a certified true copy of the National Identity Card (NIC) of each guard to be posted to MITD's site as well as the supervisors/area managers, within one (1) month from the date of receipt of Letter of Acceptance/Award.

(b) The Service Provider shall notify MITD in advance in case there is a change in guard(s) on any site or change in supervisors, and submit relevant documents, mentioned at (a) above within one (1) week from the date of assumption of duty of the new guard and supervisor(s)/area manager(s).

2.1 Duties and Responsibilities of the Security Supervisor/ Area Manager

The security supervisor will be required to:

- supervise and coach/guide the security guards;
- regularly conduct a mobile patrol and spot-check premises;
- ensure that the security guard/s ‘sign-in-and-out’ in the Attendance Book when reporting for duty;
- ensure that guards fill in the Attendance Book, Site Handing Over Book, Patrol book and Occurrence Book correctly;
- call on site immediately after occurrence of any/ every major incident to assist its personnel and to have additional arrangements if necessary, to restore security on site.
- sign-in-and-out in the Attendance Book and the Patrol Book as evidence for site checks.

2.2 Duties and Responsibilities of the Security Guard

Typical duties of security guards will include:

- General guarding, including performing security checks, frequent foot patrol on the Employer’s premises.
- Preventing any suspicious/unlawful entry to Employer’s premises, and informing the supervisor instantly by phone of any such incident.
- Controlling the identity of visitors and recording movements of all incoming and outgoing vehicles during and after working hours, as applicable.
- Performing random checks on vehicles leaving the compound, as directed by the representative of the Employer.
- Maintaining incident and daily reports in the Occurrence Book, and records of security checks and patrols in the compound in the Patrol Book.
- Directing visitors to offices during office hours (applicable for Employer’s Head Office).
- Checking of Employer’s vehicles in the presence of drivers/Employer’s staff, prior to taking over of site.
- Checking of doors, openings, external padlocks with a view to securing all exterior doors and gates on schedule.
- Keeping watch and paying special attention to materials and equipment and other property in the compound.
- Answering telephone/mobile phone or radio calls.
- Keeping of keys.
- In case of fire or flooding, informing promptly the Service Provider, the Representative of the Employer and calling for assistance from the Fire and Rescue Service promptly.
- Reporting any abnormal occurrence to the Service Provider and the police, if so required.
- Performing any other duty related to security as may be directed by the Representative of Employer.
- Being alert while on duty (**sleeping and consumption of alcoholic**

beverages/ illicit substances are strictly forbidden).

- Submitting a report within 24 hours from the date of occurrence of any incident (e.g larceny, burglary, fire outbreak, etc.)
- Managing parking lots/bays for staff / visitors / suppliers, as applicable,. [For Employer's Head Office parking management is based on an updated list of parking bays prepared/provided by Employer and its tenant(s)].
- Refraining from inviting any unauthorized person(s) to visit them while on duty.
- Being present at least 15 minutes earlier for verification and a proper handing/ taking over of site between guards or the Employer's staff [record of handing/taking over of site should be kept in the Employer's office/Reception as indicated by the Employer's representative].
 - * A sample of the attendance sheet is at **Annex A**.
 - * A sample of the 'Handing/Taking Over of Site sheet is at **Annex B**.
- Being punctual and respectful to the hours and scope of work.
- Exercising 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 Employer.

Note:

- **Each Security guard is required to be on site at all times as per schedule given in Table 1 above. In case the guard needs food or drink or any other necessity (medical issues, etc.), he must contact his Supervisor (Area Manager) as the MITD site should not be left unattended at any time.**
- **If there are more than 1 guard on any site, they should stay in the zone assigned to each and carry out foot patrol. Grouping of guards is not allowed.**

3. Services under Cyclonic Conditions and in case of Emergency

The duties to be performed by security guards may differ from site to site. The Service Provider shall make necessary arrangements to ascertain that security guards are available on sites:

- during cyclone warnings class III and IV;
- in the event of emergencies, at the request of MITD.

