Ministry of Health and Wellness

Award of Procurement Contract
Notice under section 40(7) of the Public Procurement Act

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the “Procurement of Security Services for all Hospitals and other Health Institutions (CPB Reference no. CPB/76/2019)”, the contract has been awarded as follows:

<table>
<thead>
<tr>
<th>Region</th>
<th>Name of bidder</th>
<th>Address</th>
<th>Contract Price (Rs) exclusive of VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RSL Security Services Ltd</td>
<td>24, Saint Georges Street, Port Louis</td>
<td>45,819,296.80</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>19,780,094.04</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>21,340,707.24</td>
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<tr>
<td>4</td>
<td>Top Security Services Ltd</td>
<td>4th Floor, Jade Court, Jummah Mosque Street, Port Louis</td>
<td>29,244,000.00</td>
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<tr>
<td>5</td>
<td>Edmond Security Services Ltd</td>
<td>4th Floor, Golivia Court, St Jean Road, Quatre Bornes</td>
<td>41,160,000.00</td>
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<tr>
<td>Other Health Institutions</td>
<td>Rapid Security Services Ltd</td>
<td>5, Boucherville Street, Port Louis</td>
<td>12,693,600.00</td>
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</tbody>
</table>

Senior Chief Executive
Ministry of Health and Wellness
5th Floor, Emmanuel Anquetil Building
SSR Street, Port Louis
08 July 2021
My Ref: CPB/G/MOH/SECUR/24/19

20 August 2020

The Managing Director
RSL Security Services Ltd
24 Saint George Street
Port Louis
Fax No: 212 6789

Dear Sir

**Procurement of Security Services for Hospitals and other Health Institutions**

**CPB/76/2019**

Please refer to the Bid Document submitted on 21 July 2020 in respect of the above-mentioned project.

2. (i) It would be appreciated if you could submit information as per ITB 5.2(d) of the Bidding Document and Directive 37 from the Procurement Policy Office as per attached format; and

(ii) You are also requested to confirm your agreement on corrected bid price as follows:

<table>
<thead>
<tr>
<th>Region 1</th>
<th>Hospitals/Institutions</th>
<th>Total Year 1 &amp; 2 (Rs)</th>
<th>Corrected Amount (Rs)</th>
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<thead>
<tr>
<th>Region 4</th>
<th>Hospitals/Institutions</th>
<th>Total Year 1 &amp; 2 (Rs)</th>
<th>Corrected Amount (Rs)</th>
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<tr>
<td></td>
<td>TOTAL PRICE</td>
<td>30,123,008.04</td>
<td>30,123,007.44</td>
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</table>
You Reference : CPB/G/MOH/SFCUR/24/19

20 August 2020

Mr K. Dosieah
Chief Executive:
Central Procurement Board
Ministry of Finance, Economic Planning
And Development
1st Floor, Social Security House
Julius Nyerere Avenue
Rose Hill

Dear Sir,

Procurement of Security Services for Hospitals and other Health Institutions

CPB/76/2019

Your above-referenced letter dated 20 August 2020 refers.

We hereby confirm our agreement to the corrected bid prices as mentioned in your letter.

As for the Price Breakdown the needful is being done and will be forwarded before the 25 August 2020.

Yours faithfully,

[Signature]

Jay Kumar Chuttco
Managing Director.
Ministry of Health and Wellness

MHPDO/NMW&S/2020-2021/DO128  
2 June 2021

The Managing Director  
RSL Security Services Ltd  
24, Saint Georges Street  
Port Louis  
Tel:212 6360/57607479/54221609; Fax no:212 6789

Dear Sir,

Procurement of Security Services for all Hospitals and Other Health Institutions  
(Regions 1, 2 and 3)


2. The Ministry has approved your offer for the Procurement of Security Services for all Hospitals and Other Health Institutions for Regions 1, 2 and 3 for the sum of Rs 86,940,098.08 (Rupees Eighty-six million nine hundred and forty thousand and ninety-eight and cents eight only) exclusive of VAT as detailed below, subject to the terms and conditions of the bidding documents and extract as per annex for an initial period of one year thereafter renewed for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

<table>
<thead>
<tr>
<th>Regions</th>
<th>Contract Price (Rs) Exclusive of VAT for Year 1</th>
<th>Contract Price (Rs) Exclusive of VAT for Year 2</th>
<th>Total (Rs)</th>
</tr>
</thead>
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<td>Region 1</td>
<td>22,452,788.32</td>
<td>23,366,508.48</td>
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<tr>
<td>(As per Annex 1)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Region 2</td>
<td>9,692,850.48</td>
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<td>(As per Annex 2)</td>
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<tr>
<td>Region 3</td>
<td>10,457,491.8</td>
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<td>21,340,707.24</td>
</tr>
<tr>
<td>Dr Bruno Cheong</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(As per Annex 3)</td>
<td></td>
<td></td>
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<tr>
<td>TOTAL</td>
<td>42,603,130.6</td>
<td>44,336,967.48</td>
<td>86,940,098.08</td>
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</table>


3. The contract shall come into effect as from the date of this letter. You are therefore required to liaise with the respective Regional Health Director/Medical Superintendent/Regional Health Services Administrator/Hospital Administrator or other officer in charge of each Hospital/health institution for all necessary arrangements to be made in regard to the taking over of the sites. You shall start providing the security services as from 01 July 2021.

