

*OPEN NATIONAL BIDDING*

**For**

**Procurement of**

***Day to Day Management of L’Oiseau du Paradis Residential Care Institution at Cap Malheureux (Shelter)***

**Procurement Reference No: MGE/QN/01/2024-2025/ONB**

*Ministry of Gender Equality and Family Welfare*

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**Closing Date: 23 September 2024**

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Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents are selected as applicable). A brief description of these documents is given below.

SBD for Procurement of Services

**Summary**

**PART I – BIDDING PROCEDURES**

**Section I: Instructions to Bidders (ITB)**

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

**Section II. Bidding Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

**Section III: Bidding Forms**

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

**PART II – ACTIVITY SCHEDULE**

**Section IV. Activity Schedule**

This Section contains the activity schedule.

**Section V. Performance Specifications and Drawings**

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

**PART III – *CONDITIONS OF* CONTRACT *AND CONTRACT FORMS***

**Section VI. General Conditions of Contract (*GCC*)**

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

**Section VII. Special Conditions of Contract**

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

**Section VIII: Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee**, **Performance Security, Letter of Acceptance and Contract.**

**Part I – Bidding Procedures**

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# Section I. Instructions to Bidders

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**Instructions to Bidders**

**A. General**

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| **1. Scope of Bid** | 1.1 The Public Body referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS.**  1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS and the SCC Clause 2.3.** |
| **2. Public Entities Related to Bidding Documents and to Challenge and Appeal** | 2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity(Employer), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluating bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).  2.2 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.  2.3 Challenges and applications for review shall be forwarded to the addresses indicated **in the BDS**; |
| **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*](http://ppo.govmu.org/).org.  3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;  For the purposes of this Sub-Clause:  (i) “corrupt practice”[[1]](#footnote-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]](#footnote-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]](#footnote-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]](#footnote-4) is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.  3.4 The Public Body commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Public Body obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies)and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected. |
| **4. Eligible Bidders** | 4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.  4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.  4.3 (a)A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.  (b)Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.  Links for checking the ineligibility lists are available on the PPO’s website: *ppo.govmu.org.*  4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.  4.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:  (i) are legally and financially autonomous;  (ii) operate under commercial law, and  (iii) are not a dependent agency of the Purchaser.  4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| **5. Qualification of the Bidder** | 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.  5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.  (b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.  5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:  (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;  (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.  (c) total monetary value of Services performed for each of the last five years;  (d) experience in Services of a similar nature and size for each of the last five 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;  (e) list of major items of equipment proposed to carry out the Contract;  (f) qualifications and experience of key site management and technical personnel proposed for the Contract;  (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years;  (h) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);  (i) authority to the Employer to seek references from the Bidder’s bankers;  (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and  (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.  5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:  (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;  (b) the Bid shall be signed so as to be legally binding on all partners;  (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;  (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and  (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.  5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria, **unless otherwise specified in the BDS**:  (a) a minimum average annual financial amount of work over the period **specified in the BDS**.  (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**  (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;  (d) a Contract Manager with five years’ experience in Services of an equivalent nature and volume, including no less than three years as Manager; and  (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.  A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.  5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture’s Bid. Subcontractors’ experience and resources will not be taken into account in determining the Bidder’s compliance with the qualifying criteria, unless otherwise **stated in the BDS**. |
| **6. Conflict of Interest** | 6.1 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:   * + 1. they have a controlling partner in common; or     2. they receive or have received any direct or indirect subsidy from any of them; or     3. they have the same legal representative for purposes of this bid; or   (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or  (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or  (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid. |
| **7. Cost of Bidding** | 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs. |
| **8. Site Visit/Pre-bid Meeting** | 8.1 (a) The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings 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.  (b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents. |

**B. Bidding Documents**

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| **9. Content of Bidding Documents** | 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:  Section I Instructions to Bidders  Section II Bidding Data Sheet  Section III Bidding Forms  Section IV Activity Schedule  Section V Scope of Service and Performance Specifications  Section VI General Conditions of Contract  Section VII Special Conditions of Contract  Section VIII Contract Forms  9.2 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 not 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 III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**. |
| **10. Clarification of Bidding Documents** | 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer’s address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days *(21 days for international bids)* prior to the deadline for submission of bids and by the date indicated in **the BDS.**  Copies of the Employer’s response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source. |
| **11. Amendment of Bidding Documents** | 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.  11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.  11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below. |