Failure to make such arrangements shall not be entertained as Force Majeure

4. Profile of Security

Personnel:-

Security Guards

The Security Guards to be assigned by the Service Provider to MITD's sites shall:

- be medically and physically fit.
- have a minimum height of 1m 60.
- have a minimum qualification of Form III/Grade 9
- have a clean certificate of character
- not be **above 58 years** of age at the time of award of contract.
- be well trained in surveillance and defence techniques and in their approach in dealing/coping with Employer's staff and visitors/members of the public, which should be polite and respectful.
- wear the uniform (classic trousers and shirt/polo shirt, security guard belt, cap, security guard shoes/boots). provided by the Service Provider, while on duty.

The Service Provider's name and logo shall be clearly visible on the guards' uniform (shirt/polo shirt, security guard belt, cap). The Service Provider is required to submit a clear photo in quad of a full set of uniform both for guards and guardettes.

- be equipped with a flashlight/torch light, security guard/tonfa baton, mobile phone/ portable two-way radio transceiver (walkie-talkie), overcoat/raincoat, mini-first aid kit.

Security Supervisors

- The Supervisors (Area Managers) to be assigned by the Service Provider to oversee the MITD's sites shall have a minimum qualification of School Certificate + 5 years experience in similar positions.
- Testimonials of supervisors (Area Managers) for the last 3 years should be submitted to the Employer.
- Additional information on guards and supervisors might be requested by the MITD prior to selection of the most responsive bidder.

The MITD reserves the right not to accept the posting of security guards who do not meet the above-mentioned requirements.

5. Enhancement of security on sites

The guards shall 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 MITD.

The Service Provider shall make arrangements for a proper supervision of sites at regular periods, preferably on a daily/nightly basis. The security supervisor should write his name, date and time of inspection, and sign in the attendance book of security guards, as evidence, whenever he effects a 'check' on guards.

The supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of every major incident to assist its personnel and to have additional arrangements if necessary, to restore security on site. An investigation should be carried out thereafter in the least possible delay by the Service Provider for such occurrences or any major shortcoming reported by the representative of the Employer so as to establish the facts and to make recommendations as appropriate with respect to the shortcomings.

6. Facilities to be provided by the MITD

Where feasible, the MITD shall provide amenities, guard room/shelter, lighting, appropriate enclosures, etc. that are reasonably needed on the sites to accommodate the security guards and to enable the latter to carry out their work in an effective and efficient manner.

B. Performance Monitoring

1. Objective:

The Representatives of the MITD 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 MITD shall, after consultation with the Service Provider, set up a Management Committee comprising MITD'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 has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the MITD 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 cognizance of complaints made by the MITD'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 MITD.

3. Contract Management

Should the Service Security Provider default on any site, written notice will be issued by the MITD for corrective measures. In case the default is not attended to and no corrective measures have been taken after **three (03)** written notices, the MITD reserves the right to terminate the contract, where the security service provider is default, and forfeit the Performance Bond or part thereof.

Section IV – Activity Schedules

Notes to bidders:

1. Complete the Amount, VAT and Total Amount for each site listed below.
2. Authorise
3. the prices quoted in the signature block below.
4. Bidders may quote for one or more sites.
5. Prices shall be inclusive of attendance during cyclone warnings Class III and IV, heavy rainfall, torrential rain etc...

Sn	Site	Days/ Hours security services are required		No. of guards at any one time	Amount (Rs)				
		Weekdays	Sat/Sun/ Public Holiday		Admin Cost	Cost of Guard	Supervisory Cost	Other Costs	Total
1.	MITD Training Centre Abercombie	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
2.	MITD Training Centre Clairfonds	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
3.	MITD Training Centre Cote D'Or	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
4.	MITD Training Centre Goodlands	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
5.	MITD Training Centre La Gaulette	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
6.	MITD Training Centre Mahebourg	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
7.	MITD Training Centre Mont Roches	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					

