



REPUBLIC OF MAURITIUS

NATIONAL TRANSPORT AUTHORITY

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STANDARD BIDDING DOCUMENTS

for

**SUPPLY, INSTALLATION, CONFIGURATION,
COMMISSIONING AND MAINTENANCE OF
PASSENGER INFORMATION SYSTEM FOR BUSES
AT SMART BUS SHELTER**

**PROCUREMENT REFERENCE NO:
NTA/14/40/0NB 10/2018-19**

ISSUED ON: FRIDAY 26 OCTOBER 2018

CLOSING DATE: WEDNESDAY 28 NOVEMBER 2018

Notice to Bidders

Government e-Procurement System

In line with Government's plan towards a fully-fledged digital society requiring increased use of ICT in public administration, public bodies would, by the end of July 2019, carry out public procurement electronically on the Government e-Procurement System (e-PS).

Consequently the paper based procurement process would gradually be phased out. The e-PS is live and a growing number of public bodies are already carrying out their procurement proceedings online.

In this respect, Bidders are advised to register at the earliest on the e-PS at the following address:

<https://eproc.publicprocurement.govmu.org>

A video for Bidders on "How to Register" can be viewed on Youtube at:

<https://www.youtube.com/watch?v=MvH-PqQRS3k>

All registered Bidders will automatically be alerted by email of all online Invitation for Bids issued by any public body. For any further information, contact the Help Desk of Procurement Policy Office by the following email or phone number:

Email: eprocdesk@govmu.org

Tel: +230 201 1530

Foreword

The Standard Bidding Documents for Procurement of Goods have been prepared pursuant to section 7(c) of the Public Procurement Act 2006. It follows the World Bank's Standard Bidding Documents. They are to be used for the procurement of goods through Open Advertised Bidding (OAB) and Restricted Bidding methods.

The Bidding Documents assume that no prequalification has taken place before bidding.

Those wishing to submit comments or suggestions on the Bidding Documents or to obtain additional information on procurement in Mauritius are encouraged to contact:

**The Director
Procurement Policy Office
Ministry of Finance and Economic Development
Level 8, Emmanuel Anquetil Building, Port Louis, Mauritius
Tel: No. (230)201-3760 & Fax: No. (230)201-3758
Email: mof-pposecretariat@govmu.org**

SBD for Procurement of Goods

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

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

Section IV. Bidding Forms

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

PART 2 – SUPPLY REQUIREMENTS

Section V. Schedule of Requirements

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

PART 3 – CONTRACT

Section VI. General Conditions of Contract (GCC)

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

Section VII. Special Conditions of Contract (SCC)

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

Section VIII: Contract Forms

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

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

Attachment: Invitation for Bids

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open Advertised Bidding (open for local and overseas suppliers) are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 Unless otherwise stated in the **BDS**, this procurement shall be financed by the Public Body’s own budgetary allocation.
3. **Public Entities Related to Bidding Documents and to Challenge and Appeal**
 - 3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Purchaser), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act.)
 - 3.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
 - 3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;
4. **Fraud and Corruption**
 - 4.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and

contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the Government of the Republic of Mauritius:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³
 - (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Purchaser’s staff and employees of other organizations taking or reviewing procurement decisions.

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under sub-clause 4.2 below.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
 - (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time:
 - (i) to be awarded a public contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : ppo.govmu.org
- 4.5 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Purchaser.

not legally entitled to. If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

5. Eligible Bidders

- 5.1
- (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
 - (b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
 - (i) all parties to the JV shall be jointly and severally liable; and
 - (ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 5.2 A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another

Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- 5.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b) Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*

- 5.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country.
- 5.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous;
 - (ii) operate under commercial law, and
 - (iii) are not a dependent agency of the Purchaser.

- 5.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 6. Eligible Goods and Related Services**
- 6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.
- 6.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, industrial plants and “related services” which include services such as insurance, installation, training, and initial maintenance.
- 6.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

- 7. Sections of Bidding Documents**
- 7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 8. Clarification of Bidding Documents** 8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the number of days, **specified in the BDS**, prior to the deadline set for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.
- 9. Amendment of Bidding Documents** 9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

C. Preparation of Bids

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid** 11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature

that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

**12. Documents
Comprising
the Bid**

12.1 The Bid shall comprise the following:

- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
- (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS.**
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted, and
- (h) any other document **required in the BDS.**

**13. Bid
Submission
Form and
Price
Schedules**

13.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alteration to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**14. Alternative
Bids**

14.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

- 15. Bid Prices and Discounts**
- 15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules, shall conform to the requirements specified below.
- 15.2 All lots and items must be listed and priced separately in the Price Schedules.
- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.
- 15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- (a) For Goods offered from within Mauritius:
- (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
 - (ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (b) For Goods offered from outside Mauritius:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in the Mauritius, as specified in the **BDS**;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**;
 - (iii) the total price for the item.

- (c) For Related Services whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services,

inclusive of custom duties and VAT, payable on the Related Services, if the Contract is awarded to the Bidder.

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account in respect of changes in production cost, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.

16. Currencies of Bid

16.1 The Bidder shall quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in Mauritian Rupees, unless otherwise specified in the **BDS**.

16.2 The Bidder may express the bid price in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Mauritian Rupees.

16.3 Local Bidders shall quote only in Mauritian Rupees **as specified in the BDS**.

17. Documents Establishing the

17.1 To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms.

Eligibility of the Bidder

- 18. Documents Establishing the Eligibility of the Goods and Related Services**
- 18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 19. Documents Establishing the Conformity of the Goods and Related Services**
- 19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 20. Documents Establishing the Qualifications of the Bidder**
- 20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:
- (a) if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in

Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius;

- (b) if **required in the BDS**, in case of a Bidder not doing business within Mauritius, the Bidder is or will be (if awarded the contract) represented by an Agent in Mauritius equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

21. Period of Validity of Bids

- 21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.
- 21.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

22. Bid Security

- 22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:

- (a) be in the form of a bank guarantee from a reputable overseas bank, or
 - (b) be issued by a commercial bank operating in Mauritius.
 - (c) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;
- 22.4 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 22.1, shall be rejected by the Purchaser as nonresponsive.
- 22.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 45.
- 22.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; or
 - (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
 - (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;
- 22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

- 22.8 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 21.2;
 - (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
 - (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44.

the bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time.

23. Format and Signing of Bid

- 23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

24. Submission, Sealing and Marking of Bids

- 24.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

24.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**, and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.
- 24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 25. Deadline for Submission of Bids**
- 25.1 Bids must be received by the Purchaser at the address and not later than the date and time **specified in the BDS**.
- 25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 26. Late Bids**
- 26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 27. Withdrawal, Substitution, and Modification of Bids**
- 27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

- 27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.
- 27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 28. Bid Opening**
- 28.1 The Purchaser shall conduct the bid opening in the presence of the Bidders' representatives who choose to attend at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 24.1 shall be as **specified in the BDS**.
- 28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.
- 28.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid

Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and the effect of the record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted on line when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 29. Confidentiality**
- 29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 30. Clarification of Bids**
- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.
- 31. Responsiveness of Bids**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

- (b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
 - 31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 32. Nonconformities, Errors, and Omissions**
 - 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
 - 32.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial nonconformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 - 32.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33. Preliminary Examination of Bids**
 - 33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

- 33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 13.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.
- 34. Examination of Terms and Conditions; Technical Evaluation**
- 34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
- 35. Conversion to Single Currency**
- 35.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by **Central Bank of Mauritius** and on the date **specified in the BDS**.
- 36. Margin of Preference**
- 36.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 37. Evaluation of Bids**
- 37.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 37.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 37. No other criteria or methodology shall be permitted.
- 37.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation to be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 15;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.

37.4 (a) The Purchaser's evaluation of a bid will take into account:

- (i) in the case of Goods offered from within Mauritius, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;
- (ii) in the case of Goods offered from outside Mauritius, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and
- (iii) transport and other costs for the goods to reach its final destination.

(b) The Purchaser's evaluation of a bid will **not** take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

37.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 37.3 (d).

37.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

38. Comparison of Bids

38.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.

- 39. Post-qualification of the Bidder**
- 39.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.
- 40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 40.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 41. Award Criteria**
- 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of Award**
- 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

- 43. Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Within seven days from the issue of Letter of Acceptance, the Purchaser shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
 - (ii) an executive summary of the Bid Evaluation Report
- 43.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.
- 44. Signing of Contract**
- 44.1 Promptly after issue of letter of acceptance, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 44.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 45. Performance Security**
- 45.1 Within twenty-eight (28) days of the receipt of letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section

VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.4.

45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

46. Debriefing

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

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: NATIONAL TRANSPORT AUTHORITY
ITB 1.1	<p>The name and identification number of the Procurement are: SUPPLY, INSTALLATION, CONFIGURATION, COMMISSIONING AND MAINTENANCE OF PASSENGER INFORMATION SYSTEM FOR BUSES AT SMART BUS SHELTER NTA/14/40/ONB10/2018-19</p> <p>The number, identification and names of the lots comprising this Procurement are:</p> <p>The Invitation for Bids has been issued through an Open National bidding procedure.</p>
ITB 1.1	The name of the Project is: SUPPLY, INSTALLATION, CONFIGURATION, COMMISSIONING AND MAINTENANCE OF PASSENGER INFORMATION SYSTEM FOR BUSES AT SMART BUS SHELTER
ITB 2.1	The Funding Agency is: Government of Mauritius
ITB 3.3	<p>(a) The address to file challenge in respect of this procurement is: The Road Transport Commissioner, National Transport Authority, MSI Building, Les Cassis, Port-Louis, Republic of Mauritius Tel No: 202 2846 Fax No:211 0607</p> <p>(b) The address to file application for review is: The Chairman Independent Review Panel, 9th Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : 2013921</p>

	<p>A list of firms debarred from participating in Public Procurement in Mauritius is available at ppo.govmu.org</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr.</p>
	B. Contents of Bidding Documents
ITB 8.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: The Road Transport Commissioner, Country: National Transport Authority, MSI Building, Royal Road, Les Cassis, Port-Louis, Republic of Mauritius Telephone: +230 202 2846 Facsimile number: +230 211 0607 Electronic mail address:</p>
ITB 8.1	Request for Clarification should reach the Purchaser not later than 14 days , prior to the closing date for submission of bids.
	C. Preparation of Bids
ITB 12.1 (c)	No written evidence is required.
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents in its bid: Full documentation/manual (hard copy) and origin copies of each and every quoted system component License for each copy of software (if applicable) And any other documents as mentioned in Technical Requirements</p>
ITB 14.1	Alternative bids shall be considered but should be provided with base proposals as provided in the bid document.
ITB 15.5	The Incoterms edition is: Incoterms 2010.
ITB 15.6 (b) (i) , (ii)	For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms:
ITB 15.7	The prices quoted by the Bidder shall be fixed.
ITB 15.8	NOT APPLICABLE

ITB 16.1	The Bidder is required to quote in Mauritian Rupees.
ITB 16.3	Local bidders shall quote only in Mauritian Rupees on the basis of fixed prices .
ITB 19.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts) five years maintenance period to be covered .
ITB 20.1 (a)	Manufacturer's authorization is not required.
ITB 20.1 (b)	After sales service is required.
ITB 21.1	The bid validity period shall be 90 days .
ITB 22.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 22.3	NOT APPLICABLE
ITB 22.8	If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Mauritius for a period of time (not exceeding 5 years) to be determined by the Procurement Policy Office.
ITB 23.1	In addition to the original of the bid, the number of copies is : NIL
	D. Submission and Opening of Bids
ITB 24.1	Bidders shall not have the option of submitting their bids electronically.
ITB 24.1 (b)	Not Applicable
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Supply, Installation, Configuration, Commissioning and Maintenance of Passenger Information System for Buses at Smart Bus Shelter NTA/14/40/ONB10/2018-19
ITB 25.1	For bid submission purposes, the Purchaser's address is: Attention: The Road Transport Commissioner Address: MSI Building Royal Road Les Cassis, Port Louis Floor-Room number: First Floor, Room No. 136 City: Les Cassis, Port Louis Country: Republic of Mauritius

	The deadline for the submission of bids is: Date: Wednesday 28 November, 2018 Time: 13.30 at latest
ITB 28.1	The bid opening shall take place at: The Committee Room Street Address: MSI Building Royal Road Les Cassis, Port Louis Floor/ Room number: First Floor City: Port Louis Country: Republic of Mauritius Date: Wednesday 28 November, 2018 Time: 13.45 hours at latest
ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: Not Applicable
	E. Evaluation and Comparison of Bids
ITB 35.1	Bid prices expressed in different currencies shall be converted in Mauritian Rupees The source of exchange rate shall be Bank of Mauritius The date for the exchange rate shall be the closing date of bids
ITB 36.1	A margin of preference shall be applicable to local Small and Medium Enterprises as indicated in Section III. (Not Applicable)
ITB 37.3(a)	Evaluation will be done on a lot wise basis. The NTA reserves the right to determine the best evaluation criteria adapted to the present project.
ITB 37.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) deviation in Delivery schedule: No (b) deviation in payment schedule: No (c) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid: Yes (As Per Technical Requirements) (d) the projected operating and maintenance costs during the life of the equipment: Yes (e) the performance and productivity of the equipment offered; Yes (As per Technical Specifications)
ITB 37.6	Bidders shall not be allowed to quote separate prices for one or more lots.
	F. Award of Contract
ITB 42.1	The maximum percentage by which quantities may be increased or decreased is: Not Applicable

Section III. Evaluation and Qualification Criteria- As per Annex Technical Requirements

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples referred to in this section or other acceptable wording, and delete the text in italics]

Contents

1. Evaluation Criteria (ITB 37.3 (d))
2. Multiple Contracts (ITB 37.6)
3. Post qualification Requirements (ITB 39.2)
4. Domestic Preference (ITB 36.1)

1. Evaluation Criteria (ITB 37.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in ITB Sub-Clause 37.3(d) and in BDS referring to ITB 37.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive pr. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 37.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

- (b) Deviation in payment schedule. *[insert one of the following]*

- (i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

or

- (ii) *The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 37.3 (d).*

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

- (i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 19.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

or

(ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 19.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*

- (d) Availability in Mauritius of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 37.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 37.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 37.3(d).

- (f) Performance and productivity of the equipment. *[insert one of the following]*

(i) An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price for evaluation purposes if specified in the BDS Sub-Clause 37.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 37.3(d).

or

(ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price for evaluation purposes only, if so specified in BDS Sub-Clause 37.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 37.3(d).

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 37.3(d)]

2. Multiple Contracts (ITB 37.6) –Not Applicable

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 39.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

3. Post-qualification Requirements (ITB 39.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 39.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 39, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*

(b) Qualification requirements; (*to be considered by Purchaser*)

- (i) The bidder/manufacturer must have at least years of experience in manufacturing a similar type of good for which the Invitation of Bids is issued.
- (ii) Where the bidder is a trader proposing goods duly authorised by the manufacturer and for which there is no requirement for local after sale service, the bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods.

(c) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

(d) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

4. Margin of Preference (ITB 36.1) (Not Applicable)

4.1 If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in Mauritius for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

4.2 The following procedure shall be used to apply the margin(s) of preference:

(a) responsive bids shall be classified into the following groups:

- Group A: bids offered by:

- (i) Local Small and Medium Enterprises; **or**

- (ii) Joint Ventures meeting the eligibility criteria for domestic preference at international bidding; **or**

- (iii) eligible domestic Small and Medium Enterprises for national bidding, and

- Group B: all other bids

(b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.

4.3 A Margin of Preference shall be applicable as follows:

1. For International Bidding:

Bidders meeting the following criteria shall be eligible for a 15 % Domestic Preference for goods manufactured locally other than shoes, uniforms, school books, printing materials and furniture:

(a) be a Small and Medium Enterprise having an annual turnover not exceeding Rs 50m, incorporated in the Republic of Mauritius; or

(b) in case of a Joint Venture between Small and Medium Enterprises; or between Small and Medium Enterprises and foreign manufacturers, the entity should be incorporated in the Republic of Mauritius and the domestic manufacturers be individually eligible for the preference as per (a) above; and

(c) where the local manufacturing input in terms of material, labour and overhead accounts for at least 30 per cent of the cost of production of the goods.

2. For National Bidding:

Small and Medium Enterprises shall be eligible for a margin of preference of 10 % for goods manufactured locally other than shoes, uniforms, school books, printing materials and furniture, provided they satisfy the criteria mentioned in 1 above as applicable to domestic manufacturers.

3. For Shoes, Uniforms, School books, Printing materials and Furniture manufactured locally

Small and Medium Enterprises shall be eligible for a margin of preference of 20% for both national and international bidding provided they satisfy the criteria mentioned in paragraph 1 above as applicable to domestic manufacturers.

- 4.** Bidders applying for Margin of Preference as Small and Medium manufacturing enterprises should submit, as part of their bidding documents, details of:
- (a) their registration as enterprises within Mauritius;
 - (b) their Joint Venture Agreement, where applicable; and
 - (c) a declaration stating that the local input accounts for at least 30 % of the cost of production. (Bidders shall submit a cost structure of the goods in the format provided at section IV certified by an Accountant, at Bid Evaluation stage if requested.)

Section IV. Bidding Forms

Table of Forms

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Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement No.: *[insert reference number of bidding process]*

Page _____ of _____ pages

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

Joint Venture Partner Information Form

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

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

Procurement No.: *[insert reference number of bidding process]*

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

Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*
 Procurement Ref. No.: *[insert reference number of bidding process]*
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addendum];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3;
- (j) We hereby *apply/do not apply* for Margin of Preference for Small and Medium Enterprise as provided for in the bidding document;⁶
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) 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.
- (m) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

⁶ *Strick out as appropriate*

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization 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.

- (n) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ [*insert signature of person whose name and capacity are shown*]
In the capacity of _____ [*insert legal capacity of person signing the Bid Submission Form*]

Name: _____ [*insert complete name of person signing the Bid Submission Form*]

Duly authorized to sign the bid for and on behalf of: _____ [*insert complete name of Bidder*]

Dated on _____ day of _____, _____ [*insert date of signing*]

Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (1) of the Bid Submission Form:

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we*:

- (a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the (*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.

Price Schedule Forms

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

Items	Quantity	Unit Price (Rs) (Including VAT)	Total Cost (Rs) (Including VAT)	Total Maintenance or Renewal Charges including VAT (labour, parts & transport) for first 5 years (inclusive of warranty), which should cover at least the same requirements as per conditions in Maintenance Contract available at the CIB Download Centre http://cib.govmu.org				
				Year 1	Year 2	Year 3	Year 4	Year 5
SMART BUS SYSTEM								
GPS tracking system 1. Supply, Installation and Configuration and commissioning etc.	LOT			Warranty				
Smart Bus Information System including 1. Web based Software for Smart Bus Information System (SBIS) 2. Installation and Configuration and commissioning etc. 3. Connectivity with Existing Smart Shelter	LOT			Warranty				
Communication Infrastructure and associated components for integration of the GPS and SBIS application	LOT			Warranty				

Items	Quantity	Unit Price (Rs) (Including VAT)	Total Cost (Rs) (Including VAT)	Total Maintenance or Renewal Charges including VAT (labour, parts & transport) for first 5 years (inclusive of warranty), which should cover at least the same requirements as per conditions in Maintenance Contract available at the CIB Download Centre http://cib.govmu.org				
				Year 1	Year 2	Year 3	Year 4	Year 5
Installation and Configuration of Communication Infrastructure, protocols and associated components (If Applicable)	LOT			Warranty				
MOBILE APPLICATION								
Mobile Application (hosted on both Play store and App Store)	Lot							
INSTALLATION AND CONFIGURATION OF OPERATING SYSTEM, ANTI-MALWARE AND ANTIVIRUS								
Support and Maintenance of Operating System (applicable only for Open source Operating System)	LOT			<i>Free Support and Maintenance</i>				
Configuration, tuning and hardening of Operating System	LOT							
Anti-malware including Antivirus Software Licenses	LOT			<i>Free Maintenance and Upgrade</i>				
Installation and Configuration of Anti-malware and Antivirus Software on VMs	LOT							

Items	Quantity	Unit Price (Rs) (Including VAT)	Total Cost (Rs) (Including VAT)	Total Maintenance or Renewal Charges including VAT (labour, parts & transport) for first 5 years (inclusive of warranty), which should cover at least the same requirements as per conditions in Maintenance Contract available at the CIB Download Centre http://cib.govmu.org				
				Year 1	Year 2	Year 3	Year 4	Year 5
OTHERS – Please Specify line items and include cost of individual items				<i>Warranty</i>				
RDBMS								
RDBMS and associated tools and support (Open Source)	LOT			<i>Warranty</i>				
Installation and Configuration of RDBMS and associated tools	LOT							
RDBMS Media Kit (if Applicable)	LOT							
SERVICES								
Training and Capacity Building	LOT							
Documentation (Smart Bus System Technical Guideline, Web/Mobile App, etc.)	LOT							
DATA CAPTURE								
Data of all bus routes, bus stops and smart bus shelters as well as	LOT							

RATE FOR APPLICATION CUSTOMISATION, MODIFICATIONS, ENHANCEMENTS AND/OR DEVELOPMENT					
INCLUDING VAT AND ALL RELATED CHARGES (RS)					
<i>(To be used during periods of warranty and maintenance contract)</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Rate per <u>Person Month</u> (1 Person month = 22 Person days)					

Delivery Period: _____

*** Note**

1. For the Financial Evaluation, the overall cost of the proposal will be the sum of the cost of all software, hardware, services (except the prices quoted in the table of rates), optional items (wherever applicable), installation & commissioning, training and the maintenance charges for the first five years (inclusive of warranty) and any other cost involved.
2. The bidder must quote for five years' maintenance (inclusive of warranty) even though it is at the discretion of the purchaser to subscribe to the maintenance agreement.
3. The bidder should complete all empty cells in the Price Schedule Form, except shaded ones.
4. As regards to items marked as "OPTIONAL" (wherever applicable), the Ministry reserves the right to decide whether to procure these items or not at the time of award.
5. The bidder should mandatorily quote for all items including sub-items as well as optional items.
6. Prices quoted by the bidder should be inclusive of all charges. It is the responsibility of the bidder to include all applicable costs and charges in the Price Schedule Form. No extra costs and charges will be considered.

Signature: _____

Name: _____

Position: **1.** _____

Date: _____

Authorised for and on behalf of:-----

Company -----

Date:-----

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 – Supply Requirements

Section V. Schedule of Requirements

Contents

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1	Supply, Installation, Configuration, Commissioning and Maintenance of Passenger Information System for Buses at Smart Bus Shelter	One	Lot	National Transport Authority MSI Building Royal Road Les Cassis	-	Within Three Months	

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Training of Passenger Information System for Buses at Smart Bus Shelter to officers of the NTA	Five	Batches of 20 Officers	Venue to be included in tender proposal at such times which shall be mutually agreed upon.	
2	Supply, Installation, Configuration, Commissioning and Maintenance (as may be required to be detailed by bidder				

1. If applicable

3. Technical Specifications

1. Introduction

Government has set the aim to achieve Vision 2030 and central to this vision is the goal of transforming Mauritius into a Smart Country through the use of technology transforming our public services.

Mauritius relies heavily on Bus transport for citizen commuting over the island, as it is the prime public transport system of the country. The Smart Bus System is designed to provide citizen with the reliable information about Bus Routes and Schedules by adopting state-of-art infrastructures and technologies. Citizens with the help of the Smart Bus System will be able to get information about buses arrival time, waiting time of buses for specific bus shelters for identified bus routes.

The project consists of the following parts:

1. **GPS Tracking System** that will allow the accessing of GPS information from either bus operators existing GPS Tracking System or directly from GPS devices from buses.
2. **Smart Bus Information System (SBIS)** which may have been equally mentioned or **Passenger Information System (PIS)** in the document will be the core system that receive data for the GPS Tracking system and compute the information required at each bus stop for incoming buses for the mobile and web application. The processed data should then be displayed through digital boards on smart bus shelters.
3. **Mobile application** providing information bus arrival time at each bus stop.
4. **Data capture** for all bus routes, bus stops and smart bus shelters as well as all required data such as GPS coordinates, distances should be carried out.
5. **Connectivity with Existing Smart Shelters**

The server shall also include interconnectivity with Passenger Information System Devices at Smart Shelter. A list of the shelters is as provided at Page 114

Maintenance cost of the server shall be provided in a different sheet from the maintenance cost of the Passenger Information System Devices over annual period to

cover an overall maintenance period of five years. All costs shall be included of VAT and any other taxes which might be applicable.

Mandatory Requirement

Bidders need to ensure that necessary permissions/approvals of the contractor already controlling contracted smart shelters, under the approved protocol, have been obtained and shall submit evidence thereof when submitting a bid. Bidder shall act upon the annex of the Smart Bus Shelters as provided at Page 114

The bidder must quote for the procurement (Supply, installation, configuration commissioning and maintenance) of the GPS Tracking System, Smart Bus Information System (SBIS) and will need to supply, install, configure and commission the Mobile application and all artifacts such as code, executable and documentation for the mobile app should be owned by the Government of Mauritius.

The SBIS will be a **web-based application** providing citizen information on bus arrival for bus routes and associated bus stops. The web-based application will have a public interface for availing information on buses arrival for bus routes already implemented within the system as well as an administration module and an interface for National Transport Authority (NTA) for management of bus routes and bus shelters and an interface for bus operators for bus management.

Moreover, for all bus routes, associated bus stops information and smart bus shelters will need to be captured in the system.

Technical Section Structure

The technical specifications of the solution comprising the requisite software and equipment to support the operations are provided in the following sections as follows:

Section 2 - Proposed Systems and Infrastructure

Section 3 - System Requirements

Section 4 - General Requirements

Section 5 - Training

Section 6 - Miscellaneous

Section 7- IT Security Notes

Section 8 - Technical Tables

1.1 Scope of work

The scope of work is summarised in the table below:

General description of project:	Implementation of Smart Bus System
GPS Tracking System	<ol style="list-style-type: none"> 1. Supply, installation and configuration and commissioning of GPS Tracking System to receive buses movement data of GPS Tracking System <ol style="list-style-type: none"> a. Integration of data generated through GPS devices on buses with the proposed GPS tracking system. b. Integration of data from existing GPS Tracking System of Bus Companies as listed in the Integration of Bus Companies. <p>Bidder will be required to ensure that data from Bus operators as listed in the scope are integrated with the proposed GPS tracking system or SBIS.</p> <p>The bidder will be required to provide full documentation and carry out tests to show successful integration (Simulation) of the data from bus operators with the proposed SBIS.</p> <ol style="list-style-type: none"> 2. Scalability – Integration of Bus Companies without any GPS system <p>The bidder will be required to provide specifications for GPS devices compatible with the proposed GPS tracking system for Bus operators without GPS devices.</p>
Smart Bus Information System	<ol style="list-style-type: none"> 1. Supply, installation and configuration and commissioning of Smart Bus Information System (SBIS), to compute information about bus arrival. 2. The SBIS will be a Web-Based application for computing the bus arrival time for each bus stop/ bus shelters as specified within the scope and will have 4 main interfaces. <ol style="list-style-type: none"> a. An interface for the public to select bus routes and bus stops or smart bus shelters to avail for bus arrival time. b. An interface (Administrative module) for user and access management and well as system monitoring such as table space etc

	<p>c. An interface (National Transport Authority) for management of bus routes, bus stops and smart bus shelters. The module should also act as super user for the bus management; that allows allocation and deletion of buses for any bus operators, from specific bus routes. Once a new bus stop or smart bus shelter is added on a bus route, the system should be able to compute the information of bus arrival for concerned bus route for particular bus stop or smart bus shelter.</p> <p>d. An interface (Bus operator) for management of bus for specific bus operators on specific bus routes.</p>
Mobile application	<p>1. Supply, installation and configuration and commissioning of a mobile application providing bus arrival time at specific bus stop or smart bus shelter.</p>
Data Capture	<p>Data of all bus routes, bus stops and smart bus shelters should be captured. Other data required for computing the arrival time of buses such as GPS coordinates, distance between bus stops (including smart bus shelter) should also be entered in the system.</p> <p>Some of the information about bus routes and associated bus shelters and buses are available at the National Transport Authority. However, the bidder will be responsible for data gathering for data which may not be available such as GPS coordinate distance etc.</p>
Connectivity with Existing Smart Shelters	<p>The server shall also include interconnectivity with Passenger Information System Devices at Smart Shelter. A list of the shelters is as provided at Page 114</p> <p>Maintenance cost of the server shall be provided in a different sheet from the maintenance cost of the Passenger Information System Devices over annual period to cover an overall maintenance period of five years. All costs shall be included of VAT and any other taxes which might be applicable.</p>

	Bidders need to ensure that necessary permissions/approvals of the contractor already controlling contracted smart shelters, under the approved protocol, have been obtained and shall submit evidence thereof when submitting a bid. Bidder shall act upon the annex of the Smart Bus Shelters as provided .
Pilot basis project	The project consists of Supply, installation and configuration and commissioning of <ol style="list-style-type: none"> 1. GPS tracking system 2. Smart Bus Information System 3. Integration of the Bus operators as listed within the scope.
Subsequent provision of Passenger Information System	As a first stage for the provision for Passenger Information System, the corridor of Curepipe to Port Louis via Floreal, Vacoas, Quatre Bornes Rose Hill, Beau Bassin and the corridor of Curepipe to St Pierre via Phoenix, Ebene, Bagatelle, Helvettia shall be implemented. This shall include the complete and successful interconnectivity with the server at the NTA office A minimum of 50 smart shelters shall have to be annually accommodated with the Passenger Information System facilities and connected to the NTA server so as to complete provision to the annexed list of Smart Bus Shelter not later than over a period of five years. The annual maintenance costs and any implied other costs shall have to be accordingly provided. .
Alternative source of electrical energy	Any alternative source of energy to the Passenger Information System facilities, on site, shall have to be submitted with a risk checklist so that comparative advantages and disadvantages could be easily captured against any cost implications.
In scope – Bus Operators	Beside the NTC, some of the major Bus Companies that operate in Mauritius are <ol style="list-style-type: none"> 1. Rose-Hill Bus Transport 2. National Transport Corporation <p>Note: specifications for procuring GPS device must be provided by the bidder for integration of other bus operators.</p>

In scope – Smart Bus Shelters	The bus shelters concerned in this project are listed below:		
	From	To	No of Smart Bus Shelters
	Curepipe	Vacoas	5
	Vacoas	La Louise	3
	La Louise	Quatre Bornes	2
	Quatre Bornes	Rose Hill	2
	Rose Hill	Beau Bassin	1
	Beau Bassin	Port Louis	6
<p>Disclaimer: Only Rose-Hill Transport and National Transport Cooperation GPS equipped-buses on the bus route (“Curepipe to Port-Louis”) are in the current project scope.</p>			
<p>1. Kindly note that procurement of digital boards is not within the scope of this procurement exercise.</p>			

In view of the implementation of this project, the bidder must provide a complete solution to make the system operational. This quote should provide for the supply, installation, configuration and commissioning of the necessary equipment, application and data capture including the following items:

- **Application**

- GPS Tracking system
- Smart Bus Information System (SBIS)
- Mobile application

(The decision of procuring the system will rest with the client.)

- **Hardware**

- Technical specifications for GPS devices for other bus operators not already equipped with GPS devices.

(The decision of procuring the system will rest with the client.)

- **Data capture**

- Bus routes
- Bus stops and smart bus shelters
- GPS coordinates
- Distances between bus stops (including smart bus shelters)

- **User training**

- Any other item/hardware which will make the solution workable, except those already listed in the section 2 Existing Systems and Infrastructure

2.0 Proposed systems and infrastructure

The Government Online Centre (GOC)

The Smart Bus System would be hosted on the existing secured G-Cloud server and hardware infrastructure available at the Government Online Centre (GOC⁷), however alternate solutions such as public cloud can be proposed by the supplier as optional with the price schedule.

The complete system will have to cater for production and test environments and would be hosted on virtual machines (VM) based on Intel Operating Systems to be provided by GOC on the G-Cloud as per the table below:

<i>SERVER LOCATION</i>	<i>NUMBER OF VIRTUAL MACHINES</i>	<i>USAGE</i>
GOC Server Room	3	<u>Production Environment:</u> (Web Server, Application Server (if applicable) and DB Server)
	3	<u>Test Environment:</u> (Web Server, Application Server (if applicable) and DB Server)

The G-Cloud is already a cluster-enabled platform with inherent facility for virtual machines to operate in Active/Standby mode. The successful bidder will be responsible for management of the VMs as well as testing of the cluster-enabled setup with assistance of GOC.

The successful bidder will have to provide appropriate scripts to GOC so that the application/services/database are cleanly started during clustering switch-overs.

2.1 Production Environment

For the production environment, bidder should propose a multi-tier architecture (e.g. Web Server, Application Server (if applicable) and Database Server) to be implemented on virtual

⁷ The GOC is the Data Centre of the Government which hosts e-Government systems, the National Government Portal, email exchange as well as all government services provided online. The GOC hosts IT infrastructure such as servers and networking to ensure 24*7 online government services to citizens, businesses and government. Government agencies are connected to the GOC via the Government Intranet System (GINS) and GOC also services the Public via Internet.

machines provided by GOC on the G-Cloud. A maximum of three (3) VMs may be considered by the bidder for the Production environment.

Bidders should ensure that when an application or database fails on the virtual machine, the failed application should be cleanly restarted automatically on the same machine. Bidders should describe in detail, in their proposal, how fault-tolerance, high availability, scalability and simplified management would be achieved.

2.2 Test Environment

Virtual machines should also be used for test environment. A maximum of three (3) VMs may be considered for this environment.

2.3 Common Storage

The virtual machines will be connected to the existing common storage system (SAN storage) of the GOC. All VMs and associated application, Web server/DBMS will have to be hosted on the SAN storage.

2.4 Specifications of Virtual Machines

<i>VIRTUAL MACHINE</i>	<i>MAX. RAM</i>	<i>TOTAL NUMBER OF PROCESSOR CORES PER VM</i>	<i>HARD DISK</i>	<i>SUPPORTED OPERATING SYSTEM</i>
Each VM in Production environment	16 GB	4	Around 200 GB for web/application Space for OS, DB and system files to be determined at time of implementation	Intel-based Platform: - Windows Server, - Linux Operating Systems. - Other Intel Operating Systems can be made available under special request
Each VM in Test environment	8 GB	2	To be determined at time of implementation	Solaris and SPARC-based OS are not supported on G-Cloud

Pre-installed Operating System (as listed in the table above) will be made available by the GOC.

- Bidders should mention which Operating System will be required in their proposal and should be from the supported operating systems mentioned in the table “Specifications of Virtual Machines” of the Technical Specifications.

- Bidders should also quote support and maintenance of Open Source Operating System.
- Although no installation of OS on the VM is required, application of latest patches and fixes, OS tuning and hardening by the successful bidder will be required to make the system run efficiently and securely.
- Bidders should quote for the installation and configuration of all the services on the servers (e.g. Web Service/IIS) and any related activities to make system workable.
- The above OS licenses are being catered by GOC and bidders need not quote for these licenses.

However, bidders need to quote for the following licenses:

- Symantec Endpoint Protection Antivirus software (latest version) for the Virtual Machines in case of Microsoft Windows Server
 - Appropriate antivirus software for the Linux operating system in case the latter is proposed
 - Web service licenses/IIS, if required
 - Any other related licenses
-
- It is the responsibility of the bidder to quote for any additional licenses pertaining to their bids, which form part of a workable solution.
 - It is to be noted that Solaris and SPARC-based OS are not supported on g-cloud.
 - Bidders should quote for communications between the sites and GOC.
 - Bidders should also quote for support and maintenance of the operating system in case Linux Operating system is proposed.
 - The bidder should perform necessary configuration on compression and memory tuning in the web server.

- Any other item and/or alternative configurations necessary for the proper functioning and completeness of the smart bus system must be quoted for by bidders.

All servers will be hosted at the Government Online Centre (GOC) for better security, access control and to benefit from the existing infrastructure (Intrusion detection system, firewall, DMZ etc.) and services from GOC staff (e.g. monitoring of back up). The solution proposed should abide with the GOC security policy and any other systems security policies with which it will be interfacing.

2.5 Backup of Files

The GOC has an existing backup facility implemented using Symantec NetBackup solution and will be responsible for the daily backup with data retention period of 3 months. Backup will be done to disk and GOC will provide automatic notifications to the bidder on the status of backups.

Every 3 months, the bidder will have to:

- Conduct planned simulation of backup and restore process in collaboration with GOC. Onsite presence may be required during the simulation.
- Refresh the test environment with the most recent backup of production environment, perform appropriate checks on the system and produce a report regarding same to the client.

The successful bidder should ensure that backup and recovery of files for the complete system including but not limited to system files, database files, flat files (CSV, etc.) among others are implemented successfully.

The successful bidder will have to provide detailed information and appropriate knowledge transfer to the GOC on the backup requirements for the system.

Bidders should ensure that all proposed software is compatible with the existing backup solution for backup and recovery.

Bidders should quote, supply and install appropriate client licenses and agents to backup Virtual Machines and the Databases on all environments.

2.6 Configuration and Installation of Software

Bidders should propose all appropriate software including but not limited to Smart Bus System platform, web and mobile application, database, tools and utilities among others to ensure a working solution. All software should be compatible with the proposed System.

The successful bidder will have to configure the virtual machines, install (except OS and Symantec NetBackup Server) and configure all proposed software and database for successful deployment of the proposed smart bus solution on the GOC infrastructure.

Bidders should also quote for support and maintenance of all software and should ensure that the latest version of software is installed and is patched with the latest fixes (wherever applicable).

Bidders should note that the effective start date of the licenses for all software (wherever applicable) will be the date of start of warranty of the proposed System.

2.7 Remote Access

The successful bidder would be allowed to remotely access the virtual machines/servers for carrying out development, testing and maintenance on the proposed system. GOC would grant Remote VPN Access to the successful bidder only on request and once the exercise is completed, the access would be closed. The successful bidder should ensure that all requests are planned and communicated to the staff of GOC in advance.

2.8 General Note

- a)* Any other item necessary for the proper functioning of the proposed System must be quoted for by the bidders, inclusive of installation and commissioning and should be accompanied with detailed justifications supported with documentary evidence, wherever applicable.
- b)* Full documentation/manual (hard copy) and original copies of each and every quoted system component, are to be provided by the bidder. License for each copy of software (if applicable) must be provided.
- c)* It is the responsibility of the successful bidder to make the whole system operational and will have to work in collaboration with staff of the Ministry, GOC, Central Informatics Bureau (CIB), IT Security Unit (ITSU), Central Information Systems Division (CISD) and other relevant stakeholders for making the project a success.

3. System Requirements

The proposed solution, including all the applications should be web-based. The proposed solution should also be scalable, reliable, easy to use and secured.

3.1 GPS Tracking System

The main functions of the GPS Tracking system consist of:

- Reading GPS data received from the GPS device installed in buses.
- Reading GPS data received from the GPS tracking system of bus operators.

Also, the bidder should provide the full technical specifications for GPS devices to be procured for buses with respect to easier integration with the SBIS.

Note: Detailed requirements such as existing devices specifications and functionalities will have to be worked out by the successful bidder with the user, after award of the contract.

3.2 Smart Bus Information System (SBIS)

The proposed solution for Smart Bus Information System (SBIS) will include the following main functions (non-exhaustive):

- read data from proposed GPS Tracking System
- read data from external system of bus operators as specified in the section 1 “**scope of work**”.
- maintain a database of the bus routes, Bus stops, smart Bus Shelters with and without Digital Boards along each route and bus time schedules for each Bus route.
- calculate the Expected Arrival Time of the GPS equipped buses for bus stops and smart bus shelters.
- parameterisation of new bus routes and bus stops within the administration (NTA) section.
 - Addition/Modification/Creation of bus routes
 - Addition/Modification/Creation of bus stops associated with the bus routes
 - Addition/Modification/Creation of smart bus shelters associated with the bus Routes
- Administration of buses on bus routes through an administration interface designed for bus operators.

Note: Detailed requirements and functionalities will have to be worked out by the successful bidder with the user, after award of the contract.

3.3 Web Application

The proposed Smart Bus Information System (SBIS) will be a web-based application and should be accessible using a standard web browser and should **NOT** require any client-side software installations.

The web application including visualisation features, maps, charts among others should be displayed optimally in all major web browsers such as IE, Safari, Firefox and Chrome, and should not be bound to a particular version or browser.

The proposed application should be implemented using responsive web design and should be accessible via mobile (smartphone and tablet) browsers, including those on IOS and Android based devices. It should also provide a user-friendly and non-intrusive interface to the end users and follow good HCI/programming principles.

The web application will have the following features (non-exhaustive):

- **Search Bus route**
 - Search Bus stops
 - Display buses arrival for selected bus stop (for specified bus route)
- **Administration Module (NTA):**
 - It allows management of bus routes.
 - Allocation management of buses to bus routes.
 - Add bus to bus route
 - Delete bus to bus route
 - Modify schedule of bus for specific bus route
 - Management of buses (for any operator - buses)
 - Create/Modify bus
 - Remove bus
 - Replace bus
 - Reporting module for tracking and monitoring of buses.
- **Administration Module (Bus operators):**
 - Allocation management of buses to bus routes.
 - Add bus to bus route
 - Delete bus to bus route

- Modify schedule of bus for specific bus route
- Management of buses
 - Create/Modify bus
 - Remove bus
 - Replace bus
- Reporting module for tracking and monitoring of buses.

Note: Detailed requirements and functionalities will have to be worked out by the successful bidder with the user, after award of the contract.

3.4 Mobile Application Requirements

The mobile application will have the following features (non-exhaustive):

- **Search Bus route**
 - Search Bus Stops
 - Display buses arrival time for a bus stop (for specified bus route)

The mobile apps development should include the following considerations:

- The mobile application should be deployment to both playstore and app store. Bidder will need to liaise with the Central Informatics Bureau to for deployment of the app with respect to user account.
- Bidder should also provide the picture to be used as display for the mobile app.
- Each mobile app should provide a consistent interface to the users across all applications:
 - Use similar fonts and colour schemes (consider native/default as far as possible) across apps to provide a unified experience for the user
 - Ensure that controls and texts are not broken up on different screen sizes
 - Horizontal scrolling should be kept to a minimum
 - Landscape and portrait modes should be available where required
 - While the interface will be primarily English, multi-language considerations may be included during development
- Applications should provide a non-intrusive interface and follow good HCI/programming principles, which include:
 - Easy to tap interface
 - Use of paging for search results
 - Use native UX controls as far as possible.
 - Use push notifications for important notifications only
 - Allow easy navigation, access to help and exit of the application

- Avoid resource hogging
- Each mobile app will connect to the servers using the same protocols as far as possible
- As far as possible, lightweight interfaces and communication approaches (e.g. JSON/RESTful services) should be used. Alternatively, XML may be considered for bulkier data
- Communication with the server should as far as possible consider factors such as compression, caching mechanisms.
- Applications should be compatible with a majority of devices. Thus, at minimum, the following versions should be supported:
 - Android and later version
 - IOS and later version
 - *Note: the above versions may need to be reviewed at time of implementation*
- Provide a unified authentication mechanism and include authentication only where required.
- Ensure that security mechanisms/considerations are included in all aspects of the project
- Include compatibility with a number of open source technologies and consider technology transparency (e.g. database independence)
- Consider the possibility of getting statistics from the smart apps platform
- Include at least part of functionalities in offline mode for each mobile app, so that the apps may still be usable without Internet connection

Note: Detailed requirements and functionalities will have to be worked out by the successful bidder with the user, after award of the contract.

3.5 Data Capture

Data of all bus routes, bus stops and smart bus shelters should be captured. Other data required for computing the arrival time of buses such as GPS coordinates, distance between bus stops (including smart bus shelters) should also be entered in the system.

Some of the information about bus routes and associated bus shelters and buses are available at the National Transport Authority. However the bidder will be responsible for data gathering for data which may not be available such as GPS coordinate distance etc.

The bidder should also provide an export and import functionality through excel or csv file for updating these data.

3.6 National Transport Authority - Administration Module

The proposed solution should contain an administration module for National Transport Authority within the web application which would allow user management to configure and manage the users, user access rights, master data reference files, and parameters, among others, for the smooth running of the system as well as configuration of the system in terms of Management of Bus routes, Bus stops, buses associated with bus routes among others.

The module should support the following non-exhaustive list of functionalities:

- **User Management**
 - User Management module for admin section with details such as User ID, names and email address among others
 - Management of User Access Rights
 - Administration of Access Control Lists (ACLs), i.e., mapping of access levels with registers, functionalities, screens, menus and reports
 - Administration of User Groups and addition and removal of users to user groups
- **Configuration of system**
 - Bus Routes Management
 - Addition/Modification/Deletion of Bus routes
 - Management of buses operating on bus route
 - Bus stops Management
 - Addition/Modification/Deletion of bus stops
 - Setting distance between different bus stops

3.7 Bus operators - Administration Module

The system should also provide a Bus Operator administration module which will allow the bus operator to manage buses allocated to specific bus routes.

The module should support the following non-exhaustive list of functionalities:

- **Bus management**
 - Addition/ Deletion of Bus on a specific route.
 - Time schedule for bus for that the bus operator

The different bus operators must have access to an interface for managing their buses. They should be allow to add or delete buses that are already registered within the system database, and associate these buses with pre-defined departure time from specific bus stops.

However, a bus operator should be allowed to modify bus schedule pertaining to their bus only.

3.8 Technical considerations

- It will be preferred that the Government of Mauritius shall be the owner of the system, including all documentation, flowcharts, drawings, specifications, manuals and other data which are created as a result of this Agreement.
- However, other alternatives such as subscription will also be considered. If bidder is opting for subscription model, the bidder must quote for each subscription fee up to year five (inclusive of warranty) even though it is at the discretion of the purchaser to purchase the annual subscription.
- The core technologies include GPRS, GSM, Geographical Positioning System (GPS).
- The bidder must ensure that the system is compatible with existing bus operators GPS tracking system or similar system. Evidence for successful integration (simulation of the data integration) from these bus operators should be provided on request of the client.
- The output of the Smart Bus Information System will be in open standard (example accessible via the web site) in order to allow developers to implement their mobile applications.

The schematic diagram of the Smart Bus System is given below:

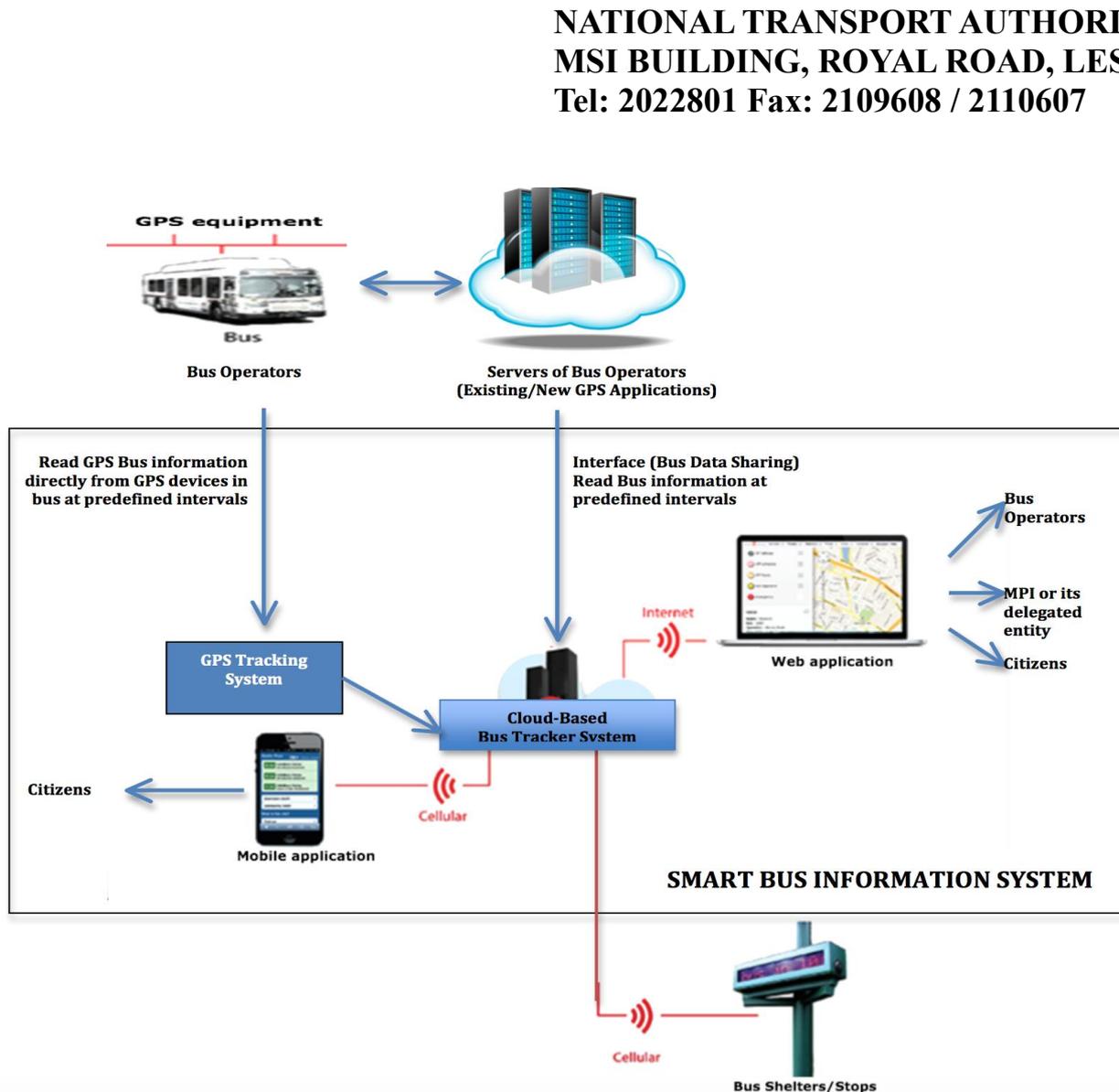


Figure 1: Schematic diagram of Smart Bus Information System

Figure 2: Sample Screenshot for Bus Tracker information

(Disclaimer: Screenshots are only for illustrative purpose)

3.9 Open Source Database

Bidder should quote for appropriate RDBMS (Open Source) and support for RDBMS and associated tool. The Bidder must ensure that the proposed RDBMS and associated tools are compatible with the proposed infrastructure of the GOC, provided the system will be hosted on the proposed VM as mentioned in section 2 “Existing systems and Infrastructure”.

However, if existing backup software “Symantec NetBackup solution” is planned to be use, the bidder must ensure and provide evidence of working solution in term of backup to GOC.

The successful bidder

- must create the appropriate database structure, including tablespace, indexes, database objects, etc. on the proposed virtual machines
- install, configure the product and provide support services including creation of users.
- provide evidence of successfully porting the RDBMS on the OS of the server should also be included in the proposal.
- any additional database tasks that may be required for the proper functioning of the system.

3.10 Query and Reporting Module

The proposed applications should provide facility to respond to various queries online and through reports. The reports would be generated for a given time period and also, for different frequencies such as daily, weekly, monthly, yearly etc.

The applications should allow administrators to manage the user or user group rights for accessing the query reports with respect to their roles and responsibilities.

The successful Bidder should finalise query/reporting requirements with users after the award of the project.

3.11 Antivirus Software

Bidders should quote for the installation and configuration of an appropriate anti-malware including antivirus for ALL environments, i.e. Production and Test environment.

The system should be configured such that virus definitions and engine updates are automatically downloaded from the Internet to the computer equipment.

3.12 Interfacing of proposed system with existing GPS tracking system or similar system of bus operators

The Smart Bus Information System should have the appropriate interfaces to receive the bus information from existing systems of bus operators. Interfacing with external systems should be planned according to the section 4.2 “Interoperability Principles”, which is either using web services or APIs.

Bidders are required to carry out site visits and a survey on how data from existing GPS or fleet management or similar system from the bus companies listed in the section 1.1 “scope of work” will be integrated with the proposed system.

Even the integration of the data is **not** part of the current scope, the bidder should provide full documentation of how the data from these external systems will be integrated to the SBIS. The bidder should implement all the required functionalities that will be required such as web services or APIs to be used for these data transfer. The bidder should also provide evidence of successful data transfer test carried out for these scenarios and should be able to demonstrate same on user request.

All data transfer to and from the GPS Tracking System should be secured.

3.13 Support Services

Bidders will have to comply to all the requirements and service level agreements as set within the Application Software Maintenance Agreement (ASMA with KPI) for application systems version August 2018, which comprises amongst others, providing a reporting system to the client and complying with the KPIs.

A copy for Sample Application Software Maintenance Agreement (ASMA with KPI) for application systems version August 2018, can be downloaded at (<http://cib.govmu.org/downloads>)

3.14 Testing and Training Instances

The proposed server should be sized to support for testing and training instances. User acceptance tests (UATs) including performance testing will be done on the testing instance. Accordingly, training sessions will be done on the training instance.

4.0 General System Requirements

The section details the general attributes of the Integrated Solution. A common set of non-functional requirements is provided as guidance for the overall system characteristics and operational requirements.

4.1 User Interface

User interface is the combination of menus, screen design, keyboard commands, command language and online help, through which a user interacts with a computer. The following are key attributes that the user interface should have:

- Common (generic), consistent, customisable and easy to use “Windows” or GUI based user interface (mouse and icon or “point and click” driven interface)
- User friendly data entry capabilities enabling a minimum of keystrokes for data capture and use of alternate data entry technologies (including bar code readers, optical scanning devices)
- Definition of validated fields to enable appropriate range checking on data entered
- Common or consistent approaches to task selection
- Easy consistent access to context sensitive help
- A Common User Interface for all applications (consistency of keystroke mapping, screen layouts etc.)
- Reports must be displayed on screen, sent to printer and file
- Lists and look-ups must always be provided to ease data entry
- Data entry should be done strictly on forms (GUI)
- Data lists should be used for viewing data only

4.2 Interoperability Principles

The system should be designed to communicate with external systems and should be able to push and pull information to these external systems. The interfacing between the systems should be transparent to the users through the use of, as far as possible, a single window.

Pushing and Pulling of information implies communication between systems via Service Oriented Architecture (SOA) such as Web Services and Application Programming Interfaces (API). The proposed system should also have the facility to export or import information, whichever is applicable, into a file format (compliant with the E-Government Interoperability Framework “e-GIF”).

The successful Bidder will have to work in close collaboration with the suppliers of the external systems.

4.3 Printing Guidelines

Screen or report print-outs should adhere to the following non-exhaustive guidelines unless stated otherwise by the user:

- Contents in print-outs should not be truncated
- the application window frame should not be visible in the print-out in case of screen print-out
- Header of print-outs should contain the title of the screen or report as well as date and time of printing among others
- Footer should contain page number and number of pages
- the selection criteria or filters used should be mentioned after the title in case of report printing

4.4 List Guidelines

Search results list or user interface containing lists of records in the proposed system should adhere to the following non-exhaustive guidelines unless stated otherwise by the user:

- Facility to export lists to a flat file, e.g. File with comma-separated values (.csv) among others
- Results lists should be sortable by each column
- Allow user to select number of records to be shown in the results list
- Proposed system should show all records by default
- Results lists should support pagination in case records will be shown in multiple pages

4.5 Documentation and Licenses

Bidders should provide latest version of all software proposed including full documentation (technical & user manuals in hard copy & soft copy) at the time of delivery.

Appropriate licenses for the proposed software should also be made available.

4.6 Open source software/products

Bidders must quote for an open source RDBMS and associated tools as specified in section “3.10 Database”. Moreover, Bidder are also encouraged to propose open source solution such as Operating System, Back up system among others.

Any open source solution quoted for should mandatorily be quoted with support for the technology or products proposed.

4.7 Supply and Installation

The Successful Bidder is expected to deliver, install, configure and commission the application software within **three (3)** months after date of signature of contract.

Indicative lists of activities for supply, installation, configuration and commissioning are given below:

SNo	Activity	Remarks
1	Award of Contract	Successful bidder to provide Performance Security and detailed project plan
2	Preparation of Software Requirements Specifications (SRS)	Successful Bidder will hold working sessions with the users to study their requirements and then come up with a SRS document.
3	Development of prototype and presentation of system prototype to user	Successful Bidder will present a prototype of the system
4	Validation/Correction of SRS	User will validate the SRS and the Successful Bidder will make appropriate modifications to the documents.
5	Preparation of Software Design Description (SDD)	
6	Validation/Correction of SDD, presentation of updated version of prototype	User will validate the SDD and the Successful Bidder will make appropriate modifications to the documents.
7	Customisation of application system & installation	Complete Software
10	Testing/Acceptance	Successful bidder will provide test plan & test reports together with results of comprehensive testing performed at their end. User will perform acceptance testing which can also cover certain tests performed and documented by the Successful Bidder. Following testing, Successful Bidder will make necessary amendment to software. Complete testing and System Review
11	Database Administration Training	Training on the software/database

SNo	Activity	Remarks
12	Application Software Training	Training on the application software to system administrators & users
13	System manual	System manual enumerating all the functionalities of system and the administrative task.
14	Data capture	Data capture for bus routes, bus stops and smart bus shelters

5.0 Training

Bidders will have to dispense training so that there is appropriate and adequate technology transfer that would make end-users fully conversant with the proposed system. Training should encompass application, system administration as well as equipment use.

5.1 User Acceptance Training

Prior to User Acceptance Testing (UAT), the successful bidder should provide User Acceptance training to all the users who have been selected by the client for carrying out the UAT exercise. The User Acceptance training should ensure that the users are trained on the following:

- How to proceed with the testing of their respective modules/screens/functionalities.
- How to log/report issues found during UAT.

The successful bidder should carry out a demonstration of the complete system to the trainees at the start of the User Acceptance training.

5.2 Training on Application Software

Training of the system proposed should be dispensed to

1. staff of the NTA (including system administrator training)
2. bus operators.
3. Video for usage on mobile and web applications for general public.

On-site training should be provided. The objective of the training is to give the users a comprehensive practical know-how for effective operation of the application software.

This training should also cover the following topics:

5.2.1 Staff of NTA

Management of system

- Addition/modification/deletion of bus routes
- Addition/modification/deletion of bus stops and smart bus shelters
- Configuration for new node (smart bus shelters) for digital boards
- Using the export & import method for Addition/modification/deletion of data

5.2.2 Administrator of system

- Operating System & related utilities
- GPS tracking system
- Smart Bus Information System (how to enable new bus routes etc)
- Web and Mobile application
- Refresh of test environment with latest backup from production
- Maintenance and System administration of the proposed Smart Bus System including backup procedures and database administration, System optimization and fine-tuning
- Backup & Restore functions on the proposed system
- Walkthrough of technical guideline documents
- User, Administration and Reporting modules
- Troubleshooting procedures
- Any other as required by specific system proposed

5.2.3 Bus operators

- Addition/modification/deletion of bus to bus routes
- Time schedule for bus for that the bus operator

Comprehensive training material will have to be provided to the staff being trained. The Ministry reserves the right to reproduce the training materials for subsequent in-house training of other staff.

5.3 Notes on training

1. Bidder should include in its proposal any other relevant training that may be required for the benefit of users with proper justifications.
2. Due to possible turnover among technical support staff and among officers and due to the need to determine in due course on-going management responsibilities for the Smart Bus System, bidders should also specify how they would offer training in an on-going fashion through training manuals, guidance manuals, “how-to” guides, online training videos, help pages, electronic slide presentations and/or other similar methods.
3. The selected bidder will be expected to develop all relevant training materials adapted to the local context that can subsequently be reused by Government.

4. The practical aspects of how to deliver the training in order to minimise disruption to work can best be determined by the client. It is however important to ensure that:
 - Training starts three weeks prior to the whole system goes live.
 - The training is comprehensive.
 - The training is timed with the availability of the Smart Bus System to allow staff to put their newly acquired skills in practice.

5. The following information is to be provided:
 - cost of training
 - details of courses to be provided
 - number of training sessions
 - duration of each training session
 - site where training will be conducted
 - experience of trainers

All necessary documentation must be available at the start of the course and Comprehensive training material will have to be provided to the staff being trained. The client reserves the right to reproduce the training materials for subsequent in-house training of other staff.

6. MISCELLANEOUS

6.1 Software Demonstration during Evaluation Stage

Shortlisted bidders should be able to set up a presentation, at its premises or otherwise decided by user and at its own cost, within **4 weeks after the closing date of the tender**. The overall system will have to be presented, supported by appropriate demonstration of the proposed solution. The purpose of the presentation is to simulate a live environment of the overall system as proposed by the bidder.

The demonstration should be a prototype of the system and not a PowerPoint or video presentation. Moreover, the bidder will have to make use of the items proposed in the bid for the purpose of the demonstration.

The presentation and demonstration should be set up with bidder's own resources and at their own expenses.

6.2 Performance and Reliability

System performance is a key consideration. The application must have an acceptable response times to ensure fast response to user-initiated transactions.

- The system should provide near real time information. The time delay for information must not exceeds 30 seconds.
- Functional components must be highly reliable with appropriate fault tolerance, data integrity and automated recovery capabilities to minimize any unscheduled system downtime.
- In the event of any GPS device not communicating with the GPS tracking system, the system should be able to simulate the estimated arrival time at each bus stations till the data is accessible from the GPS device again.
- Systems must have a high availability rate
- Systems maintenance functions must be highly automated and enable any required periodic scheduled downtime for system maintenance to be minimal and able to be scheduled at user-defined times.
- System should support at least 10 concurrent users and be scalable with increasing workload

6.3 Project plan

Bidders will also submit a project plan describing, among other things, the methods to carry out overall management and coordination responsibilities if awarded the contract and the human and other resources the Bidders propose to use. The plan should include a detailed

implementation schedule in Gantt chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the contract.

Mention should be made of the number of person months employed for the completion of the contract.

6.4 Data Capture

The successful bidder will be required to liaise with the National Transport Authority (NTA) to identify all the bus routes of Mauritius and same should be captured in the system. However, the system should allow the administrator of the system to select which routes are to be displayed in the web and mobile apps to user.

6.5 Software Implementation Methodology

The Ministry of Technology, Communication and Innovation will enter into a software development agreement with the successful Bidder. The general terms and conditions of the contract will be similar to those of the sample software agreement downloadable at <http://cib.govmu.org/downloads>. However, the software contract will be finalised following negotiations between the user and the successful Bidder.

Bidders are required to explain the Software Implementation Methodology to be employed. This includes an outline of all the standards pertaining to customisation, testing and implementation. Working sessions will also be carried out with the users following award of the contract to clearly define any customisation that might have to be carried out. Following this activity, Bidders will be expected to submit a comprehensive Software Requirements Specifications/Design Description document and an Operating Procedures manual, which will be validated by the user prior to any customisation work.

6.6 Testing and Test Data

The successful Bidder should ensure a smooth implementation of the proposed system. They should provide the set of test data to be used to test all the functionalities of the system. The set of test data must include all possible scenarios so as to test the system fully. For each identified scenario, the expected results should be clearly defined.

It is expected that, prior to the start of UAT, the successful Bidder would have carried out full-fledged testing (unit testing, integration and system testing) to ensure all bugs have been resolved. Test plans with test data used and test results should be submitted to the **Ministry of Technology, Communication and Innovation**.

7. IT SECURITY considerations

7.1 IT Security Considerations

The Successful Bidder is expected during the course of this project to undertake the following:

- A. Provide a secure solution that will allow protection of information against unauthorised access. The solution proposed should also maintain the confidentiality, availability and integrity of information within the system and must allow multi-level security to ensure that each user is restricted to the portion of the system to which he/she has been granted access.
- B. Provide an IT Risk Assessment document for the solution proposed. An initial draft of the document should be submitted for review to the User representatives prior to the Pre-UAT training stage of the project.

The IT Risk Assessment document should include amongst others the following:

1. A description of the solution and its architecture.
2. A structured escalation process workflow (call tree) that lists persons, roles and/or organisations to be contacted as a part of a notification/activation procedure to detect and assess damage, and to activate recovery procedures. Roles and responsibilities of all the various stakeholders involved in the call tree should be clearly defined.
3. Listing of all critical components of the solution (e.g. Smart Bus Information System, Database, GPS Tracking System, Web and Mobile App, etc.) which may cause the non-availability of the system.
4. List the relevant threats for each of the critical components identified above and their potential impact.
5. For each of the identified threats, the following should be elaborated:
 - i. The outage time taking into consideration any existing agreements (e.g. Warranty and/or Maintenance Contracts)
 - ii. Recovery procedures that need to be followed if the threat identified occurs and any remedial measures

Note: Elements 3, 4 and 5 of the IT Risk Assessment document can be presented in a table as per the model below:

#	Critical Components	Threats	Potential Impact	Recovery Procedures	
				Outage Time	Procedures
1.	Smart Bus Information System (SBIS)	Application Failure	Disruption of service	[x] hours as per existing agreement	<ul style="list-style-type: none"> ▪ Supplier to troubleshoot and identify cause of problem ▪ Initiate action for fixing the issue
		Unauthorised access			
		...			
		...			
2.	GPS Tracking System				
3.	Web and Mobile App				
4.	...				

C. Implement the following IT Security measures in the proposed solution:

7.2 Operating Systems hardening

- a. Install all the latest patches and updates for the OS
- b. Install only required services and applications
- c. Close all unnecessary network ports
- d. Remove all guest and unnecessary accounts for login to the OS
- e. Enable logs to record all logins/logout from the OS
- f. User ID to be of a minimum of 7 alphanumeric characters
- g. User accounts that have been inactive for more than 60 days should be disabled
- h. Shared user IDs should not be issued to multiple users when it is technically feasible to provide individual IDs
- i. Three successive failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset.
- j. Password to be of a minimum of 8 alphanumeric characters and should not contain the user name or user ID
- k. Passwords should be configured to expire after a maximum of 60 days and a new password created

1. Initial password provided to any user and on any password reset request, should be a one-time password (user is forced to change the password on first log in)

7.3 Web Server Software hardening

- a. Install all latest patches and updates for the specific version of Web server that will be used
- b. Ensure that all the IT Security settings of the Web server software has been properly configured
- c. Remove all guest accounts and unnecessary account on the Web server
- d. Enable logs to record all access to the Web Server
- e. Facility to archive Web server access logs
- f. Rename Administrator account and set a strong password
- g. Disable unused services
- h. Unbind or remove unnecessary protocols

7.4 Error Handling

- a. An appropriate error handling scheme should be devised. For all errors encountered in the application, the user should be directed to an appropriate error message/page that does not disclose technical details like software version details or database records information
- b. Appropriate logs should be generated for all application errors that allow identification and source of the error
- c. All application failures should be handled in a secure way

7.5 Web Application Controls

- a. All user inputs should be validated at the client-side level with appropriate error messages
- a. All user inputs should be validated at server-side level with appropriate error messages so as to prevent web attacks (e.g buffer overflow)
- b. All user inputs should be validated and processed which includes filtering of meta characters so as to detect and block potential SQL Injection and Cross-Site Scripting (XSS) attacks

- c. Implementation of measures deemed applicable from the OWASP Guide to Building Secure Web Applications & Web Services

7.6 Database Hardening

- a. Install all the latest patches for the database
- b. Install only required services as per user requirements
- c. Remove all unnecessary accounts for login to the database
- d. All default passwords should be changed upon installation and null passwords should not be used for any account
- e. Enable logs to record all logins/logout from the database
- f. All access to the database should be secured and encrypted

7.7 Access Controls and Audit Trail

- a. Only authorised users should be able to access the solution via a unified authentication mechanism (where applicable)
- b. All access to the solution should be based on a role-based model.
- c. All data transfer should be encrypted
- d. Auditing of all user transactions within the solution so as to capture and preserve all information associated with the creation, update and deletion of data within the solution
- e. Authorised users should be able to search audit trail information via a user-friendly search facility and by filtering fields such as User ID, Transaction Date and Time, Operation Type, Activity amongst others. Authorised users should be able to print the resulting view
- f. Feature for archiving of audit trails data and logs to be available

7.8 Mobile Apps Security

- a. Implement measures deemed applicable from the latest OWASP guide for mobile security
- b. All data transfer between mobile applications and the server/s (where required) should be encrypted
- c. Implement CAPTCHA feature for user registration (where required) to prevent automated scripts from creating fake users

8. Technical Tables

Complete column 'Compliance of Specification Offered' with the specification of the supplies offered. Also state "comply" or "not comply" and give details of any non-compliance to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

Special Note:

1. References to brand names are intended to be descriptive only and not restrictive. Except for specific items mentioned in paragraph 3 below, the Bidder may offer other brand names, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified.
2. Any reference to any brand names by the Purchaser shall not constitute the base case.
3. In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer the specified brand names and models for the following limited number of items:
 - a. Standard Software;
 - b. Anti-Spyware software;
4. Relevant ISO certificates for the manufacture/assembly will have to be submitted. In case of absence of relevant certificates at time of commissioning, payment will not be effected.

8.1 Reference Sites and Support Staff Qualifications & Experience

Bidders should provide experienced staff for carrying out the assignments in the project, including but not limited to:

- (i) ((Supply, installation and configuration)/Provision and commissioning of the GPS Tracking System
- (ii) (Supply, installation and configuration)/Provision and commissioning of Smart Bus Information System
- (iii) System Administration tasks such as installation, configuration and administration of various software components, system software, among others;
- (iv) Training and Capacity Building among others; and
- (v) Maintenance support services for the Smart Bus System to be ensured by qualified staff present locally.

A company profile of the bidder as well as a list of the technical staff and their respective qualifications and experience should be provided. In this respect, bidders are required to submit information on reference sites and staff profiles as per formats below:

Bidders should mandatorily submit all information on customer reference sites and staff profiles as per Tables for Reference sites and Profiles of Technical Support Staff. Incomplete or non-submission or modification of required specifications may entail rejection of proposal.

8.1A Reference Sites			
Criteria	Required	Compliance of Specification Offered	Details of non-compliance if applicable
No. of reference site where bidder has successfully implemented a Public Transport Information System or similar system using GPS technologies proposed by the bidder of similar complexity and size as being proposed by the bidder (e.g. public-facing)	At least ONE (1) site supported with corresponding testimonial from customers as evidence of satisfactory performance . In case of non-submission of testimonials, reference sites may not be considered.		

8.1A Reference Sites			
Number of resources to be deployed onsite on a full-time basis during the Requirements Analysis phase, Testing Phase and prior to go-live of the system.	Yes, please specify number of resources to be deployed onsite during the Requirements Analysis phase, Testing Phase and prior to go-live of the system.		

8.1B GPS Tracking Technology or Similar Technologies and Associated Communication Infrastructure – Staff Qualifications & Experience			
Criteria	Required	Compliance of Specification Offered	Details of non-compliance if applicable
No. of IT related technical staff (Same number of IT related staff should be available during implementation stage)	At least ONE (1) degree holder in ICT related field or technical certificate holder (in networking or GPS Technology)		
Total person-year IT related technical experience of the above mentioned staff	staffs should have at least FOUR (4) years of working experience in implementing the proposed solution or similar solutions. Bidder should clearly mention specific experience related to assignment in the Table for “GPS Tracking Technology or Similar Technologies and Associated Communication Infrastructure” – Technical Staff Profile		

8.1C Software and Web/Mobile App Development – Staff Qualifications & Experience			
Criteria	Required	Compliance of Specification Offered	Details of non-compliance if applicable
No. of software developers (Same number of software developers should be available during implementation stage)	At least ONE (1) degree holder in ICT related field		
Total person-year software development experience of the above TWO staff	degree holder should have at least FOUR (4) years of working experience in		

	<p>web/mobile app or software development.</p> <p>The staff should have working experience in Programming languages in which the proposed Public Transport Solution, web services or APIs and associated tools will be implemented.</p> <p>Bidder should clearly mention specific experience related to assignment in the Table for “Software and Web Development” - Technical Staff.</p>		
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8.2 Smart Bus System Requirements

Technical Specifications Required				
	FEATURES	REQUIRED	Compliance of Specification Offered	Details of non-compliance if applicable
Application Requirements section 3				
1.	GPS Tracking system	Yes, as per section 3.1		
2.	Smart Bus Information System	Yes, as per Section 3.2		
3.	Web application	Yes, as per section 3.3		
4.	Mobile application	Yes, as per section 3.4		
6.	Data Capture	Yes, as per section 3.5		
7.	Connectivity with Existing Smart Shelters	Yes, as per section 1		
8.	National Transport Authority - Administration Module	Yes, as per section 3.6		

9.	Bus operators - Administration Module	Yes, as per section 3.7		
10.	Technical Considerations	Yes, as per section 3.8		
11.	Open Source Database	Yes, as per section 3.9		
12.	Query and report module	Yes, as per section 3.10		
13.	Antivirus Software	Yes, as per section 3.11		
14.	Interfacing of electronic system with existing GPS tracking system or similar system of bus operators	Yes, as per section 3.12		
15.	Support services	Yes, as per section 3.13		
16.	Testing and Training Instances	Yes, as per section 3.14		
General System Requirements section 4				
17.	User interface	Yes, as per section 4.1		
18.	Interoperability Principles	Yes, as per section 4.2		
19.	Printing Guidelines	Yes, as per section 4.3		
20.	List Guidelines	Yes, as per section 4.4		
21.	Documentations and licenses	Yes, as per section 4.5		
22.	Open source software/products	Yes, as per section 4.6		
23.	Supply and installation	Yes, as per section 4.7		
Training section 5				
24.	User Acceptance training	Yes, as per section 5.1		
25.	Training on application software	Yes, as per section 5.2		
26.	Note on Training	Yes, as per section 5.3		
MISCELLANEOUS section 6				
27.	Software Demonstration during Evaluation Stage	Yes, as per section 6.1		

28.	Performance and Reliability	Yes, as per section 6.2		
29.	Project plan	Yes, as per section 6.3		
30.	Data Capture	Yes, as per section 6.4		
31.	Software Implementation Methodology	Yes, as per section 6.5		
32.	Test and Test plan	Yes, as per section 6.6		
33.	IT Security considerations	Yes, as per section 7		

8.3 Server Environment Requirements

Technical Specifications Required			
FEATURES	REQUIRED	Compliance of Specification Offered	Details of non-compliance if applicable
<i>Server Environment Requirements</i>	Yes, As per section 2 and related sub-sections of the Technical Specifications		
Production Environment	Yes, As per section 2.2 of the Technical Specifications		
Test Environment	Yes, As per section 2.3 of the Technical Specifications		
Common storage	Yes, As per section 2.4 of the Technical Specifications		
Virtual Machines Requirements	Yes, As per section 2.5 of the Technical Specifications		

Technical Specifications Required			
FEATURES	REQUIRED	Compliance of Specification Offered	Details of non-compliance if applicable
Backup of Files	Yes, As per section 2.6 of the Technical Specifications		
Configuration and Installation of Software	Yes, As per section 2.7 of the Technical Specifications		
Any other item which will make the system workable	Yes and provide details with proper justifications in the proposal		

IMPORTANT NOTE

The server shall have the capacity and technological capability to include any other IT projects of the NTA including any related facilities concerning the Metro Express Projects which will necessitate interconnectivity with the server. The contractor shall have to provide such IT platform and/or algorithm as necessary on request, as shall have to be mutually agreed upon.

8.4 User Acceptance Testing (UAT)

User Acceptance Testing (UAT)			
	Technical Specifications Required	Compliance of Specification offered	Details of non-compliance if applicable
1	Evidence of Testing prior to UAT Bidder should commit to submit Unit Test Plans, System Test Plans as well as Unit Test Results and System Test Results as evidence of full-fledged testing carried out prior to UAT.	Yes	
2	UAT Test Scripts Bidder should commit to submit UAT test scripts to ensure that the UAT scenarios cater for all the requirements expressed by the users.	Yes	
3	Role-Based Testing UAT should also cover role-based testing.	Yes	
4	Scenario-Based Testing Assist users to test complete end-to-end usage flows (scenarios) in the system.	Yes	
5	Documentation Bidder should commit to provide users with appropriate user documentations such as Training Manuals, UAT Scenarios, Test Scripts and a comprehensive User Manual before conducting UAT.	Yes	
6	UAT Rounds The UAT exercise should consist of different rounds of testing as follows: a) Round 1 should consist of executing all the test scenarios and identify list of issues if any by the users. b) Bidder should commit to ensure that issues identified in Round 1 are fully addressed to the satisfaction of the users prior to starting the next round (Round 2). c) Subsequent rounds are conducted until no further issues are identified. Each round should consist of Role-Based Testing as well as Scenario-Based Testing.	Yes	

User Acceptance Testing (UAT)			
	Technical Specifications Required	Compliance of Specification offered	Details of non-compliance if applicable
7	<p>Tracking of Bugs and Comments Bidder should commit to collate details of all bugs, issues and comments submitted by users during each test session and a consolidated list should be submitted to the users for proper tracking of issues.</p>	Yes	
8	<p>Production (Live) Environment</p> <p>a) The UAT exercise starting at least from Round 2 should be carried out on the Production environment prior to its acceptance.</p> <p>b) Bidder should commit to ensure that that the level of separation between production and test environments that is necessary to prevent operational problems is identified and appropriate controls are implemented (e.g. Users should clearly see in the Main Page which environment they have logged in while carrying out tests).</p> <p>c) Bidder should commit to ensure that the Test and Production environments have the same patches and updates to ensure a smooth UAT exercise and prevent post Go-Live issues due to difference in environments.</p>	Yes	

User Acceptance Testing (UAT)			
	Technical Specifications Required	Compliance of Specification offered	Details of non-compliance if applicable
9	<p>Acceptance or Commissioning of the Application Software Bidder should commit to ensure that the following will be addressed to the satisfaction of the client prior to acceptance of the system:</p> <p>a) All requirements of the users (including IT Security requirements) have been catered for in the system.</p> <p>b) All identified scenarios are fully and comprehensively tested by the successful bidder and test results showing successful completion of tests are submitted</p> <p>c) All bugs identified during UAT have been dealt with.</p> <p>d) All Trainings have been delivered to the satisfaction of users.</p> <p>e) All updated and latest documentation for the whole project are provided.</p> <p>f) Updated and latest working version of complete source code and all dependencies are provided.</p>	Yes	

8.5 IT Security Unit Requirements

Technical Specifications Required			
FEATURES	REQUIRED	Compliance of Specification Offered	Details of non-compliance if applicable

8.6 GOC IT Security Requirements

Technical Specifications Required			
FEATURES	REQUIRED	Compliance of Specification Offered	Details of non-compliance if applicable
<i>Web Applications</i>			
Injection proof to flaws, such as SQL, OS and LDAP	Yes		
Use TLS v1.2 for communications security.	Yes		
Remove any insecure direct object references	Yes		
Resistant to Cross-Site Request Forgery (CSRF)	Yes		
Application must have function level access control	Yes		
Technologies that have known vulnerabilities should not be used for building an application (i.e. always use the latest version of technologies to build an application)	Yes		
Configuration file such as php.ini should be hardcoded	Yes		
Implement least privilege functionality	Yes		
Request for authentication for user file uploads	Yes		
Authentication cookies should be protected	Yes		
Confidential data should never be sent in clear text	Yes		
Log files should be securely stored	Yes		

Multi factor authentication should be used for highly sensitive information accounts	Yes		
Do not allow concurrent logins with the same user id	Yes		
<i>Operating System</i>			
All non-essential services should be switched off	Yes		
Only ports that are necessary for the applications to run should be open	Yes		
Use the latest patched operating system	Yes		
If Linux is being used, SELinux should be enabled	Yes		
Firewall should be enabled	Yes		

8.6 Other Requirements

OTHER REQUIREMENTS			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
(Supply, installation and configuration)/Provision and commission the proposed system.	Yes		
Updated and latest working version of complete source code ⁸ (excluding source codes for <u>commercial</u> off-the-shelf	Yes		

8 “Source Code” means the program source files, database structures, dictionaries, definitions, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software

OTHER REQUIREMENTS			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
software packages)) and all dependencies (software components, utilities, tools, etc.) for the proposed system to be provided to the client prior to acceptance of the system. The client reserves the rights to re-use and/or modify the source codes.			
Bidders must provide adequate number of valid licenses and certificate of authenticity (where applicable) for each software proposed (as appropriate) and must explain clearly its licensing policy. Licenses should cover all Virtual machines and Production and Test environments Bidders should include any cost associated with the licensing policy in the Price Schedule. Bidder should also include technical support cost associated with Open source Product/Technology proposed	Yes		
All software licenses proposed should be able to cater for previous versions of the software at no additional cost. Bidder has to submit relevant evidence to this effect.	Yes		

OTHER REQUIREMENTS			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
Bidders should provide the latest version of all software proposed at the time of delivery without any change in cost.	Yes		
Relevant technical brochure (Original documentation) for all items proposed to be submitted.	Yes		
Bidder undertakes to maintain the system and equipment for a period of up to five years (inclusive of warranty) following warranty should the purchaser wish to enter into a maintenance contract as per conditions of Specimen Maintenance Contract at the CIB Download Centre http://cib.govmu.org	The maintenance charges quoted in the Price Schedule should include labour, parts & transport for first 5 years (inclusive of warranty) For the Financial Evaluation, the overall cost of the proposal will be the sum of the cost of all equipment, software, services (except the prices quoted in the table of rates), optional items (wherever applicable), installation & commissioning, training and the maintenance charges for the first five years (inclusive of warranty) and any other cost involved.		
WARRANTY and Maintenance Agreement	Warranty period for all equipment and application software (including web and mobile app), shall be of a minimum duration of 1 year and shall include labour, parts and transport. During the warranty period the services provided by the bidder should cover at least all the requirements mentioned in		

OTHER REQUIREMENTS			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
	<p>the Maintenance Contract which is available at the CIB Download Centre http://cib.govmu.org.</p> <p>The Maintenance Services should cover the services requested in Maintenance Contract. Bidders are to comply with all these requirements unless specifically waived by the Purchaser.</p>		
Maintenance support services for the Smart Bus System to be ensured by qualified staff present locally	Yes and provide details		
Support service in the absence of a maintenance contract	<p>The Bidder should undertake to provide parts over at least 5 years following the purchase of the equipment.</p> <p>Bidders should also provide maintenance services for the equipment at least on an intervention basis for the 6th and 7th year of operation</p>		
Maintenance of Anti-malware and antivirus software after the warranty period should the purchaser wish to enter into a maintenance contract	Software upgrade, virus definition upgrade should be delivered to the purchaser by the bidder		
Software Documentation	Full documentation/ manual (hard copy) and original copies of each and every quoted software (including System Software) in the English Language.		

OTHER REQUIREMENTS			
Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
	<p>User Manual for each component of the system.</p> <p>Technical Manual for each and all aspects of the system.</p> <p>Documentation that is clear, concise, and presented in a professional manner both in hard copy and in electronic format.</p> <p>In case of changes to the system during maintenance phase, relevant documentation should be updated accordingly and submitted to the Ministry.</p>		
Knowledge Transfer	<p>In case of termination, abandonment, breach of the Contract or in case maintenance services will no longer be required from the successful bidder, the latter would be responsible for handing over to, the Client or any entity authorized by the Client, the complete know-how, documentation records, software logs, updated source codes and all such relevant items that may be necessary for the transition process.</p>		

Specification and Compliance Sheet Authorised By:

Signature: _____ Name: _____

Position: **2.** _____ Date: _____
-

Authorised for and on behalf of: _____ (DD/MM/YY)

Company: _____

Table for Reference Sites and Profiles of Technical Staff

The “Tables for Reference sites & Profiles of Technical Staff” should be completed as per the requirements defined in section 8.1 of the bidding document. Non-submission or incomplete table will entail elimination.

1. Reference Sites – Relevant to this assignment

<i>Customer site – Company Name, Address, Fax</i>	<i>Customer – Contact person, telephone no.</i>	<i>High-Level Description of Project</i>	<i>Technical Details (GPS Technology or similar technologies, Software Packages, Platforms and tools, RDBMs, Programming Languages, Server environment used, etc.) which are relevant to this assignment</i>	<i>Date of implementation</i>		<i>Testimonial Submitted (Yes / No)</i>
				<i>Month</i>	<i>Year</i>	

SMART BUS SHELTERS ALREADY CONSTRUCTED		
<u>SN</u>	LOCATIONS	DISTRICT
1	Flic en Flac near Resivic	Black River
2	La Preneuse, Riviere Noire in the direction of Baie du Cap	Black River
3	GRNW towards Coromandel left	Black River
4	GRNW towards Coromandel middle	Black River
5	GRNW towards Coromandel right	Black River
6	Baie du Cap opposite Primary School in the direction of Riviere Noire	Black River
7	GRNW Royal Road towards Port Louis	Black River

8	Flic en Flac towards Quatre Bornes and adjacent to Total filling station	Black River
9	Flic en Flac opposite Manisha Hotel towards Cascavelle	Black River
10	Laventure (opposite car fitness building) towards Riviere du Rempart	Flacq
11	Boulet rouge Flacq near Flacq Shopping Mall towards Fuel	Flacq
12	Laventure towards Bon Accueil	Flacq
13	Baramia, Rose-Belle	Grand Port
14	Nouvelle France near roundabout towards Curepipe	Grand Port
15	Rose Belle near Grand Port District Council	Grand Port
16	Nouvelle France M1 near Round About towards Plaine Magnien	Grand Port
17	Verdun towards Dagotiere	Moka

18	Verdun towards St-Pierre	Moka
19	Belle Rive towards Valetta	Moka
20	Melrose in front of New Prison	Moka
21	Reduit - UOM middle	Moka
22	Reduit - UOM right	Moka
23	Reduit - UOM left	Moka
24	Plasmo Pailles	Moka
25	Reduit - reduit rovers middle	Moka
26	Reduit - reduit rovers right	Moka
27	Reduit - reduit rovers left	Moka

28	Pailles M1 near Grewals towards Redit	Moka
29	Quartier Militaire near St.Leon Church towards Curepipe	Moka
30	Moka near MGI towards Moka	Moka
31	Moka near MGI towards Redit	Moka
32	Pailles (opposite Mauvilac) towards Port Louis	Moka
33	Solitude (opposite TOTAL petrol station)	Pamplemousses
34	Along Motorway M1 Jin Fei towards Terre Rouge	Pamplemousses
35	Along Motorway M1 Jin Fei towards Riche Terre	Pamplemousses
36	Trou aux Biches near Coralia Hotel in the direction of Pointe aux Piment	Pamplemousses
37	Toyota Riche Terre towards Terre Rouge	Pamplemousses

38	Terre Rouge towards Montagne Longue	Pamplemousses
39	Khoyratty towards d'Epinay	Pamplemousses
40	Grand Bay opposite SBM towards Pereybere	Pamplemousses
41	Grand Baie opposite ATM MCB	Pamplemousses
42	Terre Rouge M1 near Footbridge towards Bois Marchand	Pamplemousses
43	Along Motorway M1 Wootun towards Camp Fouqueraux near Doha	Plaine Wilhems
44	Along Motorway M1 Wootun towards Curepipe near Indian Oil	Plaine Wilhems
45	Along St. Jean Road, near Paloma	Plaine Wilhems
46	Forum Curepipe towards Curepipe Center	Plaine Wilhems
47	Trianon - near Margarine Industries	Plaine Wilhems

48	La Vigie going south near Pagoda	Plaine Wilhems
49	La Vigie going north	Plaine Wilhems
50	BAI Curepipe (royal road)	Plaine Wilhems
51	Ebene 11 near Min Housing right	Plaine Wilhems
52	Ebene 12 near Min Housing left	Plaine Wilhems
53	Ebene 13 opposite Min Housing right	Plaine Wilhems
54	Ebene 14 opposite Min Housing left	Plaine Wilhems
55	Ebene 11 near Brammer House right	Plaine Wilhems
56	Ebene 12 near Brammer House left	Plaine Wilhems
57	Ebene 13 opposite Brammer House right	Plaine Wilhems

58	Ebene 14 opposite Bramer House left	Plaine Wilhems
59	Ebene near Nexteracom Building towards Rose Hill	Plaine Wilhems
60	Ebene opposite Nexteracom Building towards Reduit	Plaine Wilhems
61	Vacoas near Meteo	Plaine Wilhems
62	Belle Etoile before Traffic Lights LHS towards Port Louis	Plaine Wilhems
63	Pont Fer going South - left	Plaine Wilhems
64	Pont Fer going South - right	Plaine Wilhems
65	Pont Fer going North - left	Plaine Wilhems
66	Pont Fer going North- right	Plaine Wilhems
67	Beau Bassin near Gool	Plaine Wilhems

68	Happy Valley, QB, going North	Plaine Wilhems
69	Camp Fouquereaux towards Phoenix near Auto Spot	Plaine Wilhems
70	La Louise near Kalimaye	Plaine Wilhems
71	La Louise near Candos Stadium left	Plaine Wilhems
72	La Louise near Candos Stadium right	Plaine Wilhems
73	St. Jean near Church (adjacent MCB bus shelter) left	Plaine Wilhems
74	St. Jean near Church (adjacent MCB bus shelter) right	Plaine Wilhems
75	Trianon (near dream town) near ABC	Plaine Wilhems
76	Trianon (near oxenham) left hand side	Plaine Wilhems
77	Sodnac 1 -Hillcrest lane	Plaine Wilhems

78	Sodnac 2	Plaine Wilhems
79	Candos 1,2,3 & 4 towards La Louise	Plaine Wilhems
80	Chebel near Intermart towards Beau Bassin	Plaine Wilhems
81	Sayed Hossen Road, Phoenix	Plaine Wilhems
82	Trianon near Shoprite towards Reduit (uplifted)	Plaine Wilhems
83	Trianon near Shoprite towards Curepipe (uplifted)	Plaine Wilhems
84	Camp Fouquereaux towards Wootun	Plaine Wilhems
85	Trianon M1 towards opposite Pallagames	Plaine Wilhems
86	Rose Hill near MSC Complex towards St.Jean	Plaine Wilhems
87	Coromandel near Church towards Port Louis	Plaine Wilhems

88	Along St Paul Road, near SMF in the direction of Curepipe and opposite Clarisse House	Plaine Wilhems
89	Cite Vallejee near Football playground towards Port Louis	Port Louis
90	Belle Vue Harel near Anjalay stadium	Riviere du Rempart
91	Riviere du Rempart (near Riverside Complex)	Riviere du Rempart
92	Goodlands near Winners	Riviere du Rempart
93	Goodlands near Police Station	Riviere du Rempart
94	Beau Climat towards Nouvelle France (in front of Filling Station Shell)	Savanne
95	Beau Climat towards La Flora	Savanne
96	Barkly, Souillac towards Surinam	Savanne
97	Roche Bois M1 Shell Service Station towards Abercrombie	Port Louis

98	Vacoas near London Supermarket (opposite London Food Court)	Plaine Wilhems
99	Royal Road L'Amitie near Government School	Riviere du Rempart

MODERN /SMART BUS SHELTERS ALREADY ALLOCATED BUT NOT YET CONSTRUCTED		
SN	LOCATIONS	District
1	Along Royal Road, Black River opposite Manorama Store towards Port Louis	Black River
2	Flic en Flac near Mer de Chine Restaurant towards Cascavelle	Black River
3	Flic en Flac after Villas Caroline Hotel towards Casacavelle	Black River
4	Palma, before Dream Price supermarket	Black River
5	Beau Songes, near Reservoir	Black River
6	Along Royal Road, Trou d'Eau Douce near Four a Chaux towards Palmar	Flacq
7	Plaine Magnien M1 towards Airport	Grand Port
8	Plaine Magnien M1 towards Rose Belle	Grand Port
9	Mahebourg before Mauritius Commercial Bank towards Ville Noire	Grand Port

10	New Access Road to SSR International Airport	Grand Port
11	New Access Road from SSR International Airport	Grand Port
12	Rose Belle, opposite Village Council	Grand Port
13	Montagne Ory near Footbridge (southbound)	Moka
14	Montebello, Pailles after footbridge	Moka
15	Wootun M1 near Footbridge towards Camp Fouquereaux	Plaine Wilhems
16	Quatre Bornes-St Jean Road opposite DCDM towards Rose Hill	Plaine Wilhems
17	Along Motor way M1 towards Mahebourg, at Camp Fouquereaux just before the round about, in front of Bansi Marketing's Office	Plaine Wilhems
18	Motorway M1 Wootun near Surat towards Curepipe	Plaine Wilhems
19	Royal Road Forest Side in front of Winners	Plaine Wilhems

20	16eme Mille, near Sugar Industry Labour Welfare Fund (SILWF) Centre	Plaine Wilhems
21	Plaine Verte near Khadafi Square	Port Louis
22	Vallee des Pretres near Community Health Centre	Port Louis
23	Camp Chapelon (near Mauritius Stationery Printing) towards Port Louis	Port Louis
24	Camp Chapelon (near Proton Showroom) towards Redit	Port Louis
25	Poudre D'Or Hamlet, near Filling Station	Riviere du Rempart
26	Royal Road Chemin Grenier in front of Winners	Savanne
27	La Flora, near Taxi Stand along Savanne Road (RHS towards Riviere des Anguilles)	Savanne
28	Sodnac Link Road, Quatre Bornes opposite Rushmore Business School Campus	Plaine Wilhems
29	Sodnac Link Road, Quatre Bornes near Rushmore Business School Campus	Plaine Wilhems

“Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

”

4. Drawings-NOT APPLICABLE

5. Inspections and Tests

The Successful bidder will have to deliver, install (including registration of software) and perform configuration & commissioning of proposed system. It is the responsibility of the supplier to make the entire system fully operational. The Central Information Systems Division (CISD) will be involved in the verification of the complete solution.

PART 3 - Contract

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (j) “SCC” means the Special Conditions of Contract.
 - (k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(m) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud/Corruption and Integrity Clause

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation¹⁰;

(iii) “collusive practice” is an arrangement between two or more parties¹¹ designed to achieve an

⁹ “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Public Body’s staff and employees of other organizations taking or reviewing procurement decisions.

¹⁰ “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.

¹¹ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

improper purpose, including to influence improperly the actions of another party;

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹²;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public body’s 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; or
 - (bb) acts intended to materially impede the exercise of the Public body’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Public body].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

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

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

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and

¹² “Party” refers to a participant in the procurement process or contract execution.

obligations of parties hereunder shall be as prescribed by Incoterms.

- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be in English. Supporting documents and

printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

5.3 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Mauritius, unless otherwise specified in the **SCC**.

- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any money due the Supplier.
- 11. Inspections and Audit**
- 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Body and/or persons appointed by the Public Body to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Body if requested by the Public Body. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Public Body's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule

of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be made subject to the following general principle:

(a) payment will be made in the currency or currencies in which the the bid price is expressed.

(b) Local bidders will be paid in fixed Mauritian Rupees or Mauritian rupees adjusted to the fluctuation in the rate exchange at the time of delivery, as specified in the **SCC**.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

- 17. Taxes and Duties**
- 17.1 For goods manufactured outside Mauritius, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Mauritius.
- 17.2 For goods Manufactured within Mauritius, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Mauritius, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in the form of a bank guarantee or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or

damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Mauritius as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Mauritius.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port

or place of loading in the country of origin, whichever period concludes earlier.

- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-

Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation,

ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Mauritius (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;

- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgement of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Purchaser is: NATIONAL TRANSPORT AUTHORITY
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: National Transport Authority, MSI Building, Royal Road, Les Cassis, Port Louis
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For notices, the Purchaser's address shall be: Attention: The Road Transport Commissioner Street: MSI Building, Royal Road Les Cassis Floor/ Room number: City: Port Louis Country: Republic of Mauritius Telephone: 202 2806 Facsimile number: 211 0607
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <i>Contracts with Supplier national of Mauritius:</i> In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.
Delivery and Documents GCC 13.1	The Purchaser expects to have the Smart Bus System delivered, installed, configured and commissioned within three (3) months from the date of signature of contract. Appropriate training will also have to be conducted within the specified timeframe.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall <i>not</i> be adjustable.
Terms of Payment GCC 16.1	The structure of payments (on submission of an invoice) shall be as follows: <ul style="list-style-type: none"> • 50% of contract value after signature of contract against a Bank Guarantee for Advance Payment of equivalent value valid for 4 months

	<p>beyond the delivery period specified above (Delivery and Documents). The bank guarantee can be cancelled should successful commissioning of the proposed system by the user be completed before the four months period. Similarly, the bidder may be required to extend the bank guarantee should there still be pending issues after the four months period.</p> <ul style="list-style-type: none"> • 20% of contract value after installation of the Smart Bus System and completion of User Acceptance Testing. • 20% of the contract value after successful completion of Operational Acceptance Testing (see Annex I). • 10% of contract value after one-year warranty period of the complete system. This amount may be released against a Bank Guarantee of equivalent value valid throughout the warranty period. Warranty will start as from the last date of successful completion of Operational Acceptance Testing and settlement of any pending issue
GCC 16.5	The interest rate shall be the legal rate.
Taxes and duties	As regards to VAT, if the Supplier fails to quote separately for VAT in the Price Schedule of tender as instructed, his tendered price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.
Performance Security GCC 18.1	<p>A Performance Security shall be required.</p> <p>A performance security valid for 2 months beyond the operational acceptance for the proposed System (Delivery and Documents) in the form of a bank guarantee representing (10%) of the contract price shall be required.</p>
GCC 18.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract.
Insurance GCC 24.1	The insurance coverage shall be as specified in the Incoterms.

<p>Inspections and Tests</p> <p>GCC 26.1</p>	<p>The Successful bidder will have to deliver, install (including registration of software) and perform configuration & commissioning of proposed system. It is the responsibility of the supplier to make the entire system fully operational. The Central Information Systems Division (CISD) will be involved in the verification of the complete solution.</p>
<p>Liquidated Damage</p> <p>GCC 27.1</p>	<p>The liquidated damage shall be 1% of contract value per week</p> <p>The maximum amount of liquidated damages shall be 10 % of contract value.</p>
<p>Warranty</p> <p>GCC 28.3</p>	<p>Warranty period for all equipment shall be of a minimum duration of 1 year.</p> <p>Warranty period for the application software (including web and mobile app) shall be of a minimum duration of one 1 year.</p> <p>Warranty period for the PROPOSED SYSTEM will start after successful commissioning of all equipment by CISD and acceptance of the APPLICATION SOFTWARE (including Web and Mobile App) by the user.</p> <p>Effective start date of the licenses (if applicable) for all software will be the date of start of warranty of the PROPOSED SYSTEM.</p> <p>During the warranty period, the company should undertake to attend to problems reported within 3 hours of notification of problem/defect. In case the company staff cannot resolve the problem within 24 hours after their arrival, the company should lend the department, free of charge, equivalent equipment with the relevant software.</p> <p>Relevant charges should be included in the cost of the proposal.</p>
<p>Training</p>	<p>Successful bidder shall have to dispense training as specified in Technical Requirements</p>
<p>Documentation/ Manual and Certificates</p> <p>Licenses</p>	<p>Full Documentation/Manual and Certificates (hard copy) and original copies of each and every quoted system component are to be provided by the bidder</p> <p>License for each copy of software (if applicable) must be provided</p> <p>Any other documents as mentioned in Technical Requirements.</p>
<p>Stakeholders</p>	<p>It is the responsibility of the successful bidder to make the whole system operational and will have to work in collaboration with staff of the Ministry, GOC, Central; Informatics Bureau (CIB), IT Security Unit (ITSU), Central Information Systems Division (CISD) and other relevant stakeholders for making the project a success</p>

Mandatory Requirements	Bidders need to ensure that necessary permissions/approvals of the contractor already controlling contracted smart shelters under the approved protocol, have been obtained and shall submit evidence thereof when submitting a bid. Bidder shall act upon the annex of the Smart Bus Shelters as provided at page 114. .
Important Note	The server shall have the capacity and technological capability to include any other IT projects of the NTA including any related facilities concerning the Metro Express Projects which will necessitate interconnectivity with the server. The contractor shall have to provide such IT platform and/or algorithm as necessary on request, as shall have to be mutually agreed upon.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

- $a = [insert\ value\ of\ coefficient]$
 $b = [insert\ value\ of\ coefficient]$
 $c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = $[insert\ number\ of\ weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VIII. Contract Forms

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { Mauritius }, or company incorporated under the laws of {Mauritius}] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and*
- (2) *[insert name of Supplier], a company incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹³ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹⁴ and any demand for payment under it 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.

[signatures of authorized representatives of the bank and the Supplier]

¹³ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁴ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

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

Procurement No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into contract with you - Contract No. *[insert number]* dated *[insert date of Agreement]* - for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹⁵ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date¹⁶]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s) of authorized representative(s) of the bank]

¹⁵ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁶ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