**C. Preparation of Bids**

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| **12. Language of Bid** | 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.  12.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation. |
| **13. Documents Comprising the Bid** | 13.1 The Bid submitted by the Bidder shall comprise the following:  (a) The Form of Bid (in the format indicated in Section III);   1. Bid Security or Bid Securing declaration(where applicable); 2. Priced Activity Schedule;   (d) Qualification Information Form and Documents;  (e) Alternative offers where invited;  and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.  13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract |
| **14. Bid Prices** | 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder.  14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.  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 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.  14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.  14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract. |
| **15. Currencies of Bid and Payment** | 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:  (a) for those inputs to the Services which the Bidder expects to provide from within the Republic of Mauritius, the prices shall be quoted in Mauritian Rupees; and  (b) for those inputs to the Services which the Bidder expects to provide from outside the Republic of Mauritius, the prices shall be quoted in up to any three hard currencies.  15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.  15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1. |
| **16. Bid Validity** | 16.1 Bids shall remain valid for the period **specified in the BDS**.  16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.  16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration. |
| **17. Bid Security** | 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.  17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.  17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:  (a) be issued by a reputable overseas bank located in any eligible country or any commercial Bank/Insurance company operating in Mauritius selected by the Bidder  (b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;  (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;  (d) be submitted in its original form; copies will not be accepted;  (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;  17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.  17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB Clause 35.  17.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:  (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or  (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or  (c) if the successful Bidder fails to:   * + - 1. sign the Contract in accordance with ITB Clause 34; or       2. furnish a Performance Security in accordance with ITB Clause 35.   17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.  17.8 If a bid security is **not required in the BDS**, and   * 1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or   (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or  (c) if the successful Bidder fails to:   * + - 1. sign the Contract in accordance with ITB Clause 34; or       2. furnish a Performance Security in accordance with ITB Clause 35.   The Bidder may bedisqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO**.** |
| **18. Alternative Proposals by Bidders** | 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.  18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS,** as will the method of evaluating different times for completion.  18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.  18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS.** |
| **19. Format and Signing of Bid** | 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “Original.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS,** and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.  19.2 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 authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.  19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. |

**D. Submission of Bids**

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| **20. Sealing and Marking of Bids** | 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “Original” and “Copies”.  20.2 The inner and outer envelopes shall  (a) be addressed to the Employer at the address **provided in the BDS;**  (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and  (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**  20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.  20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid. |
| **21. Deadline for Submission of Bids** | 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**  21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline. |
| **22. Late Bids** | 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder. |
| **23. Modification and Withdrawal of Bids** | 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.  23.2 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.  23.3 No Bid may be modified after the deadline for submission of Bids.  23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.  23.5 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**

|  |  |
| --- | --- |
| **24. Bid Opening** | 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders’ representatives who choose to attend at the time and in the place **specified in the BDS.**  24.2 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 23 shall not be opened.  24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 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.  24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3. |
| **25. Process to Be Confidential** | 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.  25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed. |
| **26. Clarification of Bids** | 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.  26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.  26.3 Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation or contract award decisions may result in the rejection of the Bidder’s bid. |
| **27. Examination of Bids and Determination of Responsiveness** | 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.  27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.  27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. |
| **28. Correction of Errors** | 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.  28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b). |
| **29. Currency for Bid Evaluation** | 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Mauritian Rupees at the selling rates on the closing date, established for similar transactions by the Bank of Mauritius**.** |
| **30. Evaluation and Comparison of Bids** | 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.  30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:  (a) making any correction for errors pursuant to ITB Clause 28;  (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;  (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and  (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.  30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.  30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation. |
| **31. Preference for Domestic Bidders** | 31.1 Margin of Preference shall not be applicable. |

**F. Award of Contract**

|  |  |
| --- | --- |
| **32. Award Criteria** | 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, 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 Clause 5.  32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract. |
| **33. Employer’s Right to Accept any Bid and to Reject any or all Bids** | 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders. |
| **34. Notification of Award and Signing of Agreement** | 34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of Letter of Acceptance the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding process.  34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.  34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35. |
| **35. Performance Security** | 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank/Insurance company Guarantee **stipulated in the BDS,** denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.  35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank/Insurance company Guarantee, it shall be issued either at the Bidder’s option, by a commercial Bank/Insurance company located in the Republic of Mauritius or a foreign Bank/Insurance company through a correspondent commercial Bank/Insurance company located in the Republic of Mauritius.  35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. |
| **36. Advance Payment and Security** | 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.** |
| **37. Adjudicator** | 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party. |

|  |  |
| --- | --- |
| **38.Debriefing** | 38.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended. |

# Section II. Bidding Data Sheet

This section should be filled in by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids

|  |  |
| --- | --- |
| **A. General** | |
| **ITB 1.1** | The Employer is the Ministry of Gender Equality and Family Welfare, Port Louis.  The name and identification number of the Procurement are **Day to Day Management of L’Oiseau du Paradis Residential Care Institution at Cap Malheureux (Shelter)** and **MGE/QN/01/2024-2025/ONB** respectively. |
| **ITB 2.3** | (a) Challenges shall be addressed to: Permanent Secretary, Ministry of Gender Equality and Family Welfareat the following address:  **7th Floor, Newton Tower**  **Sir William Newton Street**  **Port Louis**    (b) Application for Review shall be addressed to:  **The Chairman**  **Independent Review Panel,**  **5th Floor, Belmont House**  **Intendance Street,**  **Port Louis, Mauritius.**  **Tel: 260 2228**  **Email: irp@govmu.org** |
| **ITB 5.3** | The Qualification Information and Bidding forms to be submitted are per the Scope of Service. |
| **ITB 5.3(b)** | *(a)No written evidence is required.*  (c)In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and in the event the JV is awarded the Contract, during contract execution.”]  ***Note: The power of Attorney or other written authorisation to sign may be for a determined period or limited to a specific purpose.*** |
| **ITB 5.4** | The information needed for Bids submitted by joint ventures is as follows: None |
| **ITB 5.5** | The qualification criteria in Sub-Clause 5.5 are modified as follows*: none* |
| **ITB 5.5(a)** | The minimum required annual volume of Services for the successful Bidder in any of the last *2* years shall be *1 to 2 times* the annual contract amount payable to the selected bidder for the *contract.* |
| **ITB 5.5(b)** | The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: Experience in managing residential care institutions or similar activities |
| **ITB 5.5(c)** | The essential equipment to be made available for the Contract by the successful Bidder shall be Vehicles for transportation, security equipment, office equipment, and any other necessary tools for maintenance. |
| **ITB 5.5(e)** | The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs 2 M. |
| **ITB 5.6** | Subcontractors’ experience *will not* be taken into account. |
| **ITB 8.1(b)** | A pre-bid meeting will be held at L’Oiseau du Paradis Residential Care Institution at Cap Malheureux (Shelter) situated at Chemin 20 Pieds, Cap Malheureux (150m along the lateral road behind the Government Primary School) on 09 September 2024 at 11.00 hrs.  The contact person will be Mrs Swapnah Hurry (Coordinator of this Ministry) who may be contacted on phone number 4053302 Email:[sdoonmoon@govmu.org](mailto:sdoonmoon@govmu.org) |
| **B. Bidding Data** | |
| **ITB 9.2 and 19.1** | The number of copies of the Bid to be completed and returned shall be 2. |
| **C. Preparation of Bids** | |
| **ITB 13.1** | The additional materials required to be completed and submitted are: *None* |
| **ITB 14.1** | Local inputs shall be quoted in *Mauritian Rupees* |
| **ITB 14.4** | Price adjustment is *to be applied exclusively for increases in wages resulting from change in legislation according to Workers’ Rights Act 2019,* in accordance with Sub-Clause 6.6 of the Conditions of Contract. |
| **ITB 16.1** | The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS. |
| **ITB 17.1** | The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto. |
| **ITB 17.3** | The amount of Bid Security: Not Applicable |
| **ITB 18.1** | Alternative bids are notpermitted. |
| **D. Submission of Bids** | |
| **ITB 20.2** | Bids should be deposited in the Bid Box located at 7th Floor, Newton Tower, Sir William Newton Street Port Louis. |
| **ITB 21.1** | The deadline for submission of bids shall be: 23 September 2024 at 14.00 hrs |
| **E. Bid Opening and Evaluation** | |
| **ITB 24.1** | Bids will be opened at *14.15,hrs* on the day same day *[23 September 2024]* at the following address: 7th Floor, Newton Tower, Sir William Newton Street, Port Louis. |
| **F. Award of Contract** | |
| **ITB 35.1** | The Performance Security acceptable to the Employer shall be the in the Standard Format enclosed (Section VIII. Contract Forms) of an unconditionalBank/Insurance company Guaranteeand for an amount of Rupees One Hundred and Fifty Thousand (Rs 150,000).The performance security shall be submitted within 15 days as from the date of issue of the contract and it shall be valid 28 days beyond the completion of same. Failure to provide the service as per the agreed terms and conditions shall entail cancellation of the contract and forfeiture of the performance security in toto*.* |
| **ITB 36.1** | Advance/ Upfront Payment will not be entertained. |

# Section III. Bidding Forms

**Table of Forms**

[**Bid Submission Form 30**](#_heading=h.1gf8i83)

[**Qualification Information 34**](#_heading=h.40ew0vw)

[**Form of Bid Security (Bank/Insurance company Guarantee) 37**](#_heading=h.2fk6b3p)

**Bid Submission Form**

|  |
| --- |
| *The Bidder must prepare the Service Provider’s Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.*  ***Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.*** |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement Reference No:……………………

To: Permanent Secretary, Ministry of Gender Equality and Family Welfare

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
2. We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
3. The total price of our Bid, after discounts offered in item (d) below is:

|  |  |  |
| --- | --- | --- |
| Currency | Amount payable in currency | Inputs for which foreign currency is required |
| (i)  (ii) |  |  |

1. The discounts offered and the methodology for their application are: \_\_\_\_\_\_\_\_\_\_\_\_\_;
2. Our bid shall be valid for a period of \_\_\_\_\_\_\_\_ *[insert validity period as specified in ITB 16.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
4. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
5. We are not participating, as a Bidder in more than one bid in this bidding process.
6. Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;
7. We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;[[5]](#footnote-5)
8. 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;
9. 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:
10. 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.
11. 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.

(m) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

(n) 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”) | | | | |

(o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(p) If awarded the contract, the person named below shall act as Contractor’s Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Name: |  |
| In the capacity of: |  |
| Signed: |  |
| Duly authorised to sign the Bid for and on behalf of: |  |
| Date: |  |
| Seal of Company |  |

Appendix to Bid Submission Form

**Bid Securing Declaration**

By subscribing to the undertaking in respect of paragraph (m) 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\*:

1. 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
2. have refused to accept a correction of an error appearing on the face of the Bid; or
3. having been notified of the acceptance of our Bid by the *(insert name of public body)* during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

**Qualification Information**

|  |  |
| --- | --- |
| **1. Individual Bidders or Individual Members of Joint Ventures** | 1.1 Constitution or legal status of Bidder: *[attach copy]*  Place of registration: *[insert]*  Principal place of business: *[insert]*  Power of attorney or other acceptable document of signatory of Bid: *[attach]*  1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*  1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date. |

|  |  |  |  |
| --- | --- | --- | --- |
| Project name and country | Name of employer and contact person | Type of Services provided and year of completion | Value of contract |
| (a)  (b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c). |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1. | | | |
| Position | | Name | Years of experience (general) | Years of experience in proposed position |
| (a)  (b) | |  |  |  |

|  |  |
| --- | --- |
|  | 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1. |

|  |  |  |  |
| --- | --- | --- | --- |
| 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, etc. List below and attach copies.  1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.  1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.  1.10 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) |  | |  |  |

|  |  |
| --- | --- |
|  | 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.  1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents. |
| **2. Joint Ventures** | 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.  2.2 The information in 1.12 above shall be provided for the joint venture.  2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorising signature of the Bid on behalf of the joint venture.  2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that  (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;  (b) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and  (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge. |
| **3. Additional Requirements** | 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable. |

**Part II – Activity Schedule**

# Section IV. Activity Schedule

Procurement Reference Number: **MGE/QN/01/2024-2025/ONB**

*[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 Residential Care Institution at Cap Malheureux (Shelter) | 1 | Lot |  |  |
|  |  | | **Other additional costs** | |  |
|  |  | | **Subtotal** | |  |
|  | *Enter 0% VAT rate if VAT exempt.* | | **VAT @ %** | |  |
|  |  | | **Total** | |  |

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

**Financial Proposal**:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **SN** | **Description** | **Monthly Cost**  **(MUR)** | | | **Yearly Cost**  **(MUR)** | | |
|  |  | **Year 1** | **Year 2** | **Year 3** | **Year 1** | **Year 2** | **Year 3** |
| 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) |  |  |  |  |  |  |
|  | **Total** |  |  |  |  |  |  |
|  | **VAT\*** |  |  |  |  |  |  |
|  | **Grand Total (to be carried forward in Bid Submission Form)\*\*** |  |  |  |  |  |  |

**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/QN/01/2024-2025/ONB**

*[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 Residential Care Institution at Cap Malheureux (Shelter) |  |  |

**\*** 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 V. Scope of Service and Performance Specifications

(**Describe Outputs and Performances, rather than Inputs, wherever possible**)

**Day to Day Management of L’Oiseau du Paradis Residential Care Institution at Cap Malheureux (Shelter)**

**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 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](https://mail.govmu.org/owa/redir.aspx?REF=8Iy0ZNiKXyODBj71BAm6o8udABGqe8a06KQV2BL1AQstkx-BHxrbCAFodHRwOi8vZ2VuZGVyLmdvdm11Lm9yZy9FbmdsaXNoL1BhZ2VzL2RlZmF1bHQuYXNweA..)

**2. Project Objective**

To arrange for the Day to Day Management of L’Oiseau du Paradis Residential Care Institution at Cap Malheureux (Shelter).

**2.1        Rationale**

To date, there are 41 Residential Care Institutions out of which 5 are Government Owned or Rented buildings managed by Non-Government Organisations (NGOs) and 36 Residential Units run by 17 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 L’Oiseau du Paradis Residential Care Institution (Shelter) is for 30 male children aged 0 to 17 years.

**3. Scope of Services**

**3.1**The Service Providers shall be responsible for the Day to Day Management of the L’Oiseau du Paradis Residential Care Institution at Cap Malheureux (Shelter) for a period of 3 years. The contract is renewable each year upon satisfactory provision of services to the Employer.

**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. The board should include: (i) a representative of the Ministry of Gender Equality and Family Welfare; and (ii) an independent member appointed by the selected bidder, and who shall not be an employee of the shelter.

(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) Administrative records**

1. The Manager shall ensure that the administrative books mentioned below are readily available in the shelter and that all records are updated in a timely manner.
2. The manager of a residential care institution for children shall make available to an Authorised Officer, for inspection, all detailed records of all children in that institution, such as:

* an admission register;
* a staff register;
* a movement book;
* an occurrence book;
* a cash book;
* a visitor’s book;
* an inventory of all items of equipment and furniture;
* an individual case file for each child which shall include an individual care plan as well as details regarding the nature of the problem, health, nutritional habits, family background and overall development of the child;
* a daily timetable of activities for each age group of children;
* a weekly menu;
* an indicative monthly plan of outdoor activities/trips;
* a donation book;
* a report book and
* any other documents or book of record that the Supervising Officer may request. A manager shall not restrict access of administrative books to an Authorised Officer

1. The register shall state the date of all admissions as well as discharges and the destination to which the child was discharged to.
2. All existing amenities shall be the property of the Employer and, repairs and maintenance of same shall be the responsibility of the Employer.

**(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)    The Service Provider shall keep a proper record of the names and updated address of its staff members and an appropriate log entry specifying the names of its staff members who access the shelter, when and for which duration of time.

(e)     The Service Provider shall keep a record of the certificate of character of all its staff members and shall not employ any person convicted of any criminal offense.

(f) The Shelter Manager shall be registered with the Ministry and shall comply with Regulations 8, 10, Part II of the Second Schedule of the Residential Care Institutions for Children Regulations 2022.

(g) The Service Provider shall be responsible for the installation, operation, and maintenance of CCTV cameras at strategic points within the shelter to ensure the safety and security of the residents and staff. The CCTV system shall be regularly maintained and inspected to ensure it is functioning correctly at all times. Any malfunction shall be reported immediately and repaired promptly.

(h) The Shelter Caregivers shall be registered with the Ministry and shall comply with Regulations 2(6), 5(f)(ii) and 9 of the Second Schedule of the Residential Care Institutions for Children Regulations 2022.

(i) Staff members shall be bound by a duty of confidentiality.

(j) Staff members shall act in accordance to Children’s Act, more particularly, to the principles of best interests enunciated at section 4 of the Children’s Act.

(k) Staff members have a mandatory duty to report any child in danger pursuant to section 34 of the Children’s Act.

(l) Rules for staff members:

* 1. To ensure privacy and protection of children, the use of mobile phones by staff shall be restricted. Staff shall make use of their mobile phone in the administrative block and during resting time in the mess room for staff.
  2. It is the responsibility of the administrative staff and the Manager to install IT equipment which should be accessible for educational and leisure purposes to children.
  3. The footage from the CCTV cameras shall be securely stored and accessible only to the Shelter Manager or other authorised staff as approved by the Supervising Officer of the Ministry.

(m)     An Indicative list of qualifications of proposed staffing is provided as follows –

|  |  |
| --- | --- |
| **Proposed Staffing** | **Qualification** |
| **1.**     **Shelter Manager** | A.     A Degree in Social Work or Psychology or        Administration or Management or an equivalent qualification acceptable to the Ministry  B.     At least three years (minimum) of experience in the field of Social Work  Candidates should also -  (i)     have good organising, communication and interpersonal skills  (ii)     be able to lead a team of employees  (iii)     be computer literate  Candidates should produce written evidence of experience claimed. |
| **2.**     **Administrative Staff** | Minimum HSC holder.  A diploma in administration/management |
| **3.**     **Care givers (nursery)** | (i)     Should be aged 25 years and above  (ii)     Should possess a pass in Cambridge School Certificate  (iii)      Certificate in Early Childhood from a recognised institution. |
| **4.**     **Caregiver (boys section)** | (i) Should be aged 25 years and above  (ii) Should possess a pass in Cambridge School Certificate.  (iii)        Certificate in child care from a recognised institution. |
| **5.**     **Cooks** | (i)     Certificate of Primary Education (CPE)  (ii)     Food handling certificate the Ministry of Health and Quality of Life  (iii) Show proof of experience in baking, pastry-making and cooking. |
| **6.**     **Security Guards** | (i)     Duly registered security officers or sub-contract to a firm duly licensed under the Police Act. CCTV cameras shall be installed in common areas, hallways, entrances, and exits etc, but not in private areas such as bedrooms or bathrooms to respect the privacy of the residents.  (ii)     Security guards not above 65 years for day/night.  (iii)     Certificate of character should be produced.  (iv)     Physically fit.  (v)     Medical certificate to be produced upon request. |
| **7.**     **General Worker/ Gardener** | Short proof of having read up to Certificate of Primary Education  Experience in gardening |
| **8.**     **Cleaners** | Short proof of having read up to Certificate of Primary Education |
| **9.**     **Driver/Messenger** | (i)     CPE (Certificate of Primary Education)  (ii)     Valid driving licence |
| **10.**     **Handyman** | (i)     Minimum Form III  (ii)     Certificate of NTC II in Maintenance and Repairs. |
| **11.**     **Psychologist** | (i)     Master in Clinical Psychology or Psychology with Specialization in Clinical Psychology  (ii)     Experience in the field would be an advantage |
| **12.**     **Social Worker** | (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 authorised 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 authorised person shall monitor the following which is in accordance with RCI Regulations 2022.

* 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 authorised person shall meet with the children and enquire about their welfare and happiness.

(e)      The authorised person shall see that all children have an allocated social worker and a care plan

(f)      The authorised person shall read records of sanctions, physical restraint, complaints and unauthorised absences, shall discuss any issues arising from these with the Shelter Manager.

(g)      All significant incidents shall be notified to the authorised person immediately and subsequently in writing.

(h)      The authorised 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 a balanced diet including cereals, rice, flour, grains, fresh vegetables, fresh fruits, meat, seafood, desserts, dairy products at all times 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 at least three meals a day (breakfast, lunch and dinner), 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. The Shelter Manager shall ensure that the rights of the children, including participation rights are entertained through both formal and non-formal education.

(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.

(g)24-Hour Transport Provision

* A designated vehicle shall be available 24 hours a day for use in emergencies, medical appointments, school commutes, and other urgent needs of the residents.
* Transport shall also be provided for scheduled outdoor activities, educational trips, and other planned excursions as part of the residents’ development and well-being.
* The Service Provider shall bear the cost of transporting the residents to and from the different schools, ensuring that all schools commutes are timely and safe.
* The vehicle must be properly maintained, insured, and driven by a licensed driver with appropriate training in child safety and emergency response.

**(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 and washed 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**

1. 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.
2. Children shall receive medical, dental, ophthalmic or other specialised services when required.
3. All children shall have access to a medical practitioner.  All children shall have an individual medical card.
4. 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.
5. Care records shall contain a clear record of all medication administered, both prescribed and across the counter.
6. 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.
7. Medical services for children may be provided by the Public Hospital. In the event assistance is sought from private medical practitioner or private clinics, the costs shall be borne by the bidder.
8. The Manager shall:

* deal with emergency situations expeditiously, taking into consideration the child’s immediate health, safety and well-being;
* arrange for a medical checkup of the children at least once every month and ensure that they are in good health;
* arrange for counseling of the children; and
* arrange for daily visits by caregivers, to the child in case of admission in Hospital/clinics to provide the child with his/her necessities.
* facilitate placement of sibling together wherever possible.  If they cannot be accommodated together, arrangements are to be made for siblings to have high levels of contact.
* provide portable and rechargeable LED lamps to be used in case of powercuts.

i) Debugging and Fogging Services

* Debugging and fogging shall be conducted at regular intervals, not less than once every three months, to prevent infestations of insects and other pests- The Service Provider shall employ certified pest control professionals to carry out these services, ensuring the use of safe and effective methods that comply with health and safety regulations.
* Records of all debugging and fogging activities shall be maintained and made available for inspection by the Ministry’s authorised officers. Immediate additional treatments shall be provided as necessary in response to any identified pest issues.

**(xvi) Access to shelter premises**

**The Manager shall ensure that:**

1. No person except the staff working in shelter shall have access to the children, unless the prior approval of the Ministry has been sought.
2. The visitors book shall be kept updated with relevant information, such as date, time of entry and exit, contact details and purpose of the visit with the signature of the visitor.

**(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**

1. The Service Provider should make arrangement to organise/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.
2. The Shelter Manager shall seek prior approval from the Ministry for all out of premise activities.
3. The Shelter Manager shall organise activities with the Mauritius Sports Council, allowing children to participate in the National Youth Award, The Duke of Edinburgh’s Award, swimming activities, scout activities and training such as first aid etc.

**(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 of fresh food 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.

(i)     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.

(j)     A complaints procedure clearly outlining the following shall be established by the Service Provider to record complaints of residents.

(j)     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.

(k)     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.

The Service Provider shall not interfere with any items related to the existing Fire Certificate.

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, by not less than thirty (30) day’s written 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. Integrity Clause**

The Service Provider shall take 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.

**8. Confidentiality**

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

**9. 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.

**10. 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.

**11. 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.

**Part III – Conditions of Contract and Contract Forms**

**Section VI. 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)** for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below.

# Section VII. Special Conditions of Contract

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(d)** | The contract name is:Day to Day Management of L’Oiseau du Paradis Residential Care Institution at Cap Malheureux (Shelter) |
| **1.1(g)** | The Employer is Ministry of Gender Equality and Family Welfare*.* |
| **1.1(l)** | The Member in Charge is *[name of Member Leader of the Joint Venture]*.] |
| **1.1(o)** | The Service Provider is *[ insert name]* |
| **1.4** | The addresses are:  Employer: Ministry of Gender Equality and Family Welfare  Attention: Permanent Secretary  Facsimile: 2136328  Service Provider:  Attention:  Facsimile: |
| **1.6** | The Authorised Representatives are:  For the Employer: Permanent Secretary  For the Service Provider: |
| **2.1** | The date on which this Contract shall come into effect is as soon as the procurement proceedings is completed.  ***[ Note****: The date may be specified by reference to conditions of effectiveness of the Contract, such as date of signing of contract, receipt by Service Provider of advance payment and by Employer of Bank/Insurance company guarantee (see Sub-Clause 6.4), or as otherwise mentioned in the Letter of Acceptance etc.]* |
| **2.2.2** | The Intended Starting Date for the commencement of Services is within two weeks or earlier as from the date the Letter of Award is issued. |

|  |  |
| --- | --- |
|  |  |
| **2.3** | The Intended Completion Date is *3 years from the intended commencement date of the contract.* |
| **3.2.3** | Activities prohibited after termination of this Contract are: \_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.7(d)** | ***[ Note****: Delete where not applicable].*  The other actions are .] |
| **3.10.1** | The liquidated damages rate is 0.1% per day.  The maximum amount of liquidated damages for the whole contract is 5% of the Contract price. |
| **5.1** | The assistance and exemptions provided to the Service Provider are: not applicable ***[ Note****: List here any assistance or exemptions that the Employer may provide under Sub-Clause 5.1. If there is no such assistance or exemptions, state “not applicable].”* |
| **6.2(a)** | The amount in local currency is *[insert amount and currency]*. |
| **6.2(b)** | The amount in foreign currency or currencies is: Not Applicable |
| **6.4** | Payment will be effected on a monthly basis, within 21 working days as from the receipt of the invoice after supply of the service to the satisfaction of the Ministry of Gender Equality and Family Welfare and certified correct by the monitoring officer of this Ministry. |
| **6.5** | The interest rate is *not applicable*. |
| **6.6.1** | Price adjustment is *to be applied exclusively for increases in wages resulting from change in legislation according to Workers’ Rights Act 2019.* |
| **8.2.4** | The arbitration procedures of the following institutions will be used:  *(a) Arbitration in Mauritius:*  *Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.* |
|  | Prior to award, a Tax Clearance Certificate from the MRA within a period of one week will be required from the successful bidder for contract values of Rs 5 million and above.  In case the successful bidder does not submit the Tax Clearance Certificate, the public body may consider the next lowest substantially responsive bidder.  Please refer to Directive No 33 issued by Procurement Policy Office. |

# Section VIII. Contract Forms

**Table of Forms**

[**Bank/Insurance company Guarantee for Advance Payment 68**](#_heading=h.upglbi)

[**Performance Security 69**](#_heading=h.1opuj5n)

[**Letter of Acceptance 70**](#_heading=h.48pi1tg)

[**Form of Contract 71**](#_heading=h.2nusc19)

**Bank/Insurance company Guarantee for Advance Payment**

**(Not Applicable)**

To: *\_\_\_\_\_\_*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, *\_\_\_\_\_\_\_\_\_\_* (hereinafter called “the Service Provider”) shall deposit with *\_\_\_\_\_\_\_\_\_* a Bank/Insurance company Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_*

We, the *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal:

Name of Bank/Insurance company:

Address:

Date:

**Performance Security**

*...........................................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 services* ....................(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.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

**………....................................................*Seal of Bank/Insurance company and***

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

**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 our Agency.

|  |
| --- |
| **Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer. |

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

**or**

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

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

Please return the attached Contract dully signed

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

**Form of Contract**

**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 Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

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

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) the Letter of Acceptance;

(b) the Service Provider’s Bid

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Scope of Service and Performance Specifications;

(f) the Priced Activity Schedule; and

(g) 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

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

*[Authorised Representative]*

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

*[Authorised 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]*

*[Authorised Representative]*

*[name of member]*

*[Authorised Representative]*

1. For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
4. For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-4)
5. ***Use one of the two options as appropriate.*** [↑](#footnote-ref-5)