8.	MITD-Professional Drivers Training Centre	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
9.	MITD-R Bhundhun Training Centre	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
10.	MITD Training Centre Rose-Belle	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
11.	MITD-Sir Kher Jagatsingh Training Centre	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
12.	MITD Training Centre Surinam	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
13.	Knowledge Based Training Centre Main complex BH&GM School	14:45 hrs to 8:00 hrs	24 Hrs	4 guards 1 guard					
14.	Lycée Polytechnique Sir Guy Forget	14:45 hrs to 8:00 hrs	24 Hrs	2 guards					
15.	Prof. B. S. Upadhyaya Training Centre	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
16.	School of Information Technology, Electronics and Communication	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
17.	Sir Rampersad Neerunjun Training Centre (East Wing)	14:45 hrs to 8:00 hrs	24 Hrs	1 guard					
18.	Ecole Hotelière Sir Gaetan Duval + New Block (Extension to EHSGD)	14:45 hrs to 8:00 hrs	24 Hrs	1 guard 1 guard					

19.	Head Office	08:00 hrs to 16:00 hrs 16:00 hrs to 08:00 hrs	24 Hrs	3 guards on day duty on normal working days 2 guards on night duty					
-----	-------------	--	--------	--	--	--	--	--	--

AUTHORISED BY:

NAME:	NAME OF COMPANY:
POSITION:	ADDRESS:
SIGNATURE:	CONTACT DETAILS:
DATE:	SEAL OF COMPANY:

Note:

- **Security Services are required as follows:**
 - (a) **During weekdays in training centres - of 17 hours 15 minutes service;**
 - (b) **Saturdays, Sundays and Public Holidays in training centers - 24-hour service;**
 - (c) **MITD House – 24 – hour service all year round**

THE ONUS TO PROVIDE THE SECURITY SERVICES AS PER PROVISIONS OF THE PRIVATE SECURITY SERVICES ACT 2004 REST UPON THE SECURITY SERVICE PROVIDERS. NON-COMPLIANCE WITH THE PRIVATE SECURITY SERVICES ACT 2004 WILL ENTAIL REJECTION OF ANY BID.

Bidder shall provide a detailed breakdown of how they will (i) deploy security guards at the different sites under the contract, and (ii) pay the security guards during the duration of the contract.

- **Security Guards should be assigned and remunerated as per provisions of the Private Security Act 2004.**
- **Before start of performance of the contract, the Service Provider shall submit documentary evidence that the security guards to be deployed for the contract are registered with the Commissioner of Police under Private Security Service (PSS) Act 2004.**
- **The service providers should ensure that the costs included in the Activity Schedule tally with those included in the Appendix to Bid Submission Form;**
- **The Service Provider may install CCTV cameras at its own cost for optimum surveillance of MITD sites.**

Section V. General Conditions of Contract

Table of Contents

1. Commencement, Completion, Modification, and Termination of Contract	40
1.1 Effectiveness of Contract.....	40
1.2 Commencement of Services	40
1.3 Intended Completion Date	40
1.4 Modification.....	40
1.5 Force Majeure	40
1.6 Notices	41
1.7 Termination.....	41
1.8 Integrity Clause	43
2. Obligations of the Service Provider.....	43
2.1 General.....	43
2.2 Confidentiality	43
2.3 Service Provider’s Actions Requiring Employer’s Prior Approval.....	44
2.4 Assignment	44
2.5 Indemnification	44
2.6 Insurance and Liabilities to Third Parties	44
2.7 Reporting Obligations.....	45
2.8 Tax and Duties	45
2.9 penalties for non-	46
Performance	46
2.10 Performance	46
Security	46
3. Service Provider’s Personnel	46
3.1 Description of Personnel.....	46
3.2 Removal and/or Replacement of Personnel	46
4. Payments to the Service Provider.....	47
4.1 Lump-Sum Remuneration.....	47
4.2 Contract Price.....	47
4.3 Terms and Conditions of Payment.....	47
4.4 Interest on Delayed Payments.....	47
4.5 Price Adjustment.....	47
4.6 Labour clause	47
5. Quality Control	49
5.1 Identifying shortcomings	49
5.2 Attending to shortcomings.....	49
6. Settlement of Disputes	49
6.1 Dispute Settlement.....	49
6.2 Applicable Law	49

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 MITD for approval a Program showing the general arrangements, order, timing for change of shifts and routine site checks. 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 for award of Contract.</p> |
| 1.3 Intended Completion Date | 13.1 Unless terminated earlier pursuant to Sub-Clause 1.7, the Service Provider shall complete the activities by 24 months from the start date or for an additional period 12 months thereafter, if the contract is renewed at the MITD'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 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.</p> |

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 MITD 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 MITD 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 MITD 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.

