



TENDER DOCUMENTS

For

**Procurement of a service provider to conduct a
Comprehensive Physical Security
Requirements Assessment for Government
Buildings**

For the

**Ministry of Finance Trade and Economic
Planning**

Reference No: 01

March 2021

NOTE: This document contains a total of 48 Pages. No change in the document is permissible.

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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, Trades and Economic Planning (MOFTEP) immediately. If no indication is received from any Bidder within seven (07) working days from the date of the notification of the Tender Document/Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
2. Ministry of Finance, Trades and Economic Planning (MOFTEP) reserves the right to modify, amend or supplement this Tender Document.

BID INFORMATION SHEET

Document Description	<i>Tender Document for “Procurement of the services of a service provider to conduct a Comprehensive Physical Security Requirements Assessment For Government Buildings”</i>
Reference Number	01
Date Tender Issued	Tuesday 09 th March 2021
Pre-Tender Meeting (Time & Location)	Venue: National Tender Board, 1 st Floor Maison de Mahe, Victoria Time: 09.00am Date: Wednesday 17 th March, 2021
Bid Opening	Wednesday 31 st March, 2021 at 10.00am
Validity of Tender	180 (One Hundred and Eighty) Days from the Date of the Tender Opening
Cost of Tender Document (non-refundable)	N/A
Address for Submission of Response to Tender Document	The Chief Executive Officer National Tender Board 1 st Floor, Maison de Mahé Victoria
Address for Submission of Challenges	Principal Secretary Ministry of Finance Trades and Economic Planning, Liberty House Mahe, Seychelles Victoria P.O Box 313 Tel: +2484382000 Email: dstravens@finance.gov.sc Attention: Mr Dwight Stravens
Address for Submission of Appeals	The Chairperson Review Panel c/o Procurement Oversight Unit 1 st Floor, Maison de Mahé Victoria
Duration of the Contract	<ul style="list-style-type: none"> • Three (03) months from the date of Award of Contract

- Section 1 -

BACKGROUND INFORMATION

INTRODUCTION

The Ministry of Finance, Trades and Economic Planning on behalf of the Government of Seychelles (GoS) is inviting all locally registered, qualified and experience Service Providers in CCTV, sensor and Security Lighting to submit their bids for comprehensive physical security requirements for GoS premises on Mahe, Praslin and La Digue.

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

Ministry of Health
Ministry of Education
Local Government Department

AIM OF THE PROJECT

The aim of this project is to acquire qualified, experience and accredited service provider to provide an in dept analysis in the form of a detailed report of each premises on the optimum option for CCTV, sensors, alarms and lightings.

- Section 2 -

INSTRUCTION TO BIDDERS

2.1

Bidding Methodology

The Bidding methodology adopted for this Procurement shall be One Stage Single Envelope System i.e. The Bidders shall submit both their Technical Bid and Financial Bids at the same time and in same sealed envelopes in line with this Tender Document.

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.

2.2

Scope of Bid

Refer to **Section 4** of this Tender Document.

2.3

Minimum Eligibility Criteria of Bidders

- (i) Licensed and Registered Business based in Seychelles;
- (ii) Have a Valid Tax Clearance Certificate for the 2021 Financial Year;
- (iii) Compliant to the provisions of Article 90 (1) of the Public Procurement Act 2008 (Refer to www.pou.gov.sc for access to the Act);

2.4

Qualification Criteria of Bidders

The Service Provider must have:

- (i) at-least 5 years of similar experience (Client list must be attached/Completion Certificate of similar project).
- (ii) successfully completed at least 3 similar projects of minimum value of SR 300,000.00 in the past 5 years.

2.5

Documents to be signed and submitted by Bidders

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.**

- (i) Duly completed and signed Form of Bid;
- (ii) Copy of Valid Tax Clearance Certificate for the Financial Year 2021;

- (iii) Copy of Business Registration Certificate and Business License;
- (iv) Company Profile (in case Company);
- (v) documents showing proof of at-least 5 years of experience (Client list must be attached/Completion Certificate of similar project).
- (vi) documents showing proof of successfully completed of at least 3 similar projects of minimum value starting at SR 300,000.00 in the past 5 years.
- (vii) a profile indicating the numbers and qualifications of key employees to be deployed on the project (attached CV).
- (viii) satisfactory completion certificate of 3 projects from Clients.
- (ix) a complete preliminary object plan.

2.6 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.

2.7 Cost of Bidding

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

2.8 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 MOFTEP to all bidders who were present during the meeting.

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

2.9 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 MOFTEP in writing at the address specified in the Bid Information Sheet.

The MOFTEP shall respond to any request for clarification, provided that it is received no later than seven (7) days prior to deadline of submission of bids.

Copies of the MOFTEP'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 MOFTEP, including a description of the enquiry without disclosing the source.

Should the MOFTEP deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under Clause 2.10 of the ITB.

2.10 Amendment of Bidding Document

At any time prior to the deadline for the submission of bids, the MOFTEP may modify the Bidding Documents by issuing addenda. This may be done either on the MOFTEP'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 MOFTEP.

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 MOFTEP 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 MOFTEP may, at its discretion extend the deadline for submission of bids, as necessary in accordance with Clause 2.18 of the ITB.

2.11 Language of Bid

Bids should be submitted in ENGLISH.

2.12 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 50% and above shall move to the second stage whereby financial bids shall be ranked.

2.13 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.

2.14 Bid Validity

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

The MOFTEP reserves the right to reject any response to Tender Document, which does not meet the aforementioned validity requirement. The MOFTEP 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.

2.15 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, assignment 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.

2.16 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.

2.17 Sealing and Marking of Bids

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

2.18 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 MOFTEP after the deadline for the submission of bids, shall be declared late, rejected and returned unopened to the bidder.

The MOFTEP may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 2.10 of the ITB, in which case all rights and obligations of the MOFTEP and bidders, previously subject to the original deadline, will then subject to the new deadline.

2.19 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 2.17 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.

2.20 Discounts

Bidders may only offer discounts to, or otherwise the prices of their bids by submitting bid modifications in accordance with Clause 2.19 of the ITB, or included in the original bid submission.

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

2.21 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 MOFTEP 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.

2.22 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 MOFTEP in the examination, evaluation, comparison and post qualification of bids or Contract Award decisions will result in the rejection of its bid.

2.23 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the MOFTEP, may at the Entity's discretion, ask the Bidder for clarification of the Bidder's bid, including breakdowns of the prices and other information that the MOFTEP 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 MOFTEP in the valuation of the bids in accordance with Clause 2.26 of the ITB.

2.24 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the MOFTEP 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 MOFTEP 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 MOFTEP, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

2.25 Errors and Omissions

In the examination of substantially responsive bids, the MOFTEP 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 MOFTEP 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.

2.26 Correction of Errors

Bids determined to be substantially responsive shall be checked by the MOFTEP for any arithmetic error. Errors shall be corrected by the MOFTEP 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 MOFTEP, 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 MOFTEP 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.

2.27 Evaluation and Comparison of Bids

After bid opening, submitted Technical Bids shall be evaluated and compared by the Adhoc Evaluation Committee¹ of the MOFTEP for only those bids which meets the minimum qualification requirements and in line with the Bid Evaluation at Section 4.

In evaluating the Financial Bids, the MOFTEP will determine for each bid, the evaluated price by adjusting the bid price as follows:

- (a) making correction of errors pursuant to Clause 2.26 of the ITB
- (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 2.19 and 2.20 of the ITB.

2.28 Award Criteria

The MOFTEP 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.

2.29 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 Article 82 of the Act, the MOFTEP 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 Acceptance"). It will state the sum that the MOFTEP 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 Acceptance will constitute the formation of the Contract.

¹ In line with Article 41 of the Act

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

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 MOFTEP.

