



TENDER DOCUMENTS

For

**Procurement for a Comprehensive Physical Security
Requirements Assessment for Selected Government
Facilities**

For the

**Ministry of Finance, Economic Planning and Trade
(MoFEPT)**

Reference No: SECASS/TSS/01

September 2021

NOTE: This document contains a total of 54 Pages. No change in the document is permissible

TABLE OF CONTENTS

| Section | Contents | Page No. |
|--------------------|---------------------------------------|-----------------|
| | <i>Disclaimer</i> | 3 |
| | <i>Bid Information Sheet</i> | 4 |
| <i>Section - 1</i> | <i>Background Information</i> | 5 |
| <i>Section - 2</i> | <i>Instructions to Bidders</i> | 6 |
| <i>Section - 3</i> | <i>Scope of Services</i> | 17 |
| <i>Section - 4</i> | <i>Evaluation Sheet</i> | 19 |
| <i>Section - 5</i> | <i>General Conditions of Contract</i> | 22 |
| <i>Section - 6</i> | <i>Special Conditions of Contract</i> | 30 |
| <i>Section - 7</i> | <i>Format for Submission of Bids</i> | 40 |

DISCLAIMER

1. Though adequate care has been taken, while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Indication of any discrepancies shall be given to the Ministry of Finance, Economic Planning and Trade (MOFEPT) immediately. If no indication is received from any Bidder within seven (07) working days from the date of receipt of the Tender Document it shall be considered that the Tender Document is complete in all respects.
2. Ministry of Finance, Economic Planning and Trade (MOFEPT) reserves the right to modify, amend or supplement this Tender Document.

BID INFORMATION SHEET

| | |
|--|---|
| Document Description | <i>Tender Document for “Procurement for a Comprehensive Physical Security Requirements Assessment For Selected Government Facilities”</i> |
| Reference Number | SECASS/TSS/01 |
| The Client | <i>The term client is used throughout this document to refer to the “Ministry of Finance, Economic Planning and Trade”.</i> |
| Date Tender Issued | Wednesday 08 th September, 2021 |
| Virtual Pre-Tender Meeting (Time & Location) | <p>Link: https://zoom.us/j/97023693590?pwd=RG9WcnZPZXJnS2dPR1JYUDINalpJQT09</p> <p>Time: 10.00am Date: Thursday 16th September, 2021</p> |
| Bid Opening | Wednesday 29 th September, 2021 at 10.30am |
| Validity of Tender | 180 (One Hundred and Eighty) Days from the Date of the Tender Opening |
| Address for Submission of Response to Tender Document | <p>National Tender Board 1st Floor, Maison de Mahé Victoria</p> |
| Address for Submission of Challenges | <p>Principal Secretary Ministry of Finance Trades and Economic Planning, Liberty House Mahe, Seychelles Victoria P.O Box 313 Tel: +2484382000/2482822268 Email: dstravens@finance.gov.sc.</p> <p>Attention: Mr Dwight Stravens</p> |
| Address for Submission of Appeals | <p>The Chairperson Review Panel c/o Procurement Oversight Unit 1st Floor, Maison de Mahé Victoria</p> |
| Duration of the Contract | <ul style="list-style-type: none"> two (2) months from the Date of Award of Contract |

| | |
|--|--|
| | |
|--|--|

- Section 1 -

BACKGROUND INFORMATION

INTRODUCTION

The Ministry of Finance, Economic Planning and Trade, on behalf of the Government of Seychelles (GoS), is inviting all locally registered, qualified and experience individuals/company to submit their bids for a comprehensive physical security risk assessment for selected GoS establishments on Mahe, Praslin and La Digue as listed in annex 1.

The following premises are as follows (see annex 1 for detailed);

- I. Educational Establishments
- II. Health Facilities and
- III. Department of Local Government Establishments

AIM OF THE TENDER

The aim of this tender is to acquire accredited individual/company to provide an in-depth analysis in the form of a detailed report of each premises on the risk assessment and optimum option for CCTV, sensors, alarms, lightings and any other innovative security requirement.

It is to be noted that the successful candidate should be able to work within a tight deadline.

- Section 2 -

INSTRUCTION TO BIDDERS

1. Corrupt or Fraudulent Practices

The Government of Seychelles (GoS) requires that Procuring Entities and the Bidders observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.

1.1 In pursuance of this requirement, the Procuring Entity shall;

- (a) exclude the bidder from participation in the procurement proceeding concerned or reject a proposal for award; and
- (b) declare a bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds; if it, at any time, determines that the bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under the public funds.

1.2 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- a) “**corrupt practice**” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) “**fraudulent practice**” is any intentional act or omission including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) “**collusive practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) “**coercive practice**” is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

2. Division in Lots

The tender has been divided into **four (4)** lots in line with Regulation 22 (1) of the Public Procurement Regulations 2014.

- I. Bidders may participate in one (1) or all Lots.
- II. Bidders will be eligible to be awarded with one (1) Lot only. **However, in the event that participation is limited the Procuring Entity reserves the right to award two (2) lots per bidder.**

3. Eligibility

- i. This tender is open to locally registered, qualified and experience individuals/company capable of providing physical security risk assessment.
- ii. Be Compliant to the provisions of Section 90 (1) of the Public Procurement Act 2008 (Refer to www.pou.gov.sc for access to the Act);
- iii. Bidders currently under contract for the provision of Security services with GoS on the identified premises (listed in Annex 1) shall not be eligible to participate in this tender. This restriction shall apply to individuals who are owners/directors/employees of firms who have contracts with GoS for the provision of security services on the identified premises.

4. Bidding Methodology

The Bidding methodology being adopted for this Procurement shall be One Stage - Two Envelope System in accordance with Public Procurement Regulations 39 (2) (b).

Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider.

The last date for the submission of bids is as mentioned in the Bid Information Sheet.

No bids shall be accepted after the date and time mentioned above. Technical and Financial Bids shall be opened on the same day as mentioned in the Bid Information Sheet.

4.9. Documents comprising the Bid

The documents required under the tender conditions for submission along with the tender are listed below. The Bidder/s are advised to examine the various conditions and submit necessary documents accordingly. **In case of the non-submission of any of the desired information, bidder will be disqualified in the Evaluation Process.**

All bids must be submitted in two (2) envelopes. Each envelope must be duly labeled as:

- 1) Envelope A – "Technical Proposal"; and
- 2) Envelope B – "Financial Proposal"

4.9.1. Documents Comprising the Technical Proposal

The Technical Proposal Envelope to be submitted using the Forms attached, shall contain the following components

A. To establish the eligibility of the Bidder;

- i. Bidder Profile (**Technical Form 1**),
- ii. Copy of Business Registration Certificate,
- iii. Copy of Valid Tax Clearance Certificate for the Financial Year 2021

Failure to submit any of these above documents will lead to the dis-qualification of the bidder.

B. To establish experience and capability of the bidder (technical Format 2).

i. Documentary Evidence to establish experience of the bidder to carry out the tender.

Bidder must provide their track record and experience in undertaking similar tender related to the services being procured by the client, with a total of not less than **SR300,000** within the last 4 years. Client list must be attached/and/or Completion Certificate of 3 similar tenders.

The term “similar” refers to contracts which are closest to the contract being tendered, or are very closely related, associated with this tender The client is procuring.

This information in relation to the experience, should be presented in the format provided in the **Technical Format 2 (part a)**

ii. Evidence of the Bidder’s capability to undertake the tender.

The information required as evidence to prove that the bidder has a team (employees) capable of performing the tender described in Scope of Service.

The Bidder must provide the names and qualifications of the personnel that will be designated to perform the key tenders, in the form of the individual’s curriculum vitae. It should be noted that all staff proposed for the tender s, must have proof of relevant experience.

This information in relation to the capacity, should be presented in the format provided in **Technical Format 2 (part b)**

Note that the technical part of the proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the Financial Proposal Envelope.

C. Methodology and organization of work.

This should be submitted in the form of a Gantt Chart to show the schedule of tasks to be carried out.

D. Financial proposal

The Financial Proposal shall be prepared using the Standard Forms provided in Section 7 – Financial Format 3

4.10. Bidder’s Bid

Each bidder shall submit only one (1) bid. A bidder who submits or participates in more than one (1) bid shall be disqualified.

4.11. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and the client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.12. Pre-Tender Meeting

A **MANDATORY** Pre-tender meeting has been scheduled at the place, time and date as mentioned in the Bid Information Sheet.

Bidders or their authorized representatives will be required to sign the Attendance Register in evidence of their attendance of the meeting.

A copy of the Minutes of the Pre-tender Meeting will be made available by the client to all bidders who were present during the meeting.

Bidders who fails to attend the meeting will be disqualified during the Tender Evaluation Process.

4.13. Clarification of Bidding Documents

Bidders shall not be allowed to seek any clarifications of the Bidding Documents in person, by telephone or any verbal means.

A prospective bidder requiring any clarification of the Bidding Documents shall notify the client in writing at the address specified in the Bid Information Sheet not later than seven (7) days prior to deadline of submission of bids.

The client shall respond to any request for clarification, provided that it is received no later than five (5) days prior to deadline of submission of bids.

Copies of the client's response having any incidence in the preparation of bids will be forwarded to all those who have acquired the Bidding Documents directly from the client, including a description of the enquiry without disclosing the source.

Should the clients deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under Clause 4.14 of the ITB.

4.14. Amendment of Bidding Document

At any time prior to the deadline for the submission of bids, the client may modify the Bidding Documents by issuing addenda. This may be done either on the client's own initiative or in response to a clarification request from a prospective bidder.

Any addendum thus issued shall be part of the Bidding Document and shall be communicated in writing to those who obtained the Biding Document directly from the client.

Such addendum shall be binding on the prospective bidders, and the prospective bidders shall be required to acknowledge receipt of each addendum in writing to the client before the time and date established for opening of bids.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the MOFEPT may, at its discretion extend the deadline for submission of bids, as necessary in accordance with Clause 4.23 of the ITB.

4.15. Language of Bid

Bids should be submitted in ENGLISH.

4.16. Structuring of Bid Selection Process

One envelopes system has been envisaged under this Tender Document i.e., Bidders have to submit both Technical Bid and Financial Bid together in response to this Tender Document in same sealed envelopes.

In the First Stage, Technical Bids shall be evaluated as per Minimum Eligibility Criteria only bidders scoring 75% and above shall move to the second stage whereby financial bids shall be ranked.

4.17 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL

After Technical Proposal evaluation, the client shall notify those bidder/s whose proposals did not meet the minimum qualifying mark or were considered Non-responsive to the ITB, indicating that their Financial Proposals will be returned after completing the selection process. The client shall simultaneously notify the bidder/s who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals in their presence and stating that the opening ceremony is open to those bidder/s who choose to attend. The opening date shall not be more than three (3) days after the notification date. The notification may be sent by registered letter or/and electronic mail.

4.18 Financial Bids/Bid Prices

The prices quoted should be without any conditions.

- (i) The bid price should be in Seychelles Rupees (SCR)
- (ii) All the items in the Price Schedule shall be quoted for. Failure to fully complete the Price Schedule will render the bid to be unresponsive.
- (iii) The Financial Bid shall be on a fixed price basis and shall remain fixed during the Bidder's performance of the Contract and not subjected to variation on any account, unless otherwise specified.

A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected unless adjustable price quotations are permitted.

- (iv) It is the responsibility of the bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost on the Financial Bid.
- (v) The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tenders or tenders not submitted as per the Instructions to Bidders is liable to be rejected.

4.19 Bid Validity

Bids shall remain valid for a period of 180 (one hundred and eighty) days from the Date of Tender Opening.

The client reserves the right to reject any response to Tender Document, which does not meet the aforementioned validity requirement. The client may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

A Bidder agreeing to the request will not require or permitted to otherwise modify the bid.

4.20 Non-Transferable Bid

Neither the Contract nor any rights granted under the Contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Service Provider, and any such attempted sale, lease, tender or otherwise transfer shall be void and of no effect. The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Service Provider under the Contract.

4.21 Deviations

The bidder should clearly read and understand all the terms and conditions, specifications etc... mentioned in the Tender Document. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original Tender Documents. If this condition is not complied with, the tender will be rejected.

4.22 Sealing and Marking of Bids

All completed tender documents shall be submitted in a sealed envelope marked **“TENDER FOR SECURITY ASSESMENT FOR GOS”**.

4.23 Deadline for Submission of Bids

The bid duly filled must be submitted at the address specified, not later than the date and time mentioned in the **“Bid Information Sheet”**.

Any bids received by the client after the deadline for the submission of bids, shall be declared late, rejected and returned unopened to the bidder.

The client may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 4.14 of the ITB, in which case all rights and obligations of the client and bidders, previously subject to the original deadline, will then subject to the new deadline.

4.24 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in the Bid Information Sheet.

Each bidder's modification or withdrawal notice shall be prepared, sealed and marked and delivered in accordance to Clause 4.22 of the ITB, with the outer and inner envelopes additionally marked **“MODIFICATION”** or **“WITHDRAWAL”** as appropriate.

No bid may be modified after the deadline for submission of bids.

4.25 Discounts

Bidders may only offer discounts to, or otherwise the prices of their bids by submitting bid modifications in accordance with Clause 4.24 of the ITB, or included in the original bid submission.

Discounts will be considered only if read out at Tender Opening.

4.26 Bid Opening

Bids shall be opened at the address mentioned in the "Bid Information Sheet" on the date and time prescribed, in the presence of bidders or their authorized representatives, who wishes to attend the opening of the tenders.

Bidders or their authorized representatives who are present shall sign the Attendance Register in evidence of their attendance.

The bidders' names, the absence or presence of the Technical and Financial Proposals, the Bid prices, any discounts, Bid modifications or withdrawals, or any other details as the client may consider as appropriate will be announced and recorded at the time of Bid Opening.

Bids or modifications that are not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.

In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.

4.27 Process to be Confidential

Information relating to the examination, evaluation, comparison, 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 information on contract award is communicated to all bidders.

Any effort by a bidder to influence the client in the examination, evaluation, comparison and post qualification of bids or Contract Award decisions will result in the rejection of its bid.

4.28 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the client, may at the client's discretion, ask the Bidder for clarification of the Bidder's bid, including breakdowns of the prices and other information that the client may require.

The request for clarification and the responses shall be in writing via email or facsimile, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to conform the correction of arithmetic errors discovered by the client in the valuation of the bids in accordance with Clause 4.27 of the ITB.

4.29 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the client will determine whether each bid:

- (a) has been properly signed; and
- (b) is substantially responsive to the requirements of the Bidding Documents

A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. For the purpose of this Clause, a material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Services;

- (b) which limits in any substantial way, inconsistent with the Bidding Documents, the client rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it shall be rejected by the client, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

4.30 Errors and Omissions

In the examination of substantially responsive bids, the client shall distinguish between errors and omissions that are properly subject to correction and those that are not.

A Bidder should not be automatically disqualified for not having presented complete information, either unintentionally or because the requirements in these Bidding Documents were not sufficiently clear.

Provided that the error or omission in question is subject to correction generally a situation arising in the context of issues relating to data, information of a factual or historical nature, or issues that do not affect the principle that bids should be substantially responsive, the client must permit the Bidder to promptly provide the missing information or correct the mistake.

However, there are certain basic errors or omissions which, because of their nature are not subject to correction. Examples of these are failure to sign a bid or submit a guarantee.

The Bidder may not be permitted to correct errors or omissions that alter the substance of an offer, constitute material deviation or reservation, or in any way improve it.

4.31 Correction of Errors

Bids determined to be substantially responsive shall be checked by the client for any arithmetic error. Errors shall be corrected by the client as follows;

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

The amount stated in the bid shall be adjusted by the client in accordance with the above procedure for the correction of errors and with concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid shall be rejected.

4.32 Evaluation and Comparison of Bids

After the deadline for bid submission as stipulated in Bid data sheet, the Technical Proposal shall be opened immediately at the place and time stipulated in the Bid data sheet. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client, up to the time for public opening of financial proposals.

An independent Evaluation Committee appointed by the client, in accordance with Section 41 of the PPA 2008, shall undertake the evaluation of the bids,

The Bid Evaluation Committee conducting the evaluation of the Technical Proposals, shall have no access to the Financial Proposals until the technical evaluation is concluded

The evaluation of the technical proposal shall be conducted in two steps.

Step 1. To determine the eligibility compliance in accordance with the requirements of 4.9.1

Step 2 To evaluate the Technical Proposals on the basis of their responsiveness to the requirements of the Scope of Service and applying the evaluation criteria, sub- criteria, and point system specified in the **Section 4**. Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender documents or if it fails to achieve the minimum technical score indicated in the **Data Sheet**

Only bidders scoring 75% and above shall move to the second stage whereby financial bids shall be ranked.

4.33 Award Criteria

The client will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and has been determined as the lowest evaluated Bid.

4.34 Notification of Award and Signing of the Agreement

Following the identification of the successful Bidder(s) and subject to the Notification of the Best Evaluated Bidder and the time period referred to, in accordance with Section 82 of the PPA 2008, the client shall issue award to the selected Bidder.

The award shall be made by means of a letter (hereinafter and in the GCC called the “Letter of Bid Acceptance”). It will state the sum that the client will pay to the Bidder in consideration of the execution of the Services by the Bidder as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

The Letter of Bid Acceptance will constitute the formation of the Contract.

The Contract, in the form provided in the Bidding Documents, will incorporate all agreements between the client and the successful Bidder. It will be signed by the client and sent to the successful Bidder along with the Letter of Bid Acceptance. Within fourteen (14) days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the client.

Within fourteen (14) days from the receipt of the Notice of Award, the successful Bidder shall post the required Performance Security, sign and date the Contract and return it to the client.

4.35 Performance Security

To guarantee the faithful performance by the successful Bidder of its obligations under the Contract, the Bidder shall post a Performance Security from a reputable bank or insurance company acceptable to the client. The Performance Security shall be unconditional and irrevocable and shall cover the sum of 10% of the Contract value and be valid until the issuance of the Final Acceptance Certificate.

The bank or insurance company providing the Performance Security shall undertake to pay the client on the first written demand, declaring the supplier to be in default under the Contract, without whatsoever right of objection and without the client first making a claim to the Contractor, any sum or sums within the limits of the guaranteed amount. The Security shall state that no addition or modifications of the Contract shall release the bank or the insurance company from its obligations.

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient grounds for the annulment of the Award of Contract.

4.36 Challenges and Appeals

If, after notification of award, a Bidder who is aggrieved by the decision of the client shall have ten (10) days to forward its Challenge to the client at the address specified in the Bid Information Sheet, accompanied by a free of non – refundable of SR 300.00. The MOFEPT will promptly respond in writing to the unsuccessful Bidder.

Should the bidder still feel aggrieved with the decision of the client, the Bidder shall have another ten (10) days to submit its appeal to the Review Panel at the address specified in the Bid Information Sheet, who will address its request within thirty (30) days of the notification. The appeal shall be accompanied by a free of non – refundable of SR 500.00.

4.37 Procuring Entity's Right to Accept any Bid and to Reject and or all Bids

Notwithstanding Clause 3.25 of the ITB, the client reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

4.38 Important Notes to Bidders

- (i) All specifications of the tender are subjected to the client's requirements (Section 4), in line with Section 47 of the PPA 2008.
- (ii) The Evaluation of the bids received will be undertaken by an Adhoc Evaluation Committee in line with Section 41 of the PPA 2008 according to the Evaluation Criteria in Section 4.
- (iii) The Recommendation for the Award of Contract shall be submitted and signed by the Adhoc Evaluation Committee.
- (iv) Wherever information has been sought in specified formats, the Bidders shall in the details as per the prescribed formats and shall refrain from deviations and referring to any other document for providing any information required in the prescribed format.
- (v) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes misleading statement in its response to the Tender Document, in any manner whatsoever, the client reserves the right to reject such response to the Tender Document and/or cancel the Notice of Award, if issued. Bidder shall solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- (vi) Response submitted by the Bidder shall become the property of the client and the client shall have no obligation to return same to the Bidder.
- (vii) Bidders are to note that they are liable to be disqualified at any time during the bidding process in case any of the information furnished by them is not found to be true. The decision of the client in this respect shall be final and binding.

- (viii) The Bidder must obtain for itself on its own responsibility and its own cost all the information including risks and contingencies. It shall also carefully read and understand all its obligations and liabilities given in the Tender Documents.

- Section 3 -

SCOPE OF SERVICES

3.0 SCOPE OF SERVICES

The appointed Service Provider will be responsible to;

1. **Identify** and **assess** the overall security risks and vulnerabilities at these Premises listed in the Annexes.
2. **Produce** a Security Risk Assessment Report, (the “Report”) for all these Premises which would comprise of;
 - i. **recommended options** and associated resources to mitigate or eliminate threats and vulnerabilities and
 - ii. make **recommendations to** render the provision of security services more cost effective and thus **enhance the value for money** principle.
3. The report should include a complete preliminary objective plan with cost estimates where required for: CCTV systems layout, alarms, sensors and lightening layout or any other innovative security solution

As a Guideline for the preparation of the “Report”, the Security Risk Assessment Report should cover, as a minimum, the following elements for all the respective Premises;

A.

| | Observed Strengths | Observed Weaknesses | Proposed Action Plan | Comments (if any) |
|---|--------------------|---------------------|----------------------|-------------------|
| 1. Physical Security. | | | | |
| a. Security of students/ patient/ Staff . | | | | |
| b. Employee Security. | | | | |
| c. Security of Materials, Equipment and other assets | | | | |
| d. Access Control <ul style="list-style-type: none"> • into the premise. • within the School/ Health Centre. | | | | |
| 2. Emergency response | | | | |
| 3. CCTV as an option to improve the security on the premise. -other surveillance, detection, safeguarding etc., options to improve general security on the premise. | | | | |
| 4. Other Observations Eg. Presence or absence of Amenities (Security kiosk, Toilets etc..) for security service providers' | | | | |

- B. To provide a complete preliminary objective plan with cost estimates where required for: CCTV systems layout, alarms, sensors and lightening layout or any other innovative security solution

3.1. PROJECT MANAGEMENT

The appointed Service Provider will be required to work in close collaboration with the Sensitive & Strategic Building Security and the Ministry of Finance, Trades and Economic Planning (see attached Appendix 2 proposed requirement)

3.2. TIMEFRAME

The appointed service provider will be required to deliver the above-mentioned scope of work within two (2) weeks from letter of award.

3.3. SECURITY BACKGROUND CHECKS

The client reserves the right to conduct Security background checks in respect of the selected bidders, their Directors and staff.

- Section 4 -

BID EVALUATION

4. BID EVALUATION

The bids, which are determined as substantially responsive, shall be evaluated by the Adhoc Evaluation Committee of the MOFEPT for technical compliance and then price aspects.

The Bidder must submit all necessary authentic data with necessary supporting documents of the various items of the technical evaluation criteria as per Clause 3.23 of this Tender Document, failing which his/her tender is liable to be rejected.

The proposals will be evaluated in two stages, namely:

- (i) Stage 1- Technical
- (ii) Stage 2- Financial

1.1 Technical Evaluation

Bidders will be evaluated on the basis of “Minimum Eligibility Criteria” and the criteria for evaluation of Technical Bids will be given as below.

Only Bidders who score above 75% or more in stage 1 would be qualified to move to financial and be evaluated further in stage 2 and therefore eligible for the award.

| ITEM | Weight |
|--|------------|
| STAGE 1 OF EVALUATION – TECHNICAL | |
| a. Previous Experience | 30 |
| b. Capacity and Expertise | 45 |
| c. Methodology | 25 |
| TOTAL | 100 |
| STAGE 2 OF EVALUATION – FINANCIAL | |
| a. Price | Least cost |

Bidders will be evaluated according to the following

I. Technical consists of the following:

| | |
|--|------------|
| Technical | 100 |
| 1. Previous experience. (total for number of certificate & value of contracts) | 40 |
| The Service provider must demonstrate experience in security services by providing completion certificates/Reference Letter of security related assessment carried out. | |
| Number of Certificates | |
| (i) More than Three (3) Completion Certificates | 10 |
| (ii) Two (2) Completion Certificates. | 7 |
| (iii) One (1) Completion Certificates | 4 |
| Value of contracts | |
| (iv) Certificates with value of more than SR750,000.00 | 30 |
| (v) Certificates with value exceeding of SR500,000 - SR750,000.00 - . | 20 |
| (vi) Certificates with value of SR300,000.00 –SR500,000 | 10 |
| 1. Capacity and expertise to undertake the work | 45 |
| The provider’s technical team assigned to undertake the project must have relevant experience of executing similar services | |
| Key Personnel: Team Leader | 20 |
| Project leader have a qualification suitable for Object Plan Design and in Installation of CCTV Cameras or of similar nature and must have lead in more than three (3) projects of CCTV Security Camera installation and risk assessments of similar nature in similar environments. | 20 |
| Project leader have a qualification suitable for Object Plan Design and in Installation of CCTV Cameras or of similar nature and must have lead in more than three (2) projects of CCTV Security Camera installation and risk assessments of similar nature in similar environments | 15 |
| Project leader have a qualification suitable for Object Plan Design and in Installation of CCTV Cameras or of similar nature and must have lead in more than one (1) projects of CCTV Security Camera installation and risk assessments of similar nature. in similar environments | 10 |
| Project leader have a qualification suitable for Object Plan Design and in Installation of CCTV Cameras or of similar nature but the project leader never been a leader in the project of this nature in similar environments | 5 |

| | |
|--|-----------|
| Key Personnel: CCTV security expert | 15 |
| Team Expert be certified in CCTV security or installation technological frameworks for security and must have been involved in more than three (3) projects of similar assessments in similar environments | 15 |
| Team Expert be certified in CCTV security or installation technological frameworks for security and must have been involved in more than two (2) projects of similar assessments in similar environments | 10 |
| Team Expert be certified in CCTV security or installation technological frameworks for security and must have been involved in more than a single (1) projects of similar assessments in similar environments | 5 |
| Key Personnel for Static security | 10 |
| Team Expert be certified in Static security or have worked as a security professional for over 10years with a good reputation. He must have been involved in projects of similar assessments in similar environments | 10 |
| Team Expert be certified in Static security or have worked as a security professional for over 5 years with a good reputation. He must have been involved in projects of similar assessments in similar environments | 7 |
| Team Expert be certified in Static security or have worked as a security professional for less 5 years with a good reputation. He must have been involved in projects of similar assessments in similar environments | 4 |
| 2. Methodology (Gant chart) | 15 |
| The appointed Service Provider will be responsible to prepare a work methodology on a Gantt chart clearly showing all the deliverables. | |

1.2 Financial Bid Evaluation

The complete financial proposal shall be in the format as provided in Section 7.

The Price Evaluation will be calculated by ranking the bids accordingly to their bid price after passing stage 1.

- Section 5 -

GENERAL CONDITIONS OF CONTRACT (G.C.C)

GENERAL CONDITIONS OF CONTRACT

Table of Clauses

| | | |
|-----|---|----|
| 1. | Definitions | 23 |
| 2. | Application | 25 |
| 3. | Contract Documents | 25 |
| 4. | Independent Relationship | 25 |
| 5. | Governing Language | 25 |
| 6. | Joint Venture, Consortium or Association | 25 |
| 7. | Notices | 25 |
| 8. | Governing Law | 25 |
| 9. | Resolution of Disputes | 25 |
| 10. | Deliverables | 26 |
| 11. | Supplier's Obligation for the Services | 26 |
| 12. | Contract Price | 28 |
| 13. | Payment | 28 |
| 14. | Performance Security | 29 |
| 15. | Use of Contract Documents and Information | 29 |
| 16. | Subcontracts | 30 |
| 17. | Insurance | 30 |
| 18. | Liquidated Damages | 30 |
| 19. | Warranties, Confirmation and Undertakings | 30 |
| 20. | Change in Laws and Regulations | 32 |
| 21. | Force Majeure | 32 |
| 22. | Contract Amendments | 33 |
| 23. | Delays in the Supplier's Performance | 33 |
| 24. | Termination for Default | 33 |
| 25. | Termination for Insolvency | 34 |
| 26. | Termination for Convenience | 34 |
| 27. | Termination for Force Majeure | 35 |
| 28. | Termination by Supplier | 35 |
| 29. | Transition | 35 |
| 30. | Publicity and Use of the Name, Trademark and Logo | 36 |
| 31. | Suspension of GOS Funds | 36 |
| 32. | Tender | 36 |

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following Terms shall be interpreted as indicated:

- (i) "The Contract" means the Agreement entered into between the Client and the Supplier, as recorded in the Article of Agreement sign by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the supplier under the Contract for the full and proper performance;
- (iii) "Related Goods" means those goods, if any, necessarily required for and/or resulting from providing the Services;
- (iv) "The Services" means and all services to be provided by the Supplier under the Contract, including but not limited to report, design work, creation or licensing property, training, installation, maintenance, repair or other after-sales service;
- (v) "Deliverables" means the Services and, if applicable, the Goods identified in the Contract;
- (vi) "Delivery Date(s)" means, as applicable, the exact or latest possible dates(s) by which the Supplier shall provide the Services or deliver the Goods under the Contract;
- (vii) "Equipment" means, if applicable, all equipment, machinery or movable property to be provided, serviced or used by the Supplier under the Contract;
- (viii) "Place(s) of Delivery" means the location(s) where the Services are to be rendered and, if applicable, the Goods are to be delivered under the Contract named in the SCC.
- (ix) "Contract Price(s) or 'Price(s)' means the prices(s) of the Deliverables
- (x) "GCC" means the General Conditions of the Contract;
- (xi) "SCC" means the Special Conditions of Contract;
- (xii) "The Client" means the organization acquiring the Services named in the SCC
- (xiii) "The Client's Country" is the country named in the SCC
- (xiv) "Supplier" means the individual or firm supplying the Services under this Contract;
- (xv) "Party" or "Parties" means either or both the Client and the Supplier, as the context requires;
- (xvi) "GOS" means the Government of Seychelles
- (xvii) "Days" means Calendar day

2. Application

- 2.1 These terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Contract Documents

- 3.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory.

4. Independent Relationship

- 4.1 The Supplier is engaged as an independent contractor for the sole purpose of providing the Deliverables. Nothing in the Contract shall be construed as creating a partnership, joint venture, agency or employer-employee agreement of any kind. Neither Party shall be authorized to bind the other legally, financially or otherwise except as explicitly indicated in the Contract.

5. Governing Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Client, shall be written in English. All correspondences and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium or association, all the parties shall be jointly and severally liable to the Client 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 Client.

7. Notices

- 7.1 Any notice given by one party to the other pursuant to this Contract, shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the SCC.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8. Governing Law

- 8.1 The Contract shall be interpreted in accordance with the Laws of the Seychelles.

9. Resolution of Disputes

- 9.1 The Client 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.

- 9.2 If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Supplier have been unable to resolve amicably a Contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

10. Deliverables

- 10.1 The Services supplied under this Contract shall conform to Terms of Reference or Technical Specifications of the Contract and are free from any right or claim of a third party,
- 10.2 The Supplier shall provide the Services at the location(s) and during the time period specified in the Specifications or in the SCC or otherwise agreed in writing between the Parties.
- 10.3 The duly authorized representative(s) of the Client shall have the right, before payment, to evaluate the Deliverables under the Contract and to verify that all the Deliverables are in compliance with the Contract, including any acceptance criteria therein. The Supplier shall provide all necessary facilities for such an evaluation.

11. Supplier's Obligations for the Services

- 11.1 The Services shall be rendered in accordance with the location(s) commencement and completion dates and any other requirement specified in the Contract.
- 11.2 The Services shall be performed with due care, efficiency and diligence, in accordance with the best industry practices.
- 11.3 The Supplier shall adhere to the highest standard of care in safeguarding or using the Clients property while such property is in its possession or subject to its care, custody of control, and the Contractor shall be responsible for any loss or damage resulting from its failure to do so.
- 11.4 Any correction or re-performance of any Service reasonably required by the Client in its sole judgement shall be done at the expense of the Supplier.
- 11.5 The Supplier shall immediately notify the Client in writing, if;
- (a) the Supplier merges with, acquires, or transfers all or substantially all of its assets to another entity;
 - (b) any person or entity acquires directly or indirectly the majority of the beneficial ownership rights of the Supplier;
 - (c) the Supplier is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations or liabilities;
 - (d) the Supplier is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation or any such other equivalent process;

- (e) the Supplier's financial condition becomes significantly unstable and threatens to jeopardize the Supplier's ability to perform its obligations under the Contract;
 - (f) the Supplier loses any license or authorization required to perform its obligations under the Contract; or
 - (g) the Supplier faces any event beyond its control or a situation that makes it impossible for it to carry out its obligations under the Contract.
- 11.6 The Client and the Supplier shall, without prejudice to any other provisions of the Contract, meet and discuss and use reasonable endeavors to agree alternative agreements to ensure full performance of the Contract under any or all the circumstances listed in Sub-Clause 11.5.
- 11.7 The Supplier shall obtain certificates, permits, approvals, licenses and other documents required under applicable laws and regulations which are required in order to perform the Services and provide the Related Goods under the Contract.
- 11.8 The Supplier shall, at all times, provide the Client with an adequate number of suitably qualified and experienced managerial, service and support staff, as appropriate, to perform the Services in accordance with the Contract. The Supplier shall supervise and control the Supplier's personnel at all times.
- 11.9 The Supplier shall obtain the Client's prior approval in writing before appointing and replacing any Supplier-Related Person who will work on the Client's premises. The Client may request the withdrawal or replacement of any of the Supplier-Related Person, if the Client finds their qualifications and training to be inconsistent with the personal and professional qualifications agreed with the Supplier and/or their performance to be inadequate.
- 11.10 The withdrawal or replacement of the Supplier-Related Person shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract. All expenses related to the withdrawal or replacement of the Supplier's personnel shall, in all cases, be borne exclusively by the Supplier.
- 11.11 Prior to employing individuals or subcontractors to work under this Contract on the Client's premises, the Supplier at its own expense, perform or cause to be performed the relevant background checks, and maintain, or cause to be maintained, the results of the background checks on its employee's and its subcontractor's employee's file in accordance with the applicable laws to ensure that reliable and competent individuals are selected.
- 11.12 Within one (1) working day after learning that any Supplier-Related Persons who have access to the Client's Premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Supplier shall provide written Notice to inform the Client about the particulars of the charges then known and shall continue to inform the Client concerning all substantial development regarding the disposition of such charges.
- 11.13 If the nature of the Services requires, the Supplier shall distinctly identify its personnel engaged to work on the Client's Premises so that it clear that they

are not the Client's personnel. The Supplier's personnel shall remain within the location(s) /area(s) where they are authorized to be and/or assigned.

- 11.14 The Supplier shall ensure that all the Supplier's personnel behave in accordance with generally acceptable professional standards and good industry practice in performing the Services under the Contract. The Supplier shall further require its personnel to comply with the Client's safety and security regulations and other regulations concerning the movement and conduct of persons on the Client's Premises, including but not limited to, the requirement to wear appropriate identification cards while on the Client's Premises.
- 11.15 The Supplier shall ensure that terminated or separated Supplier's personnel return the identity cards to the Client no later than the last working day in the event the Client issues identity cards for the Supplier's personnel.
- 11.16 In rendering the Service, the Supplier nor its personnel shall neither discriminate against the Client personnel either directly or indirectly on the basis of race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age nor engage in or condone sexual harassment of any form.
- 11.17 The Supplier shall, when working on the Client's Premises, perform its obligations under the Contract with the Client's policy to, amongst others, conserve energy, water, wood, paper or other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and environment.
- 11.18 The Supplier shall comply with health and safety measures of the Client. The Supplier shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Client shall promptly notify the Supplier of any health and safety hazards which may exist or arise on the Client's Premises and which may adversely affect the Supplier in performing its obligations under the Contract.
- 11.19 The Supplier shall notify the Supplier immediately of any incident occurring in connection with or as a result of performing its obligations under the Contract on the Client's Premises, particularly where the incident causes any personal injury or damage to property which could give rise to personal injury.
- 11.20 The Supplier is deemed to be the prime contractor under this Agreement and the Supplier shall assume full responsibility for the provision of the required Services.

12. Contract Price

- 12.1 Prices charged by the Supplier for Services delivered under this Agreement shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC or in the Client's request for Bid Validity extension, as the case may be.

13. Payment

- 13.1 In consideration for payment, the Supplier shall;

- (a) Provide the Services as per the Deliverables in accordance with GCC Clause 10;
 - (b) Comply with the provisions of GCC Clause 11;
 - (c) Comply with the Special Conditions of Contract (SCC)
- 13.2 The method and conditions of payment to be made to the Supplier under this Agreement shall be specified in the SCC
- 13.3 The Supplier's request(s) for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the Services delivered and upon fulfillment of other obligations stipulated in the Agreement.
- 13.4 Payment shall be made promptly by the Client, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Client has accepted it.
- 13.5 The Supplier shall be entitled to interest due on late payments by the Client at the rate specified in the SCC.
- 13.6 The currency or currencies in which payment is made to the Supplier under this Agreement shall be specified in the SCC subjected to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
- 13.7 Any and all taxes applicable to the provision of the Services under and in accordance with this Agreement will be the sole responsibility of the Supplier and the Supplier so acknowledges and conforms.

14. Performance Security

- 14.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Client the Performance Security in the amount specified in the SCC.
- 14.2 The proceeds of the Performance Security shall be payable to the Client as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 14.3 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Client and shall be in one of the following forms:
- (i) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Client's country or abroad, acceptable to the Client, in the form provided in the bidding documents or another form acceptable to the Client.
- 14.4 The Performance Security will be discharged by the Client and returned to the Supplier not later than thirty (30) 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.

15. Use of Contract Documents and Information

- 15.1 The Supplier shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any plan, relevant data, documents, materials or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 15.2 The Supplier shall not, without the Client's prior written consent, make use of any document or information enumerated in GCC Clause 15.1 except for purposes of performing the Contract.
- 15.3 Any document, other than the Contract itself, enumerated in GCC Clause 15.1, shall remain the property of the Client and shall be returned (all copies) to the Client on completion of the Supplier's performance under the Contract if so required by the Client.
- 15.4 The obligations of confidentiality specified in GCC Clause 15 shall not apply to any information, including Confidential Information that:
- (a) is in the public domain at the date of this Contract or subsequently becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of GCC Clause 15);
 - (b) was made available to the receiving Party other than pursuant to a breach of confidence on a non-confidential basis before disclosure by the receiving Party under this Contract;
 - (c) the Parties agree in writing that the information is not confidential or may be disclosed; and
 - (d) is developed by or for the receiving Party independently of and without reference to any information disclosed by the disclosing Party

16. Subcontracts

- 16.1 The Supplier shall not subcontract without prior written authorization from the Client nor cause the Agreement to be performed in fact by third parties. The Supplier shall not subcontract any part of the Services without the consent of the Client.
- 16.2 Even where the Client authorizes the Supplier to subcontract to third parties, he shall none the less remain bound by his obligations to the Client under the Contract and shall bear exclusive liability for proper performance of the Contract.

17. Insurance

- 17.1 For the entire duration of the Contract, the Supplier shall maintain insurance coverage, in amounts required by applicable law or in the absence of legal obligations in amounts consistent with industry standards, for, at a minimum:
- (i) third-party claims for death, bodily injury and loss of or damage to property arising from or in connection with provision of the Deliverables; and
 - (ii) workers' compensation.

18. Liquidated Damages

- 18.1 Subject to GCC Clause 30, if the Supplier fails to satisfactorily perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Client shall, without prejudice to its other remedies under this 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 unperformed Services for every day or part thereof of delay until actual delivery or performance, up to a maximum, as specified in the SCC, is reached.
- 18.2 Once the maximum is reached, the Client may consider termination of the Contract in whole or part, without prejudice to other courses of action and remedies for breach of Contract.

19. Warranties, Confirmation and Undertakings

- 19.1 The Supplier warrants, confirms and undertakes that;
- (i) it has the authority and right under the law to enter into, and to carry out its obligations and responsibilities under this Agreement and to perform the Services hereunder;
 - (ii) it is entering into this Agreement with full understanding of its material terms and risks and is capable of assuming those risks;
 - (iii) it is entering into this Agreement with and has all understanding of its obligations with regards to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;
 - (iv) it has taken all and any actions necessary to ensure that it has the power to execute and enter into this Agreement;
 - (v) as of the date the Contract becomes effective, all information contained in the Supplier's bid or proposal remains true, accurate and not misleading, except those that the Supplier may have specifically disclosed in writing to the Client before signing the Contract;
 - (vi) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the Supplier or any of its assets that could adversely affect the Supplier's ability to perform the Services and provide the Related Goods under the Contract;
 - (vii) it is not subject to any contractual obligation that would adversely affect the Supplier's ability to perform the Services and provide the Related Goods under the Contract; nor has the Supplier done or omitted to do anything that could adversely affect its assets, financial condition or position as a going business concern;
 - (viii) it has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Supplier's assets or

revenue. The Supplier expressly warrants its financial viability.

- (ix) The Client shall promptly notify the Supplier in writing of any claims, stating the nature of such defects together with available evidence thereof, arising under this warranty. The Client shall afford all reasonable opportunity for the Supplier to inspect such defects.
- (x) Upon receipt of such notice, the Supplier shall, within the period specified in the S.C.C. and with all reasonable speed, rectify the anomaly thereof, without cost to the Client other than, where applicable.
- (xi) If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the S.C.C., within a reasonable period, the Client may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Client may have against the Supplier under the Agreement.

19.2 The Supplier further warrants that the Services shall be provided in good faith, with due professional care and in a manner that meets or exceeds prevailing industry standards and that the Services and/or Related Goods do not infringe any third party trade secret, copyright, patent or trademark.

19.3 The Supplier warrants that Related Goods supplied under this Contract have no defects/s arising from design, materials, workmanship; or damage resulting from any act or omission of the Supplier and/or the Supplier-Related Person, or those that may develop under normal use of the Related Goods, and that will be fit for their intended purpose.

20. Change in Laws and Regulations

20.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulations, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Client's country that subsequently affected the performance of the Services 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 separately paid or credited if the same has already been accounted for in the price adjustment provision where applicable, in accordance with GCC Clause 12.

21. Force Majeure

21.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default for any delays in performance or other failure to perform its obligations under the Contract as a result of Force Majeure.

21.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to,

acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client 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.

22. Contract Amendments

- 22.1 The Client and the Supplier shall not vary or modify the terms and conditions of the Contract except by prior written amendments duly executed by the Parties.
- 22.2 Subject to GCC Clause 22.1 above, changes in the Scope of Services, either requested by the Client or necessitated by other events or conditions, which are acknowledged and agreed by both Parties, that would increase or decrease the cost or time needed to perform the Services shall be cause for an equitable increase or decrease in the remuneration agreed under the Contract and/or modification or extension of the schedule for performing of the Services. For the avoidance of doubt, the Supplier shall not be entitled to request price adjustments as result of fluctuations in foreign exchange rate, an increase in the Supplier's actual or contingent costs or on any other similar grounds.
- 22.3 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties have agreed otherwise pursuant to an amendment concluded in accordance with GCC Clause 22.1.

23. Delays in the Supplier's Performance

- 23.1 Performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Client in the Schedule of Requirements.
- 23.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Client shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 23.3 Except as provided under GCC Clause 21, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 23.2 without the application of liquidated damages.

24 Termination for Default

- 24.1 The Client, without prejudice to any other remedy for breach of Contract by written notice or default sent to the Supplier, may terminate this Contract in

whole or in part, by means of a written Notice, specifying the reasons for the default if;

- (i) if the Supplier fails to perform the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Client pursuant to GCC Clause 22; or
- (ii) if the Supplier fails to perform any other obligation(s) under the Contract.

24.2 Suppliers are required to observe the highest standards of ethics during the procurement and execution of contract. If the Supplier, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of these provisions, the terms set forth below as follows:

“Corrupt Practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition”.

“collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to 4 influence improperly the actions of another party;

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

24.3 In the event the Client terminated the Contract in whole or in part, pursuant to GCC Clause 24.1, the Client may procure, upon such terms and in such manner as it deems appropriate, the Services similar to those undelivered and the Supplier shall be liable to the Client for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.4 Any communications between the Supplier and the Client related to matters of alleged fraud or corruption must be made in writing.

25. Termination for Insolvency

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

26. Termination for Convenience

- 26.1 The Client, by written 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 Client's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 In the event of a termination for convenience, the Supplier shall be entitled to be paid for the Services satisfactorily and properly performed by the Contractor prior to the effective date of the termination, provided however, that such payment shall not exceed the total value of the Contract after adjustment to account for the price associated with the Services not performed. The Supplier shall not be allowed, and expressly waives, payment for profit on Services which was not performed as of the termination date.

27. Termination for Force Majeure

- 27.1 The Client may terminate the Contract, by not less than thirty (30) days' written Notice of termination to the Supplier if, as a result of *Force Majeure*, the Supplier is unable to perform a material portion of the Services for a continuous period not less than thirty (30) days. In the event of termination for *Force Majeure*, the Supplier shall be entitled to be paid for the Services satisfactorily and properly performed prior to the effective date of termination in accordance with the Contract.
- 27.2 The Client may, at any time before the effective date of termination, decide to withdraw the Notice to terminate issued by the Client pursuant to GCC Clause 27.1 or issued by the Supplier pursuant to GCC Clause 28 and notify thereof in writing to the Supplier if the event(s) of *Force Majeure* ceases to exist and the Supplier is able to resume its full performance under the Contract in which case the Supplier shall continue to perform its obligations under the Contract starting from the date determined by the Client.

28. Termination by the Supplier

- 28.1 The Supplier may terminate the Contract by giving not less than thirty (30) days written Notice to the Client:
- (a) If the Client fails to pay any undisputed amount of monies due to the Supplier pursuant to the Contract, within thirty (30) days of receiving written Notice from the Contractor that such payment is overdue; or
 - (b) If, as the result of *Force Majeure*, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

29. Transition

- 29.1 Following expiry or early termination of the Contract, the Supplier shall provide all necessary assistance to ensure the smooth, well-organized and seamless transition to a new or replacement Supplier providing similar services to the Services, if any. For this purpose:
- (a) The Supplier shall perform all outstanding Services until the expiry of the Contract or the date of early termination, whichever is earlier, without

further delay and/or according to a schedule agreed with the Client. The Supplier shall deploy adequate staff of appropriate level or seniority to ensure efficient performance of such outstanding Services, including but not limited to, handing the Services over to the new or replacement Supplier;

(b) The Supplier agrees to transfer or turnover the technology, knowledge or information required to allow continuation of the Services and deploy the required personnel for this purpose at costs chargeable to the new Supplier

29.2 The Client and the Supplier shall agree on other conditions necessary to ensure smooth transition of the business and uninterrupted delivery of the Service.

29.3 These obligations and requirements of the transition as forth in this GCC Clause 29 shall remain effective following any termination of the Contract until such transition period is expired as agreed between the Parties.

30. Publicity and the Use of the Name, Trademark and Logo

30.1 The Supplier shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has contractual relationship with the Client, nor shall the Supplier, in any manner whatsoever use the name, trademark or logo of the Client, or any abbreviation of the name of the Client in connection with its business or otherwise without the written permission of the Client.

31. Suspension of GOS Funds

31.1 In the event GOS suspends the funds to the Client, from which part of the payments to the Supplier, the Client is obliged to notify the Supplier of such suspension within 14 days of having received the GOS suspension notice.

32. Tender

32.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Client's prior written consent.

- Section 6 -

**SPECIAL CONDITIONS OF CONTRACT
(S.C.C)**

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the Terms & Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding Clause number in the Terms & Condition is indicated in parentheses:

1. Definitions (GCC Clause 1)

GCC 1.1 (vii) The Client is: **The Ministry of Finance Trades and Economic Planning**

GCC 1.1 (viii) The Client's Country is the: **Republic of Seychelles**

GCC 1.1 (ix) The Supplier is: _____

GCC 1.1 (x) The Delivery Site shall be at: _____

2. Governing Language (GCC Clause 5)

GCC 5.1 The Governing Language shall be: **English**

GCC 5.2 For the purpose of Translation, the Language shall be: **English**

3. Notices (GCC Clause 7)

GCC 7.1 For notice purposes;

Client's Address: _____

Supplier's Address: _____

4. Resolution of Disputes (GCC Clause 9)

GCC 9.2 The formal mechanism for the resolution to be applied;

For Contracts entered into with Overseas Suppliers:

In the case of a dispute between the Client and Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on the International Trade Law (UNCITRAL) Arbitration Rules.

For Contracts entered into with Local Suppliers:

In the case of a dispute between the Client and the Supplier which is from within the Client's country, the dispute shall be referred to adjudication or arbitration in accordance with the Laws of the Republic of Seychelles.

5. Deliverables (GCC Clause 10)

GCC 10.2 Supplier shall provide the Services on MOFTEP, Liberty House, Victoria

Completion of the Services shall be no later than. September 2020.

6. Contract Price (GCC Clause 12)

GCC 14.1 The prices shall not be adjusted and shall remain firm for the duration of the Contract.

7. Payment (GCC Clause 13)

GCC 13.2 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Seychelles Rupees monthly within 7 working days upon submission of invoice.

GCC 13.6 Payment shall be in Seychelles Rupees.

8. Performance Guarantee (GCC Clause 14)

GCC 14.1 The Performance Guarantee shall be **not more than ten (10%) of the Contract Price.**

9. Liquidated Damages (GCC Clause 18)

GCC 18.1 Applicable Rate for Liquidated Damages:

Maximum Deduction for Liquidated Damages:

10. Warranties, Confirmation and Undertakings (GCC Clause 19)

GCC 19.1 (x) In partial modifications of the provisions, the Warranty period shall be months from the Date of Acceptance of the Goods in accordance with the Terms and Conditions specified in the Bid. The Supplier shall, in addition, comply with the performance specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either;

Make such changes, modifications, and/or additions to the Services or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense.

Or

Pay liquidated damages to the Client with respect to the failure to meet the contractual guarantees in accordance with SCC 9.

GCC 19 (xi) The period for correction of defects in the warranty period is: **from the Date of Notification by the Client.**

END

- Section 7 -

FORMAT FOR SUBMISSION OF BID

7.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 2 and other submission requirements specified in the Tender Document.

- | | |
|-----------------|--|
| FORMAT 1 | Covering Letter |
| FORMAT 2 | Technical Proposal |
| FORMAT 3 | Covering Letter for Financial Proposal and Financial Bid |

The Bidder may use additional sheets to submit the information for his/her detailed responses.

FORMAT 1

COVERING LETTER (To be submitted with the Technical Proposal)

The Principal Secretary
The Ministry of Finance, Economic Planning and Trade
Victoria Liberty House
P.O Box 313

RE: Procurement for a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings

Dear Sir

I/We, the undersigned having read, examined and understood the Instructions to Bidders, Specifications, Conditions of Contract and other relevant documents for the **Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings** hereby submit my/our response to the Tender Document.

I/We confirm that in response to the aforesaid Tender Document, I/We have not submitted more than one response to the Tender Document including this response to the Tender Document.

I/We give our unconditional acceptance to the Tender Document. In token of our acceptance to the Tender Document, the same has been initialed by us and enclosed with response to the Tender Document.

I / We hereby certify that all the statements made and information provided and accompanying statements are true, complete, accurate and correct.

I/We acknowledge that an inaccurate statement or essential omission in a personal declaration or another document required by the Ministry of Finance, Economic Planning and Trade might result in the rejection of our application or any other administrative sanction by the Ministry of Finance Trade and Economic Planning. The Ministry of Finance, Economic Planning and Trade may verify any statements which I made in this application.

I / We have furnished all information required and details necessary for the tender and have no further pertinent information to supply.

I / We also agree that the Ministry of Finance, Economic Planning and Trade their authorized representatives can approach individuals, employers and firms to verify our competence and general reputation.

Yours Sincerely,

NAME OF BIDDER:

.....

BIDDER'S SIGNATURE

.....

TECHNICAL PROPOSAL

Form 1

Bidder Profile

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

As required in section 2.5 of the Bidding Documents, please find below our details.

1. Copy of the Bidder Profile,
2. Copy of Business Registration Certificate,
3. Copy of Valid Tax Clearance Certificate for the Financial Year 2021.

Ensure all relevant documents are submitted.

| | | | |
|--|--|--|---|
| Applicant's status : | Individual <input type="checkbox"/> | Firm/Company <input type="checkbox"/> | Association <input type="checkbox"/> |
| Name : | | | |
| If company / firm / association, provide name of director or CEO: | | | |

Applicant must attach copy of National Identity card & CV of the above mentioned persons, if company /firm /association - registration documents (Certificate of Incorporation, Memorandum & Article of Association) Proof that shareholders are Seychellois citizens.

| | |
|---|--|
| Contact details (address /numbers /e-mail) | |
|---|--|

We understand that failure to submit any of the above mentioned documents will result in our disqualification in this tender process and our Financial Proposal would be returned to us un-opened.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

:

_____ *[Name of Firm]*

:

_____ *[Address:]*

TECHNICAL FORM 2

Experience

Relevant works Carried Out that Best Illustrate Experience and knowledge of the required task.

Provide minimum three (3) client references

[_____ Date]

To: _____ [Name and address of Client]

Dear Sir,

As required in section **3.1.1 (vi)** of the Bidding Documents, please find attached information in relation to our experience and track record.

a. Evidence of the experience of the bidder to carry out the tender.

| Client | Amount | Work description |
|--------|--------|------------------|
| | | |
| | | |
| | | |
| | | |

* Client list must be attached/and/or **Completion Certificate** of the listed above projects.

b. Evidence of the Bidder's capability to undertake the tender.

| Name | Role | Years of Experience | Qualification |
|---|------|---------------------|---------------|
| Team Leader | | | |
| | | | |
| Expert 1 (in CCTV, sensors, lighting and IT background) | | | |
| | | | |
| Expert 2 (static security expert) | | | |
| | | | |

- Attached CV for each personnel.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

Documents in **Envelop 2** (pg. 46-55) – Financial Envelop.

FORMAT 3

FINANCIAL PROPOSAL (FORM OF BID)

Lot 1: Department of Local Government Facilities

The Principal Secretary
The Ministry of Finance, Economic Planning and Trade
Liberty House
Victoria
P.O Box 313

RE: Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings

Dear Sir

I/We, the undersigned enclose herewith the Financial Proposal for selection of my/our Company for the **Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings of the Ministry of Finance, Trades and Economic Planning (MOFTEP)**

I/We, the undersigned agree to contract for, perform and complete the whole of the said contract in conformity with the aforesaid documents for the sum of:
SEYCHELLES RUPEES

TOTAL IN FIGURES (SCR):

.....

TOTAL IN WORDS:

.....

.....

.....

Or such sum as may be ascertained in accordance with the said conditions.

I/ We undertake the complete all obligations under the contact within two (2) months of the date of award of the contract.

I/We agree that my/ our Tender shall remain open for acceptance for a period of one hundred and eighty (180) days from the date of opening of the tender or such further period as may be mutually agreed.

I/ We understand that you are not bound to accept the lowest or any tender and should I/we fail to comply with the instructions to Tenders my/ our tender may not be considered.

This tender has been prepared entirely at my/ our own expenses.

Yours faithfully

NOTE : The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

FINANCIAL BID

| DESCRIPTION | AMOUNT (SCR) | |
|---|---------------------------|--------------|
| | <u>Discounts (if any)</u> | <u>Total</u> |
| <p>Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings</p> <p>a. to assess the existing system in place to identify and make recommendations on various aspects, including both functional and operational requirements,</p> <p>b. Identify security breach on each premises if any and recommendation to improve it,</p> <p>c. to provide a complete preliminary object plan (CCTV System Layout, alarms, sensors and Lightning Layout)</p> | | |

Authorized Signatory: _____

Name: _____

Designation: _____

Name of Company: _____

Address: _____

**FINANCIAL PROPOSAL
(FORM OF BID)**

Lot 2: Ministry of Education & Human Resource Development Facilities

The Principal Secretary
The Ministry of Finance, Economic Planning and Trade
Liberty House
Victoria
P.O Box 313

RE: Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings

Dear Sir

I/We, the undersigned enclose herewith the Financial Proposal for selection of my/our Company for the **Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings of the Ministry of Finance, Trades and Economic Planning (MOFTEP)**

I/We, the undersigned agree to contract for, perform and complete the whole of the said contract in conformity with the aforesaid documents for the sum of:
SEYCHELLES RUPEES

TOTAL IN FIGURES (SCR):

.....

TOTAL IN WORDS:

.....

.....

.....

Or such sum as may be ascertained in accordance with the said conditions.

I/ We undertake the complete all obligations under the contact within two (2) months of the date of award of the contract.

I/We agree that my/ our Tender shall remain open for acceptance for a period of one hundred and eighty (180) days from the date of opening of the tender or such further period as may be mutually agreed.

I/ We understand that you are not bound to accept the lowest or any tender and should I/we fail to comply with the instructions to Tenders my/ our tender may not be considered.

This tender has been prepared entirely at my/ our own expenses.

Yours faithfully

NOTE : The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

| DESCRIPTION | AMOUNT (SCR) | |
|---|--------------------|-------|
| | Discounts (if any) | Total |
| <p>Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings</p> <p>a. to assess the existing system in place to identify and make recommendations on various aspects, including both functional and operational requirements,</p> <p>b. Identify security breach on each premises if any and recommendation to improve it,</p> <p>c. to provide a complete preliminary object plan (CCTV System Layout, alarms, sensors and Lightning Layout)</p> | | |

Authorized Signatory: _____

Name: _____

Designation: _____

Name of Company: _____

Address: _____

(FORM OF BID)

Lot 3: Health Care Agency/Ministry of Health Facilities

The Principal Secretary
The Ministry of Finance, Economic Planning and Trade
Liberty House
Victoria
P.O Box 313

RE: Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings

Dear Sir

I/We, the undersigned enclose herewith the Financial Proposal for selection of my/our Company for the **Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings of the Ministry of Finance, Trades and Economic Planning (MOFTEP)**

I/We, the undersigned agree to contract for, perform and complete the whole of the said contract in conformity with the aforesaid documents for the sum of:
SEYCHELLES RUPEES

TOTAL IN FIGURES (SCR):

.....

TOTAL IN WORDS:

.....

.....

.....

Or such sum as may be ascertained in accordance with the said conditions.

I/ We undertake the complete all obligations under the contact within two (2) months of the date of award of the contract.

I/We agree that my/ our Tender shall remain open for acceptance for a period of one hundred and eighty (180) days from the date of opening of the tender or such further period as may be mutually agreed.

I/ We understand that you are not bound to accept the lowest or any tender and should I/we fail to comply with the instructions to Tenders my/ our tender may not be considered.

This tender has been prepared entirely at my/ our own expenses.

Yours faithfully

NOTE : The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

| DESCRIPTION | AMOUNT (SCR) | |
|---|---------------------------|--------------|
| | <u>Discounts (if any)</u> | <u>Total</u> |
| <p>Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings</p> <p>a. to assess the existing system in place to identify and make recommendations on various aspects, including both functional and operational requirements,</p> <p>b. Identify security breach on each premises if any and recommendation to improve it,</p> <p>c. to provide a complete preliminary object plan (CCTV System Layout, alarms, sensors and Lightning Layout)</p> | | |

Authorized Signatory: _____

Name: _____

Designation: _____

Name of Company: _____

Address: _____

(FORM OF BID)

Lot 4: Inner Islands

The Principal Secretary
The Ministry of Finance, Economic Planning and Trade
Liberty House
Victoria
P.O Box 313

RE: Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings

Dear Sir

I/We, the undersigned enclose herewith the Financial Proposal for selection of my/our Company for the **Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings of the Ministry of Finance, Trades and Economic Planning (MOFTEP)**

I/We, the undersigned agree to contract for, perform and complete the whole of the said contract in conformity with the aforesaid documents for the sum of:
SEYCHELLES RUPEES

TOTAL IN FIGURES (SCR):

.....

TOTAL IN WORDS:

.....

.....

.....

Or such sum as may be ascertained in accordance with the said conditions.

I/ We undertake the complete all obligations under the contact within two (2) months of the date of award of the contract.

I/We agree that my/ our Tender shall remain open for acceptance for a period of one hundred and eighty (180) days from the date of opening of the tender or such further period as may be mutually agreed.

I/ We understand that you are not bound to accept the lowest or any tender and should I/we fail to comply with the instructions to Tenders my/ our tender may not be considered.

This tender has been prepared entirely at my/ our own expenses.

Yours faithfully

NOTE : The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

| DESCRIPTION | AMOUNT (SCR) | |
|---|---------------------------|--------------|
| | <u>Discounts (if any)</u> | <u>Total</u> |
| <p>Procurement of the services of a service provider to conduct a comprehensive physical security requirements assessment for Government Buildings</p> <p>a. to assess the existing system in place to identify and make recommendations on various aspects, including both functional and operational requirements,</p> <p>b. Identify security breach on each premises if any and recommendation to improve it,</p> <p>c. to provide a complete preliminary object plan (CCTV System Layout, alarms, sensors and Lightning Layout)</p> | | |

Authorized Signatory: _____

Name: _____

Designation: _____

Name of Company: _____

Address: _____

FORMAT 4

PERFORMANCE SECURITY

BY THIS BOND, We, _____
Whose Registered Office is at _____
_____ (Hereinafter called "The Supplier") and
_____ Whose Registered Office is at

_____ (Hereinafter called "the Surety") are held
and firmly bound unto _____
In the sum of SCR (in figures) _____ SCR (in words) _____
_____ For
payment of which sum the Supplier and the Surety bind themselves their successors and assigns jointly
and severally by these presents.

Sealed with our respective seals and dated this _____ Day of _____ 20_____

WHEREAS the Supplier by an Agreement made between the Employer on the one part and the Supplier on the other part has entered into a Contract (hereinafter called the Contract) for the provision and completion of certain Services and the remedying of defects therein as mentioned in conformity with the provisions of the said Contract.

NOW THE CONDITION of the above-written Bond is such that if the Supplier shall duly perform and observe all the terms provisions conditions and stipulations of the said Contract on the Supplier's part to be performed and observed according to the true purport intent and meaning thereof or if on default by the Supplier the Surety shall satisfy and discharge the damages sustained by the Employer thereby up to the amount of the above-written Bond, then, this obligation shall be null and void, but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contract made by agreement between the Employer and the Supplier in the extent or nature of the Services to be provided and completed there under and no allowance of time by the Employer under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Employer shall in any way release the Surety from any liability under the above-written Bond.

PROVIDED ALWAYS that the above obligation of the Sureties to satisfy and discharge the damages sustained by the Employer shall arise only;

- (a) On written notice from both the Employer and the Supplier that the Employer and the Supplier have mutually agreed that the amount of damages concerned is payable to the Employer or
- (b) On receipt by the Sureties of a legally certified copy of an award issued in arbitration proceeding carried out in conformity with the terms of the said Contract that the amount of the damages is payable to the Employer.

The Common Seal of

.....
Was hereunto affixed in the presence of:

.....

The Common Seal of

.....
Was hereunto affixed in the presence of:
.....

Annex 1

Lot 1: Department of Local Government Facilities

1. Bel Ombre DA Office
2. Bel Ombre Community Centre
3. Beau Vallon DA Office/Community Centre
4. Beau Vallon DayCare Centre
5. Glacis DA Office
6. Glacis Community Centre
7. Glacis DayCare Centre
8. Anse Etoile DA Office/Community Centre
9. Anse Etoile DayCare Centre
10. Perseverance 1 DA Office
11. Perseverance 2 DA Office
12. English River DA Office
13. Mont Buxton DA Office/Community Centre
14. St. Louis DA Office
15. St. Louis Community Centre
16. Bel Air DA Office/Community Centre
17. Sans Souci Day Care Centre
18. Mont Fleuri DA Office/Day Care Centre
19. Mont Fleuri Community Centre
20. Roche Caiman DA Office/Community Centre
21. Plaisance DA Office/Hall
22. Plaisance Community Centre
23. Les Mamelles DA/ Community Centre
24. Casacade DA Office/Community Centre
25. Pointe Larue DA Office/Community Centre
26. Pointe Larue DayCare Centre
27. Anse Aux Pins DA Office
28. Anse Aux Pins Community Office
29. Anse Aux Pins Day Care Centre
30. Au Cap DA Office
31. Pointe Au Sel Mini Hall
32. Au Cap DayCare Centre
33. Anse Royale DayCare Centre
34. Anse Royale DA Office/Community Centre
35. Takamaka DA Office
36. Takamaka Day Care Centre
37. Takamaka Community Centre
38. Baie Lazare DA Office/Community Centre/DayCare
39. Anse Boileau DA/Community Centre/DayCare
40. Anse Louis Recreational Centre
41. Port Glaud DA Office/ Community Centre
42. Grand Anse Mahe DA Office/ Community Centre
43. Grand Anse Mahe NSC Hall

Lot 2: Ministry of Education & Human Resource Development Facilities

1. Bel Ombre Primary & Crèche
2. Beau Vallon Crèche
3. Beau Vallon Primary/Beau Vallon Secondary
4. Glacis Primary & Crèche
5. Anse Etoile Primary & Crèche
6. La Retraite Crèche & Primary
7. Perseverance Primary and Crèche
8. English River Secondary/English River Crèche
9. School Meals Centre (Perseverance)
10. La Rosiere Crèche (Honey pot)/La Rosiere Primary(Ex-Belonie Secondary)
11. Labourdonnais Crèche
12. Belonie Secondary (Ex-NISTI)
13. Mont Fleuri Primary & Crèche
14. Mont Fleuri Secondary
15. Bel Eau Primary & Crèche
16. Ministry Headquarters/SITE/ Ex-MTC Mont Fleuri
17. SIDOL/ALDEC
18. Plaisance Primary & crèche
19. SIT
20. Plaisance Secondary/ School of Exceptional Children/
21. Les Mamelles Crèche
22. Anse Aux Pins Primary & Crèche
23. Cascade Crèche & Primary
24. Au Cap Primary & Crèche
25. Pointe Larue secondary
26. Pointe Larue Primary & Crèche
27. SALS
28. Visual Arts (SIAD)
29. Business Studies & Accounting
30. Anse Royale Crèche & Primary
31. Anse Royale Secondary
32. Takamaka Primary & Crèche
33. Baie Lazare Crèche & Primary
34. SIAH
35. Anse Boileau Crèche & PrimaryAnse Boileau Secondary
36. Anse Louis Crèche
37. Grand Anse Mahe Primary & Crèche
38. La Misère Primary & Crèche
39. Port Glaud Primary & Crèche
40. Perseverance Secondary

Lot 3: Health Care Agency/Ministry of Health Facilities

1. Beau Vallon Health Centre
2. Glacis Health Centre
3. Hospice/North East Point Hospital/NIHSS
4. Rehabilitation Centre
5. Woman & Children Hospital
6. English River Health Centre
7. Mont Fleuri Health Centre
8. Les Mamelles Health Centre
9. Anse Aux Pins Health Centre
10. Anse Royale Hospital
11. Baie Lazare Health Centre
12. Anse Boileau Health Centre
13. Beoliere Health Centre
14. Souvenir Health Centre
15. Port Glaud Health Centre
16. Seychelles Hospital
17. Maison Hermutage - PS Secretariat
18. APDAR
 - a. Wellness Detox Centre, Les Canellas
 - b. Mont Royal, North East Point
 - c. Day care Centre, Providence (APDAR)
 - d. Assist in Community Programs in the following districts (Mobile service)
 - i. Anse Royale
 - ii. Pointe Larue
 - iii. Les Mamelles
 - iv. Bel Air
 - v. Beau Vallon
 - vi. English River
 - vii. Mont Fleuri
 - viii. Anse Royale

Lot 4: Inner Islands

1. Grand Anse Praslin DA Office/ Community Centre/School P Arts
2. Grand Anse Praslin Consolation Community Centre
3. Anse Kerlan Community Centre
4. Baie Ste Anne DA Office/Community Centre
5. Anse La Blague Community Centre
6. Anse Boudin Community Hall
7. La Digue DA Office/ Community Centre
8. La Digue DayCare Centre
9. Grand Anse Praslin Secondary
10. Anse Kerlan Crèche
11. Grand Anse Praslin Crèche
12. Grand Anse Praslin Primary
13. Baie Ste. Anne Praslin Primary & Creche
14. La Digue School
15. Grand Anse Praslin Health Centre
16. Baie Ste Anne Praslin Hospital.
17. Logan Hospital

18. Grand Anse Praslin Complex
19. Bie Ste Anne Praslin Complex
20. Amitie Stadium, Praslin
21. Eve Island swimming pool, Praslin
22. La Digue Sports complex
23. Amitie Praslin Depot
24. Eve Island Depot

Annex 2

Name of the project: COMPREHENSIVE PHYSICAL SECURITY REQUIREMENTS FOR GOS BUILDINGS

1. PROPOSED SPECIFICATION

The Service provider will be responsible to submit to GoS, with justification as to its choice of system, the most technologically and operationally suitable CCTV along with security lights, alarms and sensors, which is appropriate for the scope of work, mentioned below for optimum performance:

| Proposed Specifications | |
|---|------------------------------|
| CCTV Camera System | Security Lights |
| IP-Based Indoor Camera | LED Lights |
| IP-Based Outdoor Camera | 700-1300 lumens |
| Power over Ethernet (PoE) Switch | Power efficient |
| Network Video Recorder (NVR) | |
| High Definition/High Image Quality | Alarms & Sensor's |
| Infrared/ Night Vision | |
| Pan tilt Zoom | |
| Day and Night CCTV compatible | |
| C-Mount Camera | |
| Dome Camera | |
| Bullet Camera | |
| Network/IP Camera/Digital | |
| Motion Detection (People/Plate Number Detection) | |
| Lenses with automatic apertures to compensate for changes in light levels | |
| Thermal Imaging | |
| Remote Accessibility | |
| Flexibility/Scalability | |
| Pole mount for all cameras | |
| Storage on DAS/SAN/NAS or PC Hard Disk | |

END OF DOCUMENT