1.7.2 Notwithstanding the above, the MITD may terminate the Contract for convenience after giving thirty (30) days’ written notice.

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

- (a) if the MITD 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

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.

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 MITD 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.

1.8 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 MITD, and shall at all times support and safeguard the MITD'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 MITD's business or operations without the prior

written consent of the MITD.

**2.3 Service
Provider's
Actions
Requiring
Employer's Prior
Approval**

The Service Provider shall obtain the MITD'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, **N/A**
- (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 MITD.

2.5 Indemnification

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the MITD, 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 sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of MITD'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 sub-contractors. 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 MITD'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 Rs..... , for the whole contract value or apportioned as per the value of contract awarded, to indemnify the MITD 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 performing work or services in connection with this Contract.
- (e) For the Third-Party Insurance Liability cover, the insurance policy shall:
 - (i) name the MITD as additional insured;
 - (ii) include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the MITD; and
 - (iii) provide that the MITD 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 MITD, 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:

Mrs. J. Joomun-Mohit
Officer-in-Charge
MITD
MITD House
Pont Fer
Phoenix

2.8 Tax and Duties

The Service Provider 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 MITD at fivefold the hourly 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 MITD may deduct penalties from payments due to the Service Provider. Payment of penalties shall not affect the Service Provider's other liabilities.\

If any MITD site is left unattended three (3) times or more in any month, MITD will consider such act as a breach in the good performance of the Contract, which may lead to termination of part or the whole Contract.

2.10 Performance Security

The Service Provider shall provide the required Performance Security to the MITD 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 MITD.

3.2 Removal and/or Replacement of Personnel

- (a) Except as the MITD 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 MITD 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 MITD's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the MITD.

- (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 **as per awarded amount** monthly. Prices shall be fixed and inclusive of all taxes, end-of- 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 **5th day** of the following month subject to the MITD obtaining the invoice and accompanying documents as required by the MITD 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.
Liquidated Damages at thrice the hourly rate would be charged by the MITD for absences and/or lateness of guards on the MITD site/s
- 4.4 Interest on Delayed Payments** If the MITD 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
- 4.6 Labour clause** 4.6.1 The rates of remuneration and other conditions of work of the employees of the Service Provider 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

- MITDs in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by Remuneration Regulations made under the Employment Relations (Amended) Act 2019, Private Security Services Employees Regulations, National Minimum Wage Regulations, Additional Remuneration and Other Allowances Act and related regulations.
 - (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 Service Provider is engaged by employers whose general circumstances are similar.
- 4.6.2 No Service Provider 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 Contract;
 - (b) stating whether any remuneration payable in respect of work done is due;
 - (c) containing such other information as the Ag Director of MITD administering the Contract may require to satisfy himself that the provisions under this clause have been complied with.
- 4.6.3 Where the Ag Director of MITD 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 Service Provider, arrange for the payment of the remuneration out of the money payable under this Contract.
- 4.6.4 Every Service Provider 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 MITD 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 MITD 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 MITD's notice; and
- (c) If the Service Provider has not corrected a shortcoming within the time specified in the MITD's notice, the MITD 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

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 MITD</i>)	
Experience in providing security services to businesses/companies that are comparable in size, profile and security requirements to the MITD.	10
Sub Total (A)	10
Site Management and Organization / Methodology and Management Approach (<i>Marks for the criterion and sub-criteria to be inserted by the MITD</i>)	
Methodology and site management for efficient security services	30
Sub Total (B)	30
Supervision and Monitoring Mechanism (<i>Marks for the criterion and sub-criteria to be inserted by the MITD</i>)	
Supervisory structure to monitor Security Guards.	10
Contingency plan & emergency response capabilities	5
Mechanism for reporting of incidents	5
Sub Total (C)	20
Logistics (<i>Marks for the criterion and sub-criteria to be inserted by the MITD</i>)	
Details of fleet of vehicles & deployment for rapid response (<i>Number of vehicles, horse power, engine type and capacity etc</i>)	5
Equipment and communication facilities, demonstrating adequacy for rapid response	5
Sub Total (D)	10
TOTAL MARKS-Technical (A+B+C+D)	70

The minimum pass mark for the Technical Evaluation shall be **52.5 points (75%)** 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 **Financial Evaluation** shall be based on **30 marks**, the lowest quote scoring the highest marks. The marks scored by any other bidder shall be the lowest quoted price divided by the said Bidder's price times the maximum allocated marks for the financial proposal.

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).

The Service Provider whose bid attains the highest score, in accordance with the Evaluation Criteria set forth in the bid document, or the one with the least cost, shall be selected for award.

[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 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 ofmonths, at fixed rates, subject to your satisfactory performance.

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 MITD 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 MITD 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 MITD 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 MITD 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]

5. Check list for Bid Submission

	List of documents	Please tick
(a)	Bid Submission Form duly filled as per format in Section II;	
(b)	<p>Qualification Information Form duly filled as per format in section II together with:</p> <ul style="list-style-type: none"> (i) Copy of legal status of bidder; (ii) Written 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. (vii) Total monetary value of contract performed for the last three (03) Financial years. (viii) Management Plan (ix) Resource Plan (x) Health and Safety Policy (xi) Proposed Plan of work (xii) Copy of Professional indemnity Insurance Covers (xiii) Company Profile and Experience (xiv) Site Management and Organization/Methodology and Management Approach 	

	(xv) Supervision and Monitoring Mechanism (xvi) Details of Logistics	
(c)	Activity Schedules as per format contained in Section IV	
(d)	Copies of horsepower of vehicles used for control and rapid response	
(e)	Detailed cost breakdown for security guards as per Annexes VI and VII	

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.

Annex 1 ITB 5.1(d)

List of Comparable Sites in the Last Three (3) Years

Bidders shall give a list of three references only for each site.

Sn	Site	Address	Surface Area of Premises (m ²)	List of three (3) comparable sites
1.	MITD Training Centre Abercrombie (ATC)	1, Indian Street, Cité Martial, Port Louis	3,251.5	
2.	MITD-Training Centre, Clairfonds (CTC)	Avenue Vivekananda, Clairfonds No. 3, Vacoas	7,388.29	
3.	MITD Training Centre, Cote D'Or (CDTC)	Royal Road, Cote D'Or	4,000	
4.	MITD-Ecole Hotelière Sir Gaëtan Duval (EHS GD) -Main Building -New Extension	Sir Rampersad Neerunjun Training Complex (SRNTC), <i>Julius Nyerere Avenue</i> (ex-Moka Road) Ebène	32,713.09	
5.	MITD Training Centre, Goodlands (GTC)	Route Geranium, Goodlands	4,340	
6.	MITD-Knowledge Based Training Centre (KBTC)	Military Road, Port Louis	21,104.35	
7.	MITD Training Centre, La Gaulette (LGTC)	Royal Road, La Gaulette	3,175	
8.	MITD-Lycée Polytechnique	François Mittêrand Street,	3 Arpents 88.95 Perches	

Sn	Site	Address	Surface Area of Premises (m ²)	List of three (3) comparable sites
	Sir Guy Forget (LPSGF)	Flacq		
9.	MITD-Training Centre, Mahebourg (MTC)	Colony Street, Mahebourg	16,300	
10.	MITD Training Centre, Mont Roches (MRTC)	Verger Bissambur, School Lane, Mont Roches	6,920	
11.	MITD-Professional Drivers Training Centre (PDTC)	16eme Mille, Forest Side	12,222	
12.	MITD-Professor B.S Upadhyaya Training Centre (PUTC)	La Paix , Piton	17,592.58	
13.	MITD-R Bundhun Training Centre (RBnTC)	Royal Rd, Bois d'Oiseaux, Grande Retraite	3,265.08	
14.	MITD-Training Centre, Rose Belle (RBTC)	Dispensary Road, Rose Belle	3,835	
15.	MITD-School of Information Technology, Electronics and Communication (SITEC)	Sir Rampersad Neerunjun Training Complex (SRNTC), <i>Julius Nyerere Avenue</i> (ex-Moka Road) Ebène	29,581.09	
16.	MITD-Sir Kher Jagatsing Training Centre (SKJTC)	Dr Lesur Street, Beau Bassin	11,166	

Sn	Site	Address	Surface Area of Premises (m ²)	List of three (3) comparable sites
17.	MITD-Sir Rampersad Neerunjun Training Centre, East Wing (SRNTC-EW)	<i>Julius Nyerere Avenue</i> (ex-Moka Road) Ebène	12,662.61,	
18.	MITD Training Centre, Surinam (STC)	Royal Road, Surinam	2,286	
19.	MITD House	Nalletamby Road, Pont Fer, Phoenix	13,330.8	

Annex II**Pre bid Visit**

Sn	Site	Address	Pre bid visit	
1	MITD-Professional Drivers Training Centre (PDTC)	16eme Mille, Forest Side	Monday 28/07/2025	13.00 hrs
2	MITD- Training Centre, Clairfonds (CTC)	Avenue Vivekananda, Clairfonds No. 3, Vacoas		09.30 hrs
3	MITD House	Nalletamby Road, Pont Fer, Phoenix		10.15 hrs
4	MITD Training Centre, Cote D'Or (CDTC)	Royal Road, Cote D'Or	Tuesday 29/07/2025	09.30 hrs
5	MITD-Ecole Hotelière Sir Gaëtan Duval (EHSGD) -Main Building -New Extension	Sir Rampersad Neerunjun Training Complex (SRNTC), <i>Julius Nyerere Avenue</i> (ex-Moka Road) Ebène		10.30 hrs
6	MITD-School of Information Technology, Electronics and Communication (SITEC)	Sir Rampersad Neerunjun Training Complex (SRNTC), <i>Julius Nyerere Avenue</i> (ex-Moka Road) Ebène		11.00 hrs
7	MITD-Sir Rampersad Neerunjun Training Centre, East Wing (SRNTC-EW)	<i>Julius Nyerere Avenue</i> (ex-Moka Road) Ebène		11.15 hrs
8	MITD Training Centre, Mont Roches (MRTC)	Verger Bissambur, School Lane, Mont Roches	Wednesday 30/07/2025	10.00 hrs
9	MITD-Sir Kher Jagatsing Training Centre (SKJTC)	Dr Lesur Street, Beau Bassin		11.00 hrs
10	MITD Training Centre Abercrombie (ATC)	1, Indian Street, Cité Martial, Port Louis	Thursday 31/07/2025	10.00 hrs
11	Knowledge Based Training Centre (KBTC)	Military Road, Port Louis		11.00 hrs

Sn	Site	Address	Pre bid visit	
12	MITD-Lycée Polytechnique Sir Guy Forget (LPSGF)	François Mitterrand Street, Flacq	Friday 01/08/2025	13.00 hrs
13	MITD-R Bundhun Training Centre (RBnTC)	Royal Rd, Bois d'Oiseaux, Grande Retraite		11.00 hrs
14	MITD-Professor B.S Upadhyaya Training Centre (PUTC)	La Paix , Piton		10.00 hrs
15	MITD Training Centre, Goodlands (GTC)	Route Geranium, Goodlands		09.00 hrs
16	MITD- Training Centre, Rose Belle (RBTC)	Dispensary Road, Rose Belle	Monday 04/08/2025	10.00 hrs
17	MITD-Training Centre, Mahebourg (MTC)	Colony Street Mahebourg		11.00 hrs
18	MITD Training Centre, Surinam (STC)	Royal Road, Surinam	Tuesday 05/08/2025	09.30 hrs
19	MITD Training Centre, La Gaulette (LGTC)	Royal Road, La Gaulette		11.00 hrs

Annex III**MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT**

Name of Training Centre : _____

Occurrence Book - Record Sheet

~~~~~

Day: \_\_\_\_\_ Date: \_\_\_\_\_ Month : \_\_\_\_\_ Year : \_\_\_\_\_

—

| Time | 1) Security Check/Patrol in MITD compound<br>2) Description of Incident/Occurence | Name and Signature of S Guard | Name and Signature of S Supervisor |
|------|-----------------------------------------------------------------------------------|-------------------------------|------------------------------------|
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |
|      |                                                                                   |                               |                                    |

Can we combine Annex III, IV and V



## Annex IV A

**MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT**  
**Head Office**

**Attendance Sheet for Security Guard(s)**

~~~~~

Day: _____ **Date:** _____ **Month :** _____ **Year :** _____

DAY DUTY

Name	Time of Arrival	Signature	Time of Departure	Signature

Remarks:

Checked by : _____ **for Security Service Provider**

Remarks:

Checked by : _____ **for Employer**

NIGHT DUTY

Name	Time of Arrival	Signature	Time of Departure	Signature

Remarks:

Checked by : _____ **for Security Service Provider**

Remarks:

Checked by : _____ **for Employer**

Annex IV B

MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT

Name of Training Centre : _____

Attendance Sheet for Security Guard(s)

~~~~~

Day: \_\_\_\_\_ Date: \_\_\_\_\_ Month : \_\_\_\_\_ Year : \_\_\_\_\_

**NIGHT DUTY**

| Name | Time of Arrival | Signature | Time of Departure | Signature |
|------|-----------------|-----------|-------------------|-----------|
|      |                 |           |                   |           |
|      |                 |           |                   |           |
|      |                 |           |                   |           |
|      |                 |           |                   |           |

Remarks:

Checked by : \_\_\_\_\_ for Security Service Provider

Remarks:

Checked by : \_\_\_\_\_ for Employer

~~~~~

Day: _____ Date: _____ Month : _____ Year : _____

DAY DUTY (Saturdays and Public Holidays/Sundays)

Name	Time of Arrival	Signature	Time of Departure	Signature

Remarks:

Checked by : _____ for Security Service Provider

Remarks:

Checked by : _____ for Employer

Annex V A

MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT

Name of MITD- Training Centre: _____

AFTERNOON/EVENING: HANDING OVER OF MITD SITE TO SECURITY GUARD(S)

DATE	TIME	CHECKLIST For all buildings and the yard	STATUS AFTER VERIFICATION Checked ' <i>OK</i> ' or Checked ' <i>NOT OK</i> '	REMARKS Write ' <i>NIL</i> ' in case of no remarks	NAME OF MITD STAFF	SIGNATURE	NAME OF SECURITY GUARD	SIGNATURE
		Doors						
		Windows + Impost, Louvers, Burglar bars						
		Shutters						
		Electric/Solar Lights						
		Yard, Gate(s), Electric/Solar Lights, Fence, Wall ,Motor vehicles, Green Plants, Others						

Note: All doors, windows + imposts and louvers must be closed securely. Imperative that all doors and shutters of buildings opening onto the yard are locked.

Sufficient electric/solar lights must be switched on to have better visibility in the yard at night to deter or intercept trespassers. Gates should be closed.

MORNING: TAKING OVER OF MITD SITE FROM SECURITY GUARD(S)

DATE	TIME	CHECKLIST For all buildings and the yard	STATUS AFTER VERIFICATION Checked ' <i>OK</i> ' or Checked ' <i>NOT OK</i> '	REMARKS Write ' <i>NIL</i> ' in case of no remarks	NAME OF MITD STAFF	SIGNATURE	NAME OF SECURITY GUARD	SIGNATURE
		Doors						
		Windows + Impost, Louvers, Burglar bars						
		Shutters						
		Electric/Solar Lights						
		Yard, Gate(s), Electric/Solar Lights, Fence, Wall ,Motor vehicles, Green Plants, Others						

Any other remarks:

Verified by officer of MITD Head Office: _____
 Name Signature Date & Time

Verified by supervisor of Security service provider: _____
 Name Signature Date & Time

Annex V B

MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT

MITD Head Office

AFTERNOON/EVENING : HANDING OVER OF MITD SITE TO SECURITY GUARD(S)

DATE	TIME	CHECKLIST For all buildings and the yard	STATUS AFTER VERIFICATION Checked ' <i>OK</i> ' or Checked ' <i>NOT OK</i> '	REMARKS Write ' <i>NIL</i> ' in case of no remarks	NAME OF MITD STAFF	SIGNATURE	NAME OF SECURITY GUARD	SIGNATURE
		Doors						
		Windows + Impost, Louvers, Burglar bars						
		Shutters						
		Electric/Solar Lights						
		Yard, Gate(s), Electric/Solar Lights, Fence, Wall ,Motor vehicles, Green Plants, Others						

Note: All doors, windows + imposts and louvers must be closed securely. Imperative that all doors and shutters of buildings opening onto the yard are locked.

Sufficient electric/solar lights must be switched on to have better visibility in the yard at night to deter or intercept trespassers. Gates should be closed.

MORNING: TAKING OVER OF MITD SITE FROM SECURITY GUARD(S)

DATE	TIME	CHECKLIST For all buildings and the yard	STATUS AFTER VERIFICATION Checked ' <i>OK</i> ' or Checked ' <i>NOT OK</i> '	REMARKS Write ' <i>NIL</i> ' in case of no remarks	NAME OF MITD STAFF	SIGNATURE	NAME OF SECURITY GUARD	SIGNATURE
		Doors						
		Windows + Impost, Louvers, Burglar bars						
		Shutters						
		Electric/Solar Lights						
		Yard, Gate(s), Electric/Solar Lights, Fence, Wall ,Motor vehicles, Green Plants, Others						

Any other remarks:

Verified by supervisor of Security service provider: _____
 _____ Name _____ Signature _____ Date & Time

Verified by officer of MITD Head Office: _____
 _____ Name _____ Signature _____ Date & Time

Annex VI

MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT

Name of bidder :

Site:

(A breakdown of cost should be submitted for each site)**BREAKDOWN OF COSTS FOR SECURITY SERVICES
FOR NIGHT SHIFT FOR YEAR 2026, 2027**

SN	ITEMS OF REMUNERATION	COST (Rs) exclusive of VAT		
		Jan.- Dec. 2026	Jan. – Dec. 2027	
1.0	Cost of guard/s			
1.1	Basic salary of guard per month			
1.2	Actual/Estimated Additional Remuneration (AR))			
1.3	Amount payable per month to guard for surplus hours of work (overtime)			
1.4	Amount payable per month to guard for hours of work (including overtime), on public holidays/ Sundays			
1.5	Amount payable as monthly salary to guard (1.1 + 1.2 + 1.3 + 1.4)			
1.6	Amount payable per month to guard for travelling, other allowances and benefits			
1.7	<u>Or</u> Monthly all inclusive salary package payable to guard			
2.0	Cost of Supervision per month			
3.0	Other costs			
4.0	Total cost per month			
NAME:		POSITION:	SIGNATURE:	DATE:
Company seal:				

Annex VII**MAURITIUS INSTITUTE OF TRAINING AND DEVELOPMENT**

Name of bidder :

Site:

(A breakdown of cost should be submitted for each site)**BREAKDOWN OF COSTS FOR SECURITY SERVICES****FOR DAY SHIFT FOR YEAR 2026, 2027**

SN	ITEMS OF REMUNERATION	COST (Rs) exclusive of VAT		
		Jan.- Dec. 2026	Jan. – Dec. 2027	
1.0	Cost of guard/s			
1.1	Basic salary of guard per month			
1.2	Actual/Estimated Additional Remuneration (AR))			
1.3	An indication of amount payable per month to guard for surplus hours of work (overtime)			
1.4	An indication of amount payable per month to guard for hours of work (including overtime), on public holidays/ Sundays			
1.5	An indication of amount payable as monthly salary to guard (1.1 + 1.2 + 1.3 + 1.4)			
1.6	An indication of amount payable per month to guard for travelling, other allowances and benefits			
1.7	Or Monthly all inclusive salary package payable to guard			
2.0	Cost of Supervision per month			
3.0	Other costs			
4.0	Total cost per month			
NAME:		POSITION:	SIGNATURE:	DATE:
Company seal:				