2.30 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 MOFTEP. 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 MOFTEP on the first written demand, declaring the supplier to be in default under the Contract, without whatsoever right of objection and without the MOFTEP 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.

2.31 Challenges and Appeals

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

Should the bidder still feel aggrieved with the decision of the MOFTEP, 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.

2.32 Corrupt or Fraudulent Practices

The Public Procurement Act 2008 requires that Bidders, participating in procurement in Seychelles, observe the highest standard of ethics during the procurement process and execution of contracts.

Bidders, suppliers and public officials shall be aware of the provisions stated in Article 103 of the Act which can be consulted on the website of the Procurement Oversight Unit www.pou.gov.sc or the National Tender Board www.ntb.sc

The MOFTEP will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purpose of this Sub-Clause:

- (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice;

2.33 Procuring Entity’s Right to Accept any Bid and to Reject and or all Bids

Notwithstanding Clause 2.29 of the ITB, the MOFTEP 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.

2.34 Important Notes to Bidders

- (i) All specifications of the tender are subjected to the MOFTEP’s requirements (Section 4), in line with Article 47 of the Act.
- (ii) The Evaluation of the bids received will be undertaken by an Adhoc Evaluation Committee in line with Article 41 of the Act 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 MOFTEP reserves the right to reject such response to the Tender

² For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

³ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

Document and/or cancel the Letter 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 MOFTEP and the MOFTEP 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 MOFTEP 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

A. Object Plan

The appointed Service Provider will be responsible;

- (i) to assess the existing system in place to identify and make recommendations on various aspects, including both functional and operational requirements,
- (ii) Identify security breach on each premises if any and recommendation to improve it,
- (iii) to provide a complete preliminary object plan (CCTV System Layout, alarms, sensors and Lightning Layout)
- (iv) to prepare a bill of quantity for all the materials and items needed^{8}}

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 3 months after the award.

3.3. PROJECT BUDGET

Service providers are being encourage to quote by cost saving methods and prices without affecting the scope of work and specification mentioned above.

3.4. SECURITY BACKGROUND CHECKS

GoS reserves the right to conduct Security background checks in respect of the selected bidders, their Directors and staff. Submission of Financial Proposal of the successful bidders will be done subject to positive background checks.

- Section 4 -

BID EVALUATION

4. BID EVALUATION

The bids, which are determined as substantially responsive, shall be evaluated the Adhoc Evaluation Committee of the MOFTEP 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 2.5 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 50% 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	20
b. Capacity and Expertise	30
c. Methodology/ Cost Saving Methods	10
TOTAL	60
STAGE 2 OF EVALUATION – FINANCIAL	
a. Price	40
TOTAL	100

Bidders will be evaluated according to the following

I. Technical consists of the following:

Technical	60
1. Previous experience in Installation of CCTV Security Camera (Compulsory) and Security Lights (Not Compulsory).	20

The Service provider must demonstrate company experience by providing completion certificates/Reference Letter where they have installed CCTV.	
(i) Three (3) Completion Certificates with value of more than SR750,000.00	20
(ii) Two (2) Completion Certificates with value of SR500,000.00	15
(iii) One (1) Completion Certificates with value of SR300,000.00	10
2. Capacity and expertise to undertake the work	30
The provider's technical team assigned to undertake the project must have relevant experience of executing similar services	
Project leader have a qualification suitable for Object Plan Design and in Installation of CCTV Cameras or of similar nature and must have been involved in more than three (3) projects of CCTV Security Camera installation with value of more than SR750,000.00.	30
Project leader have a qualification suitable for Object Plan Design and in Installation of CCTV Cameras or of similar nature and must have been involved in more than two (2) projects of CCTV Security Camera installation with value of more than SR500,000.00.	20
Project leader have a qualification suitable for Object Plan Design and in Installation of CCTV Cameras or of similar nature and must have been involved in more than One (1) projects of CCTV Security Camera installation with value of more than SR300,000.00.	15
Project leader never involved in the project of this nature.	0
Team members be certified in CCTV Security Camera installation and must have been involved in more than three (3) projects of installing the CCTV Security Camera.	10
Team members never involved in the project of this nature.	0
3. Methodology/ Cost Saving Methods	10
The appointed Service Provider will be responsible to prepare a work methodology on how the object plan (CCTV System Layout and Lightning Layout for the FSA Zone) will be delivered within the time frame specified.	10

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

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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”.