4. You are also required to provide the following insurance policies in accordance with clause 2.6 of Section V: Conditions of Contract.

5. Payment will be made on a monthly basis by the 20th of the following month upon submission of your claim (invoice and accompanying documents) not later than the 20th of the current month, duly certified by the respective Regional Health Director or the Officer in Charge of the Health Institutions.

6. You are also reminded that you will be liable to pay liquidated damages to the Ministry for non-performance of the services at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of the liquidated damages shall not exceed 10% of the monthly remuneration for that service. Liquidated damages for non-performance will be deducted from payment due to you and same shall not affect your other liabilities.

7. You may wish to note that the performance of the contract will be monitored on a regular basis and the Ministry may terminate the contract at any time in case of continued poor performance in accordance with the terms and conditions stipulated in the bidding documents.

8. The names, details and Certificate of Character of the security guards to be posted on the respective sites shall be submitted within two weeks after the date of this letter.

9. You are required to conduct a complete survey of all the sites and advise the Ministry on means and ways of re-enforcing security measures with respect to the compound, the storage of goods and materials, lighting, alarm and other surveillance facilities. A report of the survey shall be submitted to the Ministry within the first month of the contract period or such period as may be mutually agreed upon.

10. You are requested to submit within twenty-one (21) days as from the date of this letter a Performance Security representing 10% of the contract value for Year 1 in form of a Bank Guarantee issued by a Commercial bank operating in Mauritius. The Security should be valid for a period of twenty-one (21) days beyond the contractual period and should be submitted to the Procurement Registry, Ministry of Health and Wellness, 10th Floor, Emmanuel Anquetil Building, SSR Street, Port-Louis. Non-submission of the Performance Security within the prescribed delay will entail automatic cancellation of this award.
11. Any correspondence or query in regard to this award should be addressed to the Senior Chief Executive, Attn: Mr. R. Nursing, 5th floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis.

12. Please acknowledge receipt of this order by return fax (211 6864/ 210 5940) within seven (7) days as from date of issue of this letter.

13. Until and unless a formal agreement is signed, this Letter of Award and your offer dated 21 July 2020 shall constitute a binding agreement between you and Ministry of Health and Wellness.

Yours faithfully,

P. Mawah
for Acting Senior Chief Executive
## Annex 1 – Region 1

### Procurement of Security Services for all Hospitals and Other Health Institutions (Region 1)

<table>
<thead>
<tr>
<th>S.N.</th>
<th>NAME OF HOSPITAL/ INSTITUTION</th>
<th>DAY SHIFT</th>
<th>NIGHT SHIFT</th>
<th>Total Amount</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Total (Rs)</th>
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<td>7</td>
<td>Brown Seuard Mental Health Care Centre</td>
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<td>9</td>
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<td><strong>Total</strong></td>
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<td><strong>23,366,508.48</strong></td>
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<td><strong>45,819,296.80</strong></td>
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# Annex 2 – Region 2

## Procurement of Security Services for all Hospitals and Other Health Institutions (Region 2)

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<tr>
<th>S.N</th>
<th>NAME OF HOSPITAL/ INSTITUTION</th>
<th>DAY SHIFT</th>
<th>NIGHT SHIFT</th>
<th>Total Amount exclusive of VAT</th>
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<td>MALE</td>
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<td>Long Mountain Hospital</td>
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<td>Triolet Mediclinic</td>
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<td>Total</td>
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</table>

Grand Total exclusive of VAT | **19,780,094.04**
## Annex 3 – Region 3

Procurement of Security Services for all Hospitals and Other Health Institutions (Region 3)

<table>
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<tr>
<th>S.N</th>
<th>NAME OF HOSPITAL/ INSTITUTION</th>
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<th>Total Amount exclusive of VAT</th>
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Section III – Scope of Service and Performance Specifications

A. Scope of Service

1. Scope of Service

The scope of this Procurement is to enter into agreement with the Successful Bidder(s) for the provision of security services to all Hospitals and other Health Institutions.

2. General duties of Security Personnel

The security service will need to protect the Employer's assets identified in this bid document from incidents of fire, theft, trespass, intrusion, vandalism and property damage and/or any other incidents which may result in breach of security service.

Typical duties will include:

1. General guarding, including frequent patrol in compound.
2. Entry and egress access control.
3. Preventing unauthorized access to premises and controlling the identity of visitors.
4. Submitting daily operating reports and to also report on any occurring incidents.
5. Recording movements of all incoming and outgoing vehicles.
6. Helping and directing visitors to offices/wards/units.
7. Checking of vehicles in the presence of drivers, prior to taking over as and when required.
8. Checking and securing of internal and external doors, windows, openings, gates, padlocks and other property in the compound, paying special attention to materials and equipment.
9. Performing random checks on persons/vehicles leaving the compound in case of high suspicion.
10. Answering telephone or radio calls.
11. Safe custody of keys.
12. In case of fire or flooding, informing promptly the respective Representative of the Employer and calling for assistance from the Fire Services if need be.
13. Reporting any abnormal occurrence to the respective Representative of the Employer.
14. To prevent access to hawkers in the premises of the hospital.
15. Not to allow any deliveries without the consent of the office in charge of the department.
16. Scrutinize all the areas of operation for oddity and check perimeter fencing on a regular basis.
17. Since health institutions are no smoking areas, guards should ensure that
same is being strictly adhered to.
18. Performing any other duty related to security as may be directed by the
respective Representative of the Employer.

The site supervisor should:
(a) at the start of a shift ensure that all security guards are present, properly
dressed, clean, tidy sober and fit for duty;
(b) be responsible for channeling of instructions to all personnel under his
responsibility;
(c) ensure a proper standard of discipline among all the security guards;
(d) personally check security guards on the posts to ascertain that they are
diligently performing their duties;
(e) ensure that no site of work is left unattended; and
(f) prior to proceeding off duty, he should prepare and submit a situation
report to the Hospital Executive Assistant duly signed by the latter and
effect proper handing over procedure to his colleague.

Note:
The duties to be performed may differ from site to site. The details shall be
clearly communicated during the site visits. Site visits to any region/site may
be arranged with the employer/Regional Health Services Administrator,
before submission of offer.

3. Services under
cyclonic conditions

The Service Provider shall make the necessary arrangements to
ascertain that security guards are available on sites during cyclone
warnings class III and IV, where applicable.
Failure to make such arrangements shall not be entertained as
Force Majeure.

3. Profile of security
Personnel

The Security Guards to be assigned by the Service Provider shall:
1. be medically and physically fit (medical certificate to
be submitted on request);
2. have a minimum height of 1m 60 for female guards
and 1m 75 for male guards;
3. be literate (shall hold at least a CPE) and is able to
enter incidences and other relevant details in
occurrence book; and
4. have clean morality certificates, and
5. Preferably be not above the age of 65 years.

The names and details of the Security guards to be posted on
their respective sites shall be communicated to the Employer
two weeks prior to start of services. The Employer reserves the right not to accept the posting of employees who do not meet the above-mentioned requirements.

5. Enhancement of security on sites

The successful bidder shall also be required to submit a detailed profile of all security personnel assigned to the sites of the Ministry.

The updated profile and Certificate of Character of security guard should be submitted in the event there is any change of Security Guard at a particular site.

At the start of the contract the Service Provider shall conduct a complete survey of all the sites and advise the Employer on means and ways of re-enforcing security measures with respect to the compound, the storage of goods and materials, lighting, alarm and other surveillance facilities. A report of the survey shall be submitted to the Employer within the first month of the contract period or such period as may be mutually agreed upon. Such recommendations shall not in any way alleviate the Service Provider from its obligations and responsibilities under the contract.

The guards shall exercise constant vigilance to identify and report any weakness or suspected attempt from intruders or any other occurrence that is likely to compromise the security and safety of the property of the Employer.

The supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of every major event to assist its personnel and to have additional arrangements if necessary, to restore security on site. An investigation should be carried out thereafter in the least possible delay by the Service Provider for such occurrences or any major shortcoming reported by the representative of the Employer so as to establish the facts and to make recommendations as appropriate with respect to the shortcomings.

6. Facilities to be provided by the Employer

The Employer shall provide amenities, communication, lighting, intruder detector, alarms, appropriate enclosures, access control etc. that are reasonably needed on the sites to accommodate the security guards and to enable the latter to carry out their service in an effective and efficient manner.

All security guards to be equipped with a digital walkie-talkie.
Digital Clocking Device with remote reader (from Europe, USA or Australia) to be placed at specified locations within the premises of the health institutions. Quantity and location point of each device to be determined by the prospective Bidder, after carrying out of site visits.

B. Service Level Requirements and Performance Monitoring Service Level Requirements

Service Level Requirements

1. Attendance of Security Guards

Security guards should attend and leave their site of work on time so as to carry out a proper handing over of site with security guards on previous shift. The above procedures should be carried before the departure of security guards from their respective site of work.

Moreover, the attendance book should be duly signed and updated, accordingly. Deductions shall be computed on a prorate basis, for all absences, lateness/early departures and failure to sign the arrivals or departures in the hospital/other health institutions attendance book, by any security guard on a daily basis.

Not on any three occasions in a month, should any security guard posted at any hospital/other health institution shall be absent on any shift.

2. Management of security guardson site

The Service Provider should submit copy of character certificates of all security guards and site supervisors employed at the different site of work under this contract. Under no circumstance any security guard and site supervisor, whose copy of character certificate has not been submitted to the Employer, should be deployed or used as replacement under this contract.

According to the provisions of the contract the Service Provider shall manage the provision of replacement of security guards and site supervisors during the period they are on leave on respective site of work. It is the responsibility of the Service Provider to ensure the prompt replacement of security guards and site supervisors on respective site of work.

In no circumstance should a site be left unattended. Moreover, a security guard should not leave site of work after the end of a work shift without carrying out a proper handing over with the incoming security guard and recorded in the Log Book. In exceptional cases when the security guard should leave site earlier the Service Provider should make immediate arrangement for replacement.

The representative of the Ministry/Health Institution should be immediately informed in writing, accordingly.
3. **Provision of Security of Sites**
   All security guards should respect the work schedule as per the contract and ensure that the level of performance is up to the satisfaction of the Employer. The Service Provider should also ensure the use of appropriate equipment/accessories provided to the guards.
   Immediate remedial action should be taken for any poor level of service recorded by the site supervisor.

4. **Profile and Conduct of Security personnel**
   Security personnel should be literate and be able to register incidences with other relevant details in the Log/Occurrence Book. Security guards personnel should also be medically and physically fit; and medical certificate to be submitted on request.
   Alcoholic drinks/under the influence of alcohol, smoking, use or in possession/dealing/under the influence of any illicit drugs are strictly prohibited on the institution premises.
   Moreover, security guards should behave properly at work and avoid inconsiderate behavior, intimidation, abusive language, vandalism, absent from site work or misconduct themselves during the course of their duties.
   The Service Provider should take immediate action for the replacement of security personnel reported to have been involved in inappropriate conduct, in possession/dealing of any illicit drugs, illegal actions on site of work and as mentioned above.

5. **Uniforms and Identification Badges of Security Guards**
   Security guards on site should at all times be well dressed, wearing appropriate uniforms with identification badge as supplied by the Service Provider.
   Moreover, security guards must also be well equipped as per the provisions of this bidding document.

6. **Attendance/Log/Occurrence Book**
   The Attendance/Log/Occurrence Book should be duly filled and signed by the security guards at time of arrival and departure on site. They should be regular at work and make necessary arrangement for replacement in case any security personnel will be on leave.
   The Attendance/Log/Occurrence Book should be kept secured and made available at any time on request from the representatives of the Ministry/Health Institutions. Documentary evidence of regular monitoring of attendance by the site supervisor of the Service Provider should also be reflected in the Attendance Book.
   Reports and relevant details in the Log/Occurrence Book should be recorded on a daily basis in chronological order.
   Tampering of the Attendance/Log/Occurrence Book by the personnel of the Service Provider shall be considered as misconduct.
7. Emergency on Site
The Supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of any emergency or default to assist its personnel and to have additional arrangements if necessary, to restore order on site. The representative of the Ministry/Health Institution should be immediately informed of the incident which should be also recorded accordingly. Failure to comply with the above, the Service Provider shall be considered not performing to the satisfaction of the Employer.

8. Monitoring of Performance
The Service Provider should ensure that the services provided do not suffer due to inconsistency at work or any physical impairment of the security personnel. Under no circumstances, security guards should be left without supervision from the part of the site supervisors and the Service Provider. The latter should keep records of all adverse reports and the corrective measures taken in the Log/Occurrence Book, thereafter.

The Service Provider shall take immediate remedial action for any adverse report on the job performed and shall maintain, at all time, the standard stipulated therein.

The Employer reserves the right to effect surprise inspections at any time on any sites and the respective Log/Occurrence Book should be made available during inspections.

9. Obligations and Liabilities
The Service Provider shall have the obligations to comply with the Service Level Requirements stipulated above and take corrective measures to maintain the agreed standard of service required.

PERFORMANCE MONITORING

1. Objective:

The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service. Meetings shall also be held at regional level.

2. Management Meetings

The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee, comprising Employer’s representatives who are involved in one way or the other in the administration of the security services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service Provider, which shall meet on a quarterly basis or as often as necessary.
There shall be separate committee arrangements where the contract of the Public Body has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day to day matters.

The scope of the Committee(s) shall be for:

(a) reviewing major shortcomings as defined in the general conditions of the contract that have occurred on the sites in the past months and measures taken thereon;

(b) taking cognizance of complaints made by the Employer’s representatives and action taken by the Service Provider. However, in case of serious shortcomings, penalties would be applied as already defined in the bidding document

(c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;

(d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and

(e) attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate records of the Management Meetings shall be kept by the Employer.


After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

General Conditions

Deductions shall be made for all absences and lateness/early departures for each security guards on a daily basis.

Failure to sign the arrivals or departures in the hospital attendance book by any security guard shall entail deductions of half day salary. An Attendance Log Book kept with the supervisor, provided by the Service Provider shall also be duly filled and signed by all guards.

Severe action will be taken in respect to the following shortcomings:
1. Any security guard found to be in possession of and / or dealing with illicit drugs on any site of work at any point in time.

2. If on any three occasions in a month, 10% of the security guards posted at any of the regional hospitals and at BSMHCC are absent on any shift.

3. If on any three occasions in a month, 10% of the security guards posted at any of the regional hospitals and at BSMHCC do not comply with the age requirement.

4. At least two adverse reports in a month from hospital authorities on the behavior (in respect to smoking on site, under the influence of alcohol, inconsiderate behaviour, intimidation, verbal abuse, vandalism, absent from site of work, inconsistency at work, with apparent physical disabilities…) or performance of the security guards.

5. Security guards with no morality certificates (will not allowed on any site)

6. Security guards not performing as per the expectations of the Ministry

7. Poor level of supervision exercised by the site supervisors

8. Security guards not wearing appropriate uniforms and ID badges
**PENALTIES**

Clause 2.9 of the General Conditions of Contract at Section V is superseded and replaced by the following:

Any penalty to which the Contractor shall have rendered himself liable under any of the Conditions of the Contract and any expenditure incurred by the Ministry as a result of a breach of any such condition shall at the option of the Ministry be deducted from any amount due or that may become due to the Contractor under this Contract.

The penalties shall be as follows –

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Default</th>
<th>No. of Maximum Occurrence Limit per month / per site</th>
<th>Rate for Penalties to be applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Late Attendance</td>
<td>3</td>
<td>Rs 200.00/hr</td>
</tr>
<tr>
<td>2</td>
<td>Failure to sign attendance register either on arrival or departure</td>
<td>3</td>
<td>Rs 1,000.00 per occurrence</td>
</tr>
<tr>
<td>3</td>
<td>Failure to sign attendance register on arrivals and departures</td>
<td>1</td>
<td>Half day salary</td>
</tr>
<tr>
<td>4</td>
<td>No proper handing over carried on any shift</td>
<td>3</td>
<td>Rs 500.00 per occurrence</td>
</tr>
<tr>
<td>5</td>
<td>Any security guard absent from site without any replacement</td>
<td>3</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>6</td>
<td>Leaving site earlier without any replacement</td>
<td>3</td>
<td>Rs 3000.00 per occurrence</td>
</tr>
<tr>
<td>7</td>
<td>Leaving site unattended</td>
<td>2</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>8</td>
<td>Tampering of attendance book</td>
<td>1</td>
<td>Rs 10,000.00 per occurrence</td>
</tr>
<tr>
<td>9</td>
<td>Vandalism /tampering with existing facilities, services, equipment and assets on the premises</td>
<td>2</td>
<td>Half of the monthly payment for the site concerned to be deducted and security personnel on duty to be replaced immediately. Matter to be reported to Police</td>
</tr>
<tr>
<td>10</td>
<td>Alcoholic drinks/Under the influence of alcohol / Smoking on site</td>
<td>1</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>11</td>
<td>Misconduct, Inconsiderate behaviour</td>
<td>1</td>
<td>Rs 3,000.00 per</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Default</td>
<td>No. of Maximum Occurrence Limit per month / per site</td>
<td>Rate for Penalties to be applied</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Use / found in possession of /dealing / under the influence of any illicit drugs on any site</td>
<td>1</td>
<td>Rs 10,000.00 per occurrence and security guard on duty to be replaced immediately</td>
</tr>
<tr>
<td>13</td>
<td>Failing to wear uniform/ID Badge/ Protective equipment</td>
<td>2</td>
<td>Rs 1,000.00 per occurrence</td>
</tr>
<tr>
<td>14</td>
<td>No Attendance log book available on site for checking purposes by respective Representatives of the Ministry</td>
<td>2</td>
<td>Rs 3,000.00/day/site</td>
</tr>
<tr>
<td>15</td>
<td>Failure on the part of the Service Provider to deal with an emergency or any default</td>
<td>1</td>
<td>Rs 2,000.00 per occurrence</td>
</tr>
<tr>
<td>16</td>
<td>Not respecting the working schedule</td>
<td>1</td>
<td>Rs 2000.00</td>
</tr>
<tr>
<td>17</td>
<td>No supervision by site supervisors</td>
<td>2</td>
<td>Rs 1,000.00 and site supervisor to be replaced immediately</td>
</tr>
<tr>
<td>18</td>
<td>Deployment of medically and physically unfit security personnel</td>
<td>1</td>
<td>Rs 2,000.00 per occurrence and security personnel on duty to be replaced immediately</td>
</tr>
<tr>
<td>19</td>
<td>Non. complying with the age requirements</td>
<td>2</td>
<td>Rs 1000.00 per occurrence</td>
</tr>
</tbody>
</table>

**Contractor’s Performance and liabilities**

i. Payment of penalties shall not affect the Service Provider’s other liabilities

ii. Every review of the contractor’s performance during execution of a contract shall be duly recorded. A model of the Form which will be used to record the performance of the contractor is attached as per Annex A.

iii. The Ministry may terminate the contract for a particular site by giving 30 days written notice of termination to the Service Provider in the event that the maximum occurrence limit of penalties has been reached.
Note: The contractor shall be notified of any deficiency in his performance of the contract with request to take remedial actions failing which the latter may be excluded from forthcoming bidding exercises of the public body.

Recurrence of above shortcomings to be reported to Procurement Policy Office (PPO) for necessary action

Profile of Security Guards:

The security guards to be assigned by the Service Provider shall:

- be medically and physically fit (medical certificate to be submitted on request);
- have a minimum height of 1m 60 for female guards and 1m 75 for male guards;
- be literate (shall hold at least a CPE) and is able to enter incidences and other relevant details in occurrence book;
- have clean morality certificates, and
- Preferably be not above the age of 65 years.

4. Please note that the following will be considered as poor performance (below standard)

1. The number of security guards is below the required number at any time;
2. Security guards not wearing uniform and Identification badges;
3. Security guards in the influence of alcohol;
4. Misbehaving with patients, members of the public and hospital staffs;
5. Security guards above the age of 65 and below the age of 20;
6. Security guards smoking while on duty;
7. Absence from their site of work during working hours;
8. Adverse report from hospital authorities;
9. Security guards who are physically unfit and not dynamic;
10. Absence of strict control over access to visitors and members of the public to wards specially at night;
11. Cases of theft reported by Health Institutions;
12. Involvement of Security guards in illegal/immoral activities.

Please note that this is a non-exhaustive list.

5. Monitoring of Standards

5.1 Identifying shortcomings

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be
informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider’s contractual obligations towards providing a satisfactory service.

(a) The Employer shall give notice to the Service Provider of any shortcoming;

(b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer’s notice; and

(c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer’s notice, the Employer will consider such act as a lack of performance which could lead to the termination of the whole contract as a breach in the good performance of the contract.
Contract Agreement

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the ______ day of the month of June 2021, between, on the one hand, Ministry of Health and Wellness (hereinafter called the "Employer") and, on the other hand, RSL Security Services Ltd of 24, Saint Georges Street, Port Louis (hereinafter called the "Service Provider").

WHEREAS

(a) the Employer has requested the Service Provider to provide "Security Services for All Hospitals and Other Health Institutions for Region 1,2 and 3" file references: MHPQ/NP/WKS&S/2019-2020/Q67 and MHPDO/NMW&S/2020-2021/DO128" as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs 86,940,998.08 (Rupees Eighty-six million nine hundred and forty thousand and ninety-eight and cents eight only) exclusive of VAT for an initial period of one year thereafter renewable for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) the Letter of Acceptance;

   (b) the Service Provider's Bid;

   (c) the General Conditions of Contract;

   (d) the Scope of Service and Performance Specifications;

   (e) the Activity Schedule (Included in (b) above); and

   (f) the following Appendices:

      Appendix A: Description of the Services (Included in (d) above)

      Appendix B: Schedule of Payments

      Appendix C: Key Personnel and Subcontractors

[Signature]
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
   
   (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   
   (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

Signature of representative of the Employer

Mr P. Mawah

Permanent Secretary
for and on behalf of the Senior Chief Executive of Ministry of Health and Wellness

Signature of representative of the Contractor

Mr Mohamad Khaled Ibn Oomar Bakurally

Managing Director
for and on behalf of RSL Security Services Ltd
Bid Submission Form

Procurement Reference No.: MHPQ/NP/WKS&S/SECURITY/2019-2020/Q67
CPB Ref No: CPB/76/2019

To: The Senior Chief Executive, Ministry of Health & Wellness, 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis, Mauritius

a) Having examined the bidding documents, we offer to execute the "Procurement of Security Services for all Hospitals and Other Health Institutions — (Procurement No: MHPQ/NP/WKS&S/SECURITY/2019-2020/Q67 - CPB Reference No: CPB/76/2019)" in accordance with the Conditions of Contract, Scope of Service and Performance Specifications and the Activity Schedules accompanying this bid. For the Contract Price of Rs. 13,000,000.00 (Mauritian Rupees: One hundred and seventy-one million three hundred thousand nine hundred and fifty-five and cents eight only) Exclusive of VAT.

<table>
<thead>
<tr>
<th>Regions</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 1</td>
<td>45,819,226.80</td>
</tr>
<tr>
<td>Region 2</td>
<td>19,780,094.04</td>
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<tr>
<td>Region 3</td>
<td>21,360,075.24</td>
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<td>Region 4</td>
<td>30,120,080.04</td>
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<tr>
<td>Region 5</td>
<td>41,581,915.48</td>
</tr>
<tr>
<td>Other Health Institutions</td>
<td>12,906,203.48</td>
</tr>
</tbody>
</table>

b) We hereby confirm that this proposal complies with the bid validity of 90 days as from the closing date for submission of bids or up to 18 October 2020, whichever is the latest, the deadline date for submission of bids being counted as day one of the bid validity.

c) We hereby submit as part of our bid, in original form, a Bid Security for the amount of Mauritian Rupees Two Million (Mur2,000,000.00) valid for one hundred and twenty (120) days as from the bid submission deadline or up to 17 November 2020, whichever is the latest.

d) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

e) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:
f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

g) We understand that you are not bound to accept the lowest or any bid you receive.

h) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding Contract between us, until a formal contract is prepared and executed.

Authorized Signature:
Name: Mr. MOHAMAD KHALED BAKURALLY
Title of Signatory: MANAGING DIRECTOR
Name of Bidder: RSL SECURITY SERVICES LTD
Address: 24 SAINT GEORGE STREET PORT LOUIS
Dated on 21st day of July 2020
Ministry of Health and Wellness

MHPDO/NMW&S/2020-2021/DO129

2 June 2021

Top Security Service Ltd
4th Floor, Jade Court
Jummah Mosque Street,
Port Louis
Tel: 242 5029; Fax No: 240 5061/242 5029

Dear Sir,

Procurement of Security Services for all Hospitals and Other Health Institutions


2. The Ministry has approved your offer for the Procurement of Security Services for all Hospitals and Other Health Institutions for Region 4 for the sum of Rs 29,244,000.00 (Rupees Twenty-nine million two hundred and forty-four thousand only) exclusive of VAT as detailed below, subject to the terms and conditions of the bidding documents and extract as per annexed Scope of service for an initial period of one year thereafter renewed for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

<table>
<thead>
<tr>
<th>Region</th>
<th>Contract Price (Rs) Exclusive of VAT for Year 1</th>
<th>Contract Price (Rs) Exclusive of VAT for Year 2</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 4</td>
<td>14,622,000.00</td>
<td>14,622,000.00</td>
<td>29,244,000.00</td>
</tr>
<tr>
<td>(As per Annex 1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>14,622,000.00</td>
<td>14,622,000.00</td>
<td>29,244,000.00</td>
</tr>
</tbody>
</table>

3. The contract shall come into effect as from the date of this letter. You are therefore required to liaise with the respective Regional Health Director/Medical Superintendent/Regional Health Services Administrator/Hospital Administrator or other officer in charge of each Hospital/health Institution for all necessary arrangements to be made in regard to the taking over of the sites. You shall start providing the security services as from 01 July 2021.
4. You are also required to provide the following insurance policies in accordance with clause 2.6 of Section V: Conditions of Contract.

5. Payment will be made on a monthly basis by the 20th of the following month upon submission of your claim (invoice and accompanying documents) not later than the 20th of the current month, duly certified by the respective Regional Health Director or the Officer in Charge of the Health Institutions.

6. You are also reminded that you will be liable to pay liquidated damages to the Ministry for non-performance of the services at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of the liquidated damages shall not exceed 10% of the monthly remuneration for that service. Liquidated damages for non-performance will be deducted from payment due to you and same shall not affect your other liabilities.

7. You may wish to note that the performance of the contract will be monitored on a regular basis and the Ministry may terminate the contract at any time in case of continued poor performance in accordance with the terms and conditions stipulated in the bidding documents.

8. The names, details and Certificate of Character of the security guards to be posted on the respective sites shall be submitted within two weeks after the date of this letter.

9. You are required to conduct a complete survey of all the sites and advise the Ministry on means and ways of re-enforcing security measures with respect to the compound, the storage of goods and materials, lighting, alarm and other surveillance facilities. A report of the survey shall be submitted to the Ministry within the first month of the contract period or such period as may be mutually agreed upon.

10. You are requested to submit within twenty-one (21) days as from the date of this letter a Performance Security representing 10% of the contract value for Year 1 in form of a Bank Guarantee issued by a Commercial bank operating in Mauritius. The Security should be valid for a period of twenty-one (21) days beyond the contractual period and should be submitted to the Procurement Registry, Ministry of Health and Wellness, 10th Floor, Emmanuel Anquetil Building, SSR Street, Port-Louis. Non-submission of the Performance Security within the prescribed delay will entail automatic cancellation of this award.

11. Any correspondence or query in regard to this award should be addressed to the Senior Chief Executive, Attn: Mr. R. Nursing, 5th floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis.
12. Please acknowledge receipt of this order by return fax (211 6864/ 210 5940) within seven (7) days as from date of issue of this letter.

13. Until and unless a formal agreement is signed, this Letter of Award and your offer dated 21 July 2020 shall constitute a binding agreement between you and Ministry of Health and Wellness.

Yours faithfully,

P. Mawah
for Acting Senior Chief Executive
## Annex – Region 4

### Procurement of Security Services for all Hospitals and Other Health Institutions (Region 4)

**MHPDO/NMW&S/2020-2021/DO129**

<table>
<thead>
<tr>
<th>S.N</th>
<th>NAME OF HOSPITAL/ INSTITUTION</th>
<th>DAY SHIFT</th>
<th>NIGHT SHIFT</th>
<th>Total Amount exclusive of VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MALE</td>
<td>FEMALE</td>
<td>MALE</td>
</tr>
<tr>
<td>1</td>
<td>J. Nehru Hospital</td>
<td>18</td>
<td>2</td>
<td>10</td>
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<tr>
<td>2</td>
<td>Mahebourg Hospital</td>
<td>3</td>
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<td>3</td>
<td>New Souillac Hospital</td>
<td>4</td>
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<td>3</td>
</tr>
<tr>
<td>4</td>
<td>L’Escalier Mediclinic</td>
<td>1</td>
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<td>1</td>
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<tr>
<td>5</td>
<td>Rose Belle AHC</td>
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</tr>
<tr>
<td>6</td>
<td>Tyack AHC</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Chemin Grenier AHC</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total exclusive of VAT: **29,244,000.00**
Section III – Scope of Service and Performance Specifications

A. Scope of Service

1. Scope of Service

The scope of this Procurement is to enter into agreement with the Successful Bidder(s) for the provision of security services to all Hospitals and other Health Institutions.

2. General duties of Security Personnel

The security service will need to protect the Employer’s assets identified in this bid document from incidents of fire, theft, trespass, intrusion, vandalism and property damage and/or any other incidents which may result in breach of security service.

Typical duties will include:

1. General guarding, including frequent patrol in compound.
2. Entry and egress access control.
3. Preventing unauthorized access to premises and controlling the identity of visitors.
4. Submitting daily operating reports and to also report on any occurring incidents.
5. Recording movements of all incoming and outgoing vehicles.
6. Helping and directing visitors to offices/wards/units.
7. Checking of vehicles in the presence of drivers, prior to taking over as and when required.
8. Checking and securing of internal and external doors, windows openings, gates, padlocks and other property in the compound, paying special attention to materials and equipment.
9. Performing random checks on persons/vehicles leaving the compound in case of high suspicion.
10. Answering telephone or radio calls.
11. Safe custody of keys.
12. In case of fire or flooding, informing promptly the respective Representative of the Employer and calling for assistance from the Fire Services if need be.
13. Reporting any abnormal occurrence to the respective Representative of the Employer.
14. To prevent access to hawkers in the premises of the hospital.
15. Not to allow any deliveries without the consent of the office in charge of the department.
16. Scrutinize all the areas of operation for oddity and check perimeter fencing on a regular basis.
17. Since health institutions are no smoking areas, guards should ensure that same is being strictly adhered to.
18. Performing any other duty related to security as may be directed by the respective Representative of the Employer.

The site supervisor should:
(a) at the start of a shift ensure that all security guards are present, properly dressed, clean, tidy sober and fit for duty;
(b) be responsible for channeling of instructions to all personnel under his responsibility;
(c) ensure a proper standard of discipline among all the security guards;
(d) personally check security guards on the posts to ascertain that they are diligently performing their duties;
(e) ensure that no site of work is left unattended; and
(f) prior to proceeding off duty, he should prepare and submit a situation report to the Hospital Executive Assistant duly signed by the latter and effect proper handing over procedure to his colleague.

Note:
The duties to be performed may differ from site to site. The details shall be clearly communicated during the site visits. Site visits to any region/site may be arranged with the employer/Regional Health Services Administrator, prior to submission of offer.

3. Services under cyclonic conditions
The Service Provider shall make the necessary arrangements to ascertain that security guards are available on sites during cyclone warnings class III and IV, where applicable. Failure to make such arrangements shall not be entertained as Force Majeure.

3. Profile of security Personnel
The Security Guards to be assigned by the Service Provider shall:
1. be medically and physically fit (medical certificate to be submitted on request);
2. have a minimum height of 1m 60 for female guards and 1m 75 for male guards;
3. be literate (shall hold at least a CPE) and is able to enter incidences and other relevant details in occurrence book; and
4. have clean morality certificates, and
5. Preferably be not above the age of 65 years.

The names and details of the Security guards to be posted on their respective sites shall be communicated to the Employer
two weeks prior to start of services. The Employer reserves the right not to accept the posting of employees who do not meet the above-mentioned requirements.

5. Enhancement of security on site

The successful bidder shall also be required to submit a detailed profile of all security personnel assigned to the sites of the Ministry.

The updated profile and Certificate of Character of security guard should be submitted in the event there is any change of Security Guard at a particular site.

At the start of the contract the Service Provider shall conduct a complete survey of all the sites and advise the Employer on means and ways of re-enforcing security measures with respect to the compound, the storage of goods and materials, lighting, alarm and other surveillance facilities. A report of the survey shall be submitted to the Employer within the first month of the contract period or such period as may be mutually agreed upon. Such recommendations shall not in any way alleviate the Service Provider from its obligations and responsibilities under the contract.

The guards shall exercise constant vigilance to identify and report any weakness or suspected attempt from intruders or any other occurrence that is likely to compromise the security and safety of the property of the Employer.

The supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of every major event to assist its personnel and to have additional arrangements if necessary, to restore security on site. An investigation should be carried out thereafter in the least possible delay by the Service Provider for such occurrences or any major shortcoming reported by the representative of the Employer so as to establish the facts and to make recommendations as appropriate with respect to the shortcomings.

6. Facilities to be provided by the Employer

The Employer shall provide amenities, communication, lighting, intruder detector, alarms, appropriate enclosures, access control etc. that are reasonably needed on the sites to accommodate the security guards and to enable the latter to carry out their service in an effective and efficient manner.

All security guards to be equipped with a digital walkie-talkie.
Digital Clocking Device with remote reader (from Europe, USA
or Australