



***Ministry of Gender Equality and Family Welfare***

## **OPEN NATIONAL BIDDING**

**for**

**Day to Day Management of L'Oiseau du Paradis  
Relay Centre for Children in Distress at Cap Malheureux**

**Procurement Reference No: MGE/ONB 28/2022-2023**

**Closing Date: 16 June 2023**

**7<sup>th</sup> Floor, Newton Tower,  
Sir William Newton Street,  
Port-Louis  
Tel. 405 3300**



## **Ministry of Gender Equality and Family Welfare**

**(Authorized under section 16(1) of the Public Procurement Act 2006)**

### **INVITATION FOR BID**

#### **OPEN NATIONAL BIDDING**

**Procurement Ref. No: MGE/ONB 28/2022-2023**

The **Ministry of Gender Equality and Family Welfare** hereby invites bids from eligible and qualified Service Providers for **Day to Day Management of L'Oiseau du Paradis Relay Centre for Children in Distress at Cap Malheureux.**

2. Any resulting contract shall be subject to the terms and conditions referred to in the bid document. Queries, if any, should be addressed to **The Secretary, Departmental Bid Committee, 7<sup>th</sup> floor Newton Tower, Port-Louis or through email [genderdbc@govmu.org](mailto:genderdbc@govmu.org).**
3. The Bidding Document is available at the Secretariat of the Departmental Bid Committee of the Ministry, **7<sup>th</sup> Floor, Newton Tower, Sir William Newton Street, Port Louis or can be downloaded, free of charge, from the website of the Ministry: [gender.govmu.org](http://gender.govmu.org).**
4. The duly completed quotation form should be sealed in a single envelope, clearly marked with the Procurement Reference Number and the Bidder's name at the back of the envelope and addressed to: The Permanent Secretary, Ministry of Gender Equality and Family Welfare. The sealed envelope should be deposited in the Tender Box located at **7<sup>th</sup> Floor, Newton Tower, Sir William Newton Street, Port Louis, not later than Friday 16 June 2023 at 14 00 hrs.**
5. Late quotations will be rejected and shall be returned unopened to the bidder concerned.
6. The Ministry of Gender Equality and Family Welfare reserves the right to:-
  - (a) accept or reject any bid; and
  - (b) annul the bidding process and reject all bids at any time prior to contract award, without incurring any liability towards the bidder.

**Ministry of Gender Equality and Family Welfare  
7<sup>th</sup> Floor, Sir William Newton Street  
Port-Louis  
Tel. 405 3300**

# SECTION I: INVITATION FOR BIDS

## 1. Preparation of Bids

The Service Provider shall quote for the services mentioned in Section III by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards Compliance Sheet in Section V; and;
- (d) any other attachment as deemed appropriate.

You are advised to carefully read the complete Invitations for Bids document, including the Special Conditions of Contract in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

## 2. Documents to be submitted

- (a) company profile and past experience
- (b) average annual monetary value of services provided over the last 3 years
- (c) experience in services of a similar nature and size, and details of services presently provided or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) qualifications and experience of key personnel proposed for the Contract;

## 3. Validity of Bids

The Bid validity shall be **90** days from the date of bid submission deadline.

## 4. Services Completion Period

The completion period for services shall be **three years** after acceptance/issue of Purchase Order. Deviation in completion period shall not be accepted.

## 5. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number and addressed to the Ministry of Gender Equality and Family Welfare with the Bidder's name at the back of the envelope.

## 6. Submission of Bids

Bids should be deposited in the Bid/Tender Box located at **7<sup>th</sup> Floor, Newton Tower, Sir William Street, Port Louis**, not later than **Friday 16 June 2023 at 14 00 hrs**. Bids by post or hand delivered should reach by the same date and time. Late submissions will be rejected.

Bids received by e-mail will not be considered.

**7. Opening of Bids**

Bids will be opened by the Ministry of Gender Equality and Family Welfare at **7<sup>th</sup> Floor, Newton Tower, Sir William street, Port Louis** on same date at **14 15 hrs.** Bidders or their representatives may attend the Bid Opening, if they choose to do so.

**8. Evaluation of Bids**

The Public Body shall have the right to request for clarifications during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, to determine the lowest evaluated bid.