- 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. Assignment

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.**

- 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 3 and other submission requirements specified in the Tender Document.

FORMAT 1 – Format for Covering Letter

FORMAT 2 – Format for Company Profile Information

FORMAT 3 – Format for 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 Trade and Economic Planning
Victoria Liberty House
P.O Box

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 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 Trade and Economic Planning 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 Trade and Economic Planning may verify any statements which I made in this application.

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

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

Yours Sincerely,

NAME OF SUPPLIER:

SUPPLIER'S SIGNATURE:

ADDRESS:.....

.....

FORMAT 2

BIDDER PROFILE

Required Information	Response	
Legal Name of Company/Individual		
Official Address of the Company/Individual		
	Office Number (s)	
	Email	
	Website Address	
Year of Business Registration	<i>Business Registration Certificate to be attached</i>	
License (if applicable)	<i>To be attached as necessary</i>	
Tax Identification Number (TIN)		
Name & Designation of the Contact Person		
	Office Number (s)	
	Email	
	Website Address	

FORMAT 3

FINANCIAL PROPOSAL (FORM OF BID)

The Principal Secretary
The Ministry of Finance Trade and Economic Planning
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 Three (3) 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

NAME OF SUPPLIER:

SUPPLIER'S SIGNATURE:

ADDRESS:.....

.....

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> <p>d. to prepare a bill of quantity for all the materials and items needed</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:

.....

END OF DOCUMENT

APPENDIX 1

Security tender

Local Government Locations

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. Au Cap DA Office
30. Pointe Au Sel Mini Hall
31. Au Cap DayCare Centre
32. Anse Royale DayCare Centre
33. Anse Royale DA Office/Community Centre
34. Takamaka DA Office/Day Care Centre
35. Takamaka Community Centre
36. Baie Lazare DA Office/Community Centre/DayCare
37. Anse Boileau DA/Community Centre/DayCare
38. Anse Louis Recreational Centre
39. Port Glaud DA Office/ Community Centre
40. Grand Anse Mahe DA Office/ Community Centre
41. Grand Anse Mahe NSC Hall
42. Grand Anse Praslin DA Office/ Community Centre/School P Arts
43. Grand Anse Praslin Consolation Community Centre
44. Anse Kerlan Community Centre
45. Baie Ste Anne DA Office/Community Centre
46. Anse La Blague Community Centre
47. Anse Boudin Community Hall

48. La Digue DA Office/ Community Centre
49. La Digue DayCare Centre

Ministry of Education Locations

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

47. Port Glaud Primary & Crèche
48. Grand Anse Praslin Secondary
49. Anse Kerlan Crèche
50. Grand Anse Praslin Crèche
51. Grand Anse Praslin Primary
52. Baie Ste. Anne Praslin Primary & Creche
53. La Digue School
54. Perseverance Secondary

Health Care Agency/MoH Locations

1. Beau Vallon Health Centre
2. Glacis Health Centre
3. Hospice
4. North East Point Hospital
5. NIHSS
6. Rehabilitation Centre
7. Woman & Children Hospital
8. English River Health Centre
9. Mont Fleuri Health Centre
10. Les Mamelles Health Centre
11. Anse Aux Pins Health Centre
12. Anse Royale Hospital
13. Baie Lazare Health Centre
14. Anse Boileau Health Centre
15. Beoliere Health Centre
16. Souvenir Health Centre
17. Port Glaud Health Centre
18. Grand Anse Praslin Health Centre
19. Baie Ste Anne Praslin Hospital.
20. Logan Hospital

APPENDIX 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	