**9. Eligibility Criteria**

To be eligible to participate in this bid exercise, you should:

- (a) have the legal capacity to enter into a contract to execute the services;
- (b) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (c) not have had your business activities suspended;
- (d) not have a conflict of interest in relation to this procurement requirement;
- (e) have a valid Trading Licence;
- (f) have Business Registration Card; and
- (g) have at least completed 2 projects of similar nature.

The Public Body may choose to request any Bidder to substantiate compliance with these criteria.

**10. Scope of Services, Specifications and Performance Standards**

The Scope of Services and Performance standards detailed in Sections III and V are to be complied with. Bidders may propose alternative for part of the scope substantiating that such alternatives will equally serve the interest of the Public Body. However, evaluation will be carried out as per the defined scope. Alternatives will only be considered from bidders having submitted the lowest evaluated bid as per the base requirements.

Bidders have to substantiate in what manner the deviation in set specifications and performance standards, if any, are not material deviation.

**11. Prices and Currency of Payment**

Prices for the execution of services shall be fixed in Mauritian Rupees as quoted. Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

**12. Bid Security/Bid-Securing Declaration**

Bidders *are not* required to *submit a Bid Security/subscribe to a Bid Securing Declaration* for this procurement process.

**13. Award of Contract**

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the services shall be selected for award of contract. Award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract.

**14. Performance Security**

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of 5% of the contract price.

**15. Notification of Award and Debriefing**

The Public Body shall after award of contract, exceeding Rs 1 million, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount.

Furthermore, the Public Body shall attend to all requests for debriefing for contract exceeding Rs 1 million, made in writing within 30 days the unsuccessful bidders are informed of the award.

**16. Integrity Clause**

The Public Body commits itself to take all measures necessary to prevent 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.

**17. Rights of Public Body**

The Ministry of Gender Equality and Family Welfare reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award.

## SECTION II: BID LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RB prevail over any attachments. **If your bid is not authorised, it may be rejected.**]*

Quotation Addressed to :	Ministry of Gender Equality and Family Welfare
Procurement Reference Number:	MGE/ONB 28/2022-2023
Subject matter of Procurement:	Day to Day Management of L'Oiseau du Paradis Relay Centre for Children in Distress at Cap Malheureux

- (a) We offer to provide the services detailed in the Scope of Service, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.
- (b) We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.
- (c) We undertake to abide by the Conduct of Bidders and Suppliers as provided under section 52 of Public Procurement Act during the procurement process and the execution of any resulting contract.
- (d) The validity period of our bid is 90 days from the date of the bid submission deadline.
- (e) We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry date** of the bid validity.
- (f) The services will commence **within 15 days** from date of issue of Letter of Acceptance.
- (g) The services will be completed within 3 years from date of issue of Letter of Acceptance.
- (h) 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 during our participation in the bidding process and we commit ourselves to observe the same principles if awarded the contract and during its execution.

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

### Bid Authorised By:

Name of Bidder		Company's address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./E-mail	

## **SECTION III: SCOPE OF SERVICES AND PERFORMANCE SPECIFICATIONS**

### **Day to Day Management of L'Oiseau du Paradis Relay Centre for Children in Distress at Cap Malheureux**

#### **1. Introduction**

The Ministry of Gender Equality, and Family Welfare is responsible for placement of children who are at risk or are victims of violence, abuse and neglect to a Residential Care Institution (RCI) for Children until and unless they may reintegrate a family for their overall development in a safe and conducive environment. These children are placed at the Residential Care Institutions for Children under Court Orders issued by the Children's Court.

Further information pertaining to the Ministry can be found on the website:

<http://gender.govmu.org/English/Pages/default.aspx>

#### **2. Project Objective**

To arrange for the day to day management of L'Oiseau du Paradis Relay Centre for Children in Distress at Cap Malheureux.

##### **2.1 Rationale**

To date, there are 45 Residential Care Units out of which 5 are Government Owned or rented buildings managed by Non-Government Organisations (NGOs) and 40 Residential Units run by 14 NGOs. These Residential Care Institutions are mandated to provide all necessary services for the day to day 'prise en charge' of the children admitted therein.

The capacity of the government owned RCI, L'Oiseau du Paradis Relay Centre is as follows:

- L'Oiseau du Paradis Relay Centre operates two sections namely; a nursery catering for minors aged 0 to 5 years old with a capacity of 10 minors (boys and girls) ; and 20 minors aged between 6 to 17 years (boys).

#### **3. Scope of Services**

**3.1** The Service Providers shall be responsible for the day to day management of the L'Oiseau du Paradis Relay Centre for Children in Distress at Cap Malheureux:

### **3.2 Residential Care Institution for Children Regulations 2022**

- (i) Residents should not be requested/allowed to perform heavy duty household chores. Minor chores in respect of personal needs can be requested especially if recommended by Medical Practitioner/Psychologist for Occupational Therapy after approval by the Employer (herein after defined as the Ministry of Gender Equality and Family Welfare).

#### **(ii) Management**

- (a) The shelter shall be managed in an effective manner by appropriately qualified/specialized personnel to deliver the best possible care and protection for the residents.
- (b) The shelter shall have external management, in the form of a board of management, that oversees the work of the shelter, approves the statement of purpose and function and all policies, and supports the work of the shelter manager with adequate resources.
- (c) The shelter Manager shall satisfy himself/herself that appropriate and suitable care practices and operational policies are in place, having regard to the number of children living in the shelter and the nature of their needs.
- (d) The Service Provider shall have in place mechanisms for assessing the quality and effectiveness of the services being provided particularly care, protection and outcomes for the children.
- (e) Ministry shall have an oversight on the day to day management of the shelter.

#### **(iii) Register**

- (a) The Service Provider shall keep a register of all children who live in the shelter.
- (b) The register shall state the date of all admissions as well as discharges and the destination to which the child was discharged to.



#### (iv) Staffing

- (a) The shelter shall have adequate levels of staff (specialized and administrative) to fulfil its purpose and function. Staff need to be qualified and have the ability to communicate effectively with children.
- (b) All staff, shall be appropriately evaluated before taking up duties, through the taking up of past employer references, including the most recent reference and requesting criminal records checks.
- (c) All new staff members should be given formal induction.
- (d) An Indicative list of qualifications of proposed staffing is provided as follows –

<u><b>Proposed Staffing</b></u>	<u><b>Qualification</b></u>
<b>1. Shelter Manager</b>	<p>A. A Degree in Social Work or Psychology or Administration or Management or an equivalent qualification acceptable to the Ministry</p> <p>B. At least three years (minimum) of experience in the field of Social Work</p> <p>Candidates should also -</p> <ul style="list-style-type: none"><li>(i) have good organizing, communication and interpersonal skills</li><li>(ii) be able to lead a team of employees</li><li>(iii) be computer literate</li></ul> <p>Written evidence of experience claimed should be submitted.</p>
<b>2. Administrative Staff</b>	<p>Minimum HSC holder.</p> <p>A diploma in administration/management</p>
<b>3. Caregivers (nursery)</b>	<ul style="list-style-type: none"><li>(i) Should be aged 25 years and above</li><li>(ii) School Certificate.</li><li>(iii) Certificate in Early Childhood</li></ul>
<b>4. Caregiver (boys section)</b>	<ul style="list-style-type: none"><li>(i) Should be aged 25 years and above</li></ul>

	(ii) School Certificate. (iii) Certificate in child care
<b>5. Cooks</b>	(i) Certificate of Primary Education (CPE) (ii) Food handling certificate and knowledge of cooking
<b>6. Security Guards</b>	In line with the Residential Care Institutions for Children 2023, Service Provider should provide security at the entrance;  (i) by a security company duly licensed by the Commissioner of Police under the Private Security Service Act; or  (ii) security alarms, fire alarm system and CCTV camera.
<b>7. General Worker/ Gardener</b>	(i) Certificate of Primary Education (ii) Experience in gardening
<b>8. Cleaners</b>	Certificate of Primary Education
<b>9. Driver/Messenger</b>	(i) CPE (Certificate of Primary Education) (ii) Valid driving licence
<b>10. Handyman</b>	Minimum Form III
<b>11. Psychologist</b>	(i) Master in Clinical Psychology or Psychology with Specialization in Clinical Psychology  (ii) Experience in the field would be an advantage
<b>12. Social Worker</b>	(i) Diploma in Social Work (ii) Work experience with children in NGOs

## **(v) Supervision and Support**

- (a) All staff members shall receive regular and formal supervision, the details of which shall have to be recorded.
- (b) Staff meetings, hand-over meetings and other fora shall take place regularly to facilitate good communication, co-operation and consistency between staff in implementing care plans, providing consistency of care and maintaining safety.
- (c) Service Provider shall ensure that there are support mechanisms in place for staff, in particular for those who have suffered stress or injury in the course of their work.
- (d) The Service Provider shall ensure that all statutory provisions in relation to employment laws and running of Residential Care Institutions are adhered to.

## **(vi) Training and Development**

The Service Provider shall ensure that there is effective on-going staff development and training programme for care and education of staff including skills required for children with special needs (physical/mental disabilities, HIV/ AIDS)

## **(vii) Administrative files**

- (a) Managers shall ensure that all records are kept in a standard manner and shall take appropriate action to remedy deficiencies reported to safeguard the interests of residents and staff.
- (b) Relevant records relating to children (e.g: medical brief, care plans, psychological) shall be kept in perpetuity.
- (c) The shelter shall have clear financial management systems and records.

#### **(viii) Monitoring**

- (a) An authorized person designated by the Supervising Officer of the Ministry of Gender Equality and Family Welfare shall monitor the shelter on a regular basis to ensure compliance with standards and best practice. Written reports of the monitoring visits shall be made available periodically to shelter manager.
- (b) The authorized person shall monitor the following:
  - care practices and operational policies;
  - staffing;
  - accommodation;
  - clothing;
  - education;
  - access arrangements;
  - health care;
  - religion;
  - provision of food and cooking facilities;
  - fire precautions;
  - safety precautions;
  - insurance;
  - leisure/recreational activities;
  - notification of significant events; and
  - records.
- (c) The authorized person shall meet with the children and enquire about their welfare and happiness.
- (e) The authorized person shall see that all children have an allocated social worker and a care plan
- (f) The authorized person shall read records of sanctions, physical restraint, complaints and unauthorized absences, shall discuss any issues arising from these with the Shelter Manager.

- (g) All significant incidents shall be notified to the authorized person immediately and subsequently in writing.
- (h) The authorized person shall satisfy himself or herself that the shelter follows all the legal and administrative requirements and standards in respect of children's residential shelters.

**(ix) Children's case and care records**

- (a) A comprehensive written care plan shall be developed for each child by the Shelter Manager in consultation with parties concerned. The care plan shall include an assessment of each child's educational, psycho-social, emotional, behavioural and health requirements and identify how the placement will support and promote the welfare of the child.
- (b) Each child shall have a permanent, private and secure record of his or her history and progress that contains all relevant documentation and is maintained by the Shelter Manager.
- (c) Records shall be written to a standard and in a style defined by the shelter, and are clearly expressed and free from colloquialisms and stereotypes.
- (d) Each care file in the shelter shall have the original or a copy of the child's birth certificate and copy of court order.
- (e) Case and care records shall be kept in a way that helps effective care planning and maintains appropriate levels of privacy and confidentiality about the children's circumstances. The record shall show that the children's views are sought and recorded.
- (f) All case and care files shall be kept in perpetuity using an appropriate medium.

**(x) Food and Nutrition**

- (a) Children shall have adequate quantities of nutritious food and their preferences are considered in planning menus. Children who are vegetarian or who have special dietary requirements shall be offered a range of suitable and nutritious food and due attention is given to the ethnic identity of the minor.
- (b) Children shall have easy access to food, and are gradually encouraged to develop healthy eating habits.
- (c) As far as possible, children shall be involved in decision-making process at the level of the shelter, especially with regard to food.

#### **(xi) Education**

- (a) The educational needs of each child shall be addressed. Each child shall be encouraged to reach his or her educational potential.
- (b) The shelter manager shall take an interest in the child's education, attend all relevant school functions and meetings, and support the children in the shelter by having the physical facilities and household routine for homework and study.
- (c) The shelter manager in consultation with the school, shall ensure an educational assessment is carried out for any child where there are any questions relating to ability, specific learning difficulties, under achievement or specific talents.
- (d) Children with deficits in educational attainment or temporarily not attending school shall be supported with non-formal educational possibilities.
- (e) Children approaching school leaving age are strongly encouraged to participate in third level education or vocational training programmes as appropriate to their abilities, interests and aspirations, and this should reflect in their care plan.
- (f) Access under supervision to ICT facilities shall be provided for by the Service Provider.

#### **(xii). Sanitary Care and Clothing**

- (a) The Residents should always be provided with clean and ironed clothing. Service Provider should arrange for regular cleaning of the premises including toilets, bath and yard.
- (b) Service Provider should provide for clean linens, towels, bed sheets and pillow cases. Bed sheets and pillow cases to be changed every 3 days or as and when required if earlier.
- (c) The quality of care shall meet physical, emotional and spiritual needs of the child.
- (d) There shall be some personal space for belongings (a cupboard or wardrobe), as well as multiple personal sets of clothes and particularly underwear which shall not be shared among the children for personal hygiene reasons. Issues of personal hygiene shall be dealt with sensitivity and dignity.

**(xiii) Race, culture, religion, gender and disability**

- (a) All children in care shall enjoy the same opportunities as their peers and shall not be subjected to any form of discrimination.
- (b) Children shall be allowed to practice their religion.
- (c) The shelter shall recognize the importance of family as a source of heritage and identity. Information about the children's family and community shall be collected and shared with the children in a way that is accessible to them.
- (d) All staff shall be made aware of the shelter's policy on diversity and anti-discrimination while dealing with children.

**(xiv) Managing behaviour**

- (a) The shelter shall have a written policy for responding to inappropriate behaviour that clarifies the rights and responsibilities of both children and staff members. All staff shall be encouraged to consider the underlying causes of inappropriate behaviour and day-to-day practices are in place to support children in managing their behaviour. Children should understand the behaviour expected of them. They should know that positive behaviour would be rewarded and that sanctions can be applied for unacceptable conduct.
- (b) Children shall not be subject to any form of treatment that is humiliating or degrading in accordance with The Children's Act 2020.
- (c) The shelter shall have a written policy that promotes a positive and safe environment.

**(xv) Health and safety**

- (a) A child shall have a medical assessment on admission to the Residential Care Institutions. Care records shall contain, as far as possible, clear and complete record of all medical and health information regarding the child. A note shall be recorded on file where there is no medical record outlining the efforts made to obtain same.
- (b) Children shall receive medical, dental, ophthalmic or other specialised services when required.
- (c) All children shall have access to a medical practitioner. All children shall have an individual medical card.

- (d) The Service Provider shall share appropriate information with the medical practitioner dealing with the case of any child to enable him or her offer optimum care.
- (e) Care records shall contain a clear record of all medication administered, both prescribed and across the counter.
- (f) The shelter shall have a no-smoking policy that prohibits staff smoking in the shelter. Staff should also not smoke outside the shelter or when sharing transport.

**(xvi) Contact with families**

- (a) Contact with families is a very important aspect for the good development of the child. The Shelter Manager shall encourage and practically support contact with parents, family and significant others unless the Court restricts contact. Arrangements are made for the supervision of visits.
- (b) The wishes of siblings to be placed together are respected wherever possible. If they cannot be accommodated together, arrangements are made for them to have high levels of contact.
- (c) In the case, where a child does not have contact with his family, the Shelter Manager and staff shall explain the reasons clearly and these have to be documented in the care plan.

**(xvii) Insurance and Pension**

- (a) The shelter should subscribe mandatorily to a comprehensive insurance policy covering public liability for children and employees of the shelters. The employee should also be registered at National Pensions Fund.

**(xviii) Leisure and Recreational Activities**

The Service Provider should make arrangement to organize/provide leisure and recreational/indoor and outdoor activities for residents of the shelters. They shall also celebrate festive occasions in a special way with activities of choice of the residents, as far as possible.



#### **(xix) Personnel requirement/Staffing**

The Service Provider shall provide, *inter alia*, the following personnel –

- (a) adequate administrative staff;
- (b) trained child caregivers in the ratio of 1:5;
- (c) at least two cooks for daily preparation for residents;
- (d) at least two cleaners and one handyman for proper maintenance of premises including toilets and for minor repairs of furniture, appliances and equipment;
- (e) transport services for the conveyance of residents;
- (f) security services – by a security company duly licensed by the Police;
- (g) the Service Provider shall arrange for presence of the required number of staff at the shelter on each shift;
- (h) the Service Provider shall arrange for the services of Psychologist to give necessary support/counselling to residents.

#### **4. Obligations of Service Provider**

- (a) Service Provider shall admit any child referred to it by the Employer.
- (b) Service Provider shall keep detailed records of all residents which should be made available to Employer or any other Government Officer for inspection.
- (c) Service Provider shall submit to Employer a monthly report on each resident, giving details of health condition, behaviour and any other matter.
- (d) Service Provider shall not allow any person other than the employees working for the Shelter and Government officers, to have access to the premises of the Shelter or to have contact with residents without prior approval of Employer.
- (e) The Service Provider shall not submit any report or details on any resident to a third party, other than a Ministry/Department, without prior approval of the Employer.

- (f) The Service Provider shall keep books recording in details all income and expenditure for the Shelter. These books should be made available to Employer or other Government Official for checking/auditing purposes.
- (g) Service Provider shall ensure confidentiality of all cases referred to him or her.
- (h) Service Provider shall not take, compile and/or store photographs of residents for the purpose of publicity in any of the media available, especially on social media including Facebook or any e-data.
- (j) The Service Provider shall have to keep the premises, furniture and equipment in good condition. The Service Provider shall ensure that the children are not allowed to stay or to spend time at a caregiver or staff's residence.
- (k) A complaints procedure clearly outlining the following shall be established by the Service Provider to record complaints of residents.
- (l) The Service Provider shall ensure that all minor repairs are effected within a mutually agreed timeframe between the Ministry and the former to ensure the safety and security of residents.
- (m) All costs related to utilities (water, telephone and electricity charges) will be borne by the Service Provider.

## **5. Services provided by Employer**

This Ministry will provide an appropriate building to the Service Provider. Major maintenance and repair works will be carried out by this Ministry. All clearances from the Mauritius Fire Rescue Services, Ministry of Health and Wellness, Local Authorities amongst others shall be sought by this Ministry.

This Ministry shall carry out inspections and follow-up visits with residents. The Child Development Unit through its Child Rehabilitation Services would arrange for parental visits in particular cases; facilitate meetings amongst siblings and reinsertion of minors in their families. Presentation of residents before Magistrate for Court Order will be undertaken by the Ministry. The Service Provider shall help with accompanying of residents, where necessary.

## **6. Termination**

### **(a) By the Employer**

The Employer may terminate this Contract at any time, by giving notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below:

- (i) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (ii) If the Service Provider become insolvent or bankrupt;
- (iii) 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 sixty (60) days; or
- (iv) If the Service Provider, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of para (iv);

- (1) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (2) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (3) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (4) “coercive practice” 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;
- (5) “obstructive practice” is  
Deliberately destroying, falsifying, altering or concealing or 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.
- (v) Notwithstanding the above the Employer may terminate the contract for its convenience after giving a prior notice of 30 days.

#### **(b) By the Service Provider**

The Service provider may terminate this contract, by not less than sixty (60) days’ written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs(i) and (ii).

- (i) If the Employer fails to pay any monies due to the service Provider pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (ii) 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 sixty (60) days.

#### **(c) Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 6a or 6b, the Employer shall make the following payments to the Service Provider:

- (i) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (ii) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 6(b), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

## **7. Confidentiality**

The Service Provider, its Subcontractors, and the Personnel or either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

## **8. Service Provider's Actions Requiring Employer's prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (i) entering into a subcontract for the performance of any part of the Services;
- (ii) appointing such members of the Personnel not listed by name.
- (iii) changing the Program of activities; and
- (iv) any other action that may be specified by the Employer.

### **(a) Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in the Residential Care Institutions Regulations 2022.

### **(b) Documents Prepared by the Service Provider to be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 9(a) shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified by the Employer.

## **9. Dispute settlement and mediation**

If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Court within 14 days of the notification of disagreement of one party to the other.

**10. Satisfactory services**

Work services rendered by the Service Provider are to be performed to the written satisfaction of the Employer. The Employer would interpret all reports and determine the quality, acceptability and progress of the services rendered.

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **MGE/ONB 28/2022-2023**

*[Complete the unit and total prices for each item listed below and the currency of your bid. Authorise the prices quoted in the signature block below. The table shown hereunder may be customized as per the type of services required].*

**Currency of Bid: Mauritian Rupees**

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
1	Day to Day Management of L'Oiseau du Paradis Relay Centre for Children in Distress at Cap Malheureux	1	Lot		
<i>Enter 0% VAT rate if VAT exempt.</i>				<b>Other additional costs</b>	
				<b>Subtotal</b>	
				<b>VAT @        %</b>	
				<b>Total</b>	

\* Columns A to D to be completed as applicable by Public Body

## Financial Proposal:

SN	Description	Monthly Cost (MUR)	Yearly Cost (MUR)
1.	Salaries and Wages for the personnel		
	Manager (available on a 24-hour basis)		
	Officer in Charge (available on a 24-hour basis)		
	1 Administrative and Finance Officer		
	Management Support Officer		
	Child Caregivers		
	2 Cooks		
	2 Cleaners		
	1 Handy worker		
	1 Psychologist (on session)		
	1 Paediatrician (on session)		
	1 Doctor Generalist (on session)		
	1 Legal Representative (on session)		
	1 Nutritionist (on session)		
2.	Transport for residents		
3.	Transport reimbursement for staff		
4.	Compensation for Staff as per New Legislation		
5.	Security Services		
6.	Per Capita – for food/clothing/educational materials		
7.	Insurance for residents		
8.	Insurance for staff		
9.	Other administrative expenses (specify) Office material and expenses, sanitary and hygienic towels, snacks, soft drinks and juice, cleaning materials, baby care, expenses on wear and tear.		
10.	Unforeseen and unexpected expenses, ensuring child protection (E.g., Covid 19 Pandemic and so on)		
11.	Minor Repairs and Maintenance Works		

12.	In door games and outdoor activities		
13.	Costs of Utilities (water, telephone and electricity charges)		
	<b>Total</b>		
	<b>VAT*</b>		
	<b>Grand Total (to be carried forward in Bid Submission Form)**</b>		

**Priced Activity Schedule Authorised By:**

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



## SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

Procurement Reference Number: **MGE/ONB 28/2022-2023**

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

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	Day to Day Management of L'Oiseau du Paradis Relay Centre for Children in Distress at Cap Malheureux		

\* Columns A and B to be completed by Public Body.

**Specifications and Performance Standards Compliance Sheet Authorised By:**

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

## SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) (Ref: NCS/RFQ-GCC14/11-21)<sup>1\*</sup> for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below.

## SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **MGE/ONB 28/2022-2023**

The clause numbers given in the first column correspond to the relevant clause numbers of the General Conditions of Contract.

Subject and GCC Reference	Special Conditions
<b>Notices</b> <b>GCC 1.4</b>	Any notice shall be sent to the following addresses: For the Ministry, the address and the contact name shall be: <b>Permanent Secretary</b> <b>Ministry of Gender Equality and Family Welfare</b> <b>7<sup>th</sup> Floor, Newton Tower,</b> <b>Sir William Newton Street</b> <b>Port-Louis</b> For the Service Provider, the address and contact name shall be: _____
<b>Performance Security</b> <b>GCC 3.11</b>	(i) A Performance Security in the form of a Bank Guarantee representing 5% of the final contract price shall be required.
<b>GCC 6.4</b> <b>Terms and Conditions of Payment</b>	The Public Body undertakes to effect payment within 21 working days from receipt of invoice after supply of the service items to the satisfaction of the Public Body, subject to the Service Provider submitting all required documents. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, payment will be effected within 14 working days.

<sup>1</sup> \* Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

## SCHEDULE 2: PERFORMANCE SECURITY (BANK GUARANTEE)

.....*Bank/Insurance company's Name and Address of Issuing Branch or Office*.....

**Beneficiary:** .....*Name and Address of Public Body* .....

**Date:**.....

**PERFORMANCE GUARANTEE No.:**.....

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

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

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

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

.....*Seal of bank*

*and Signature(s)*.....

### SCHEDULE 3: BID CHECKLIST SCHEDULE

Procurement Reference No.: MGE/ONB 28/2022-2023

Description	Attached (please tick if submitted and cross if not)
Bid Letter	
Priced Activity Schedule	
Specification and Compliance Sheet	
Company profile, past experience and references where similar services have been provided	
Average annual amount for service contract	
Qualification of Key personnel	

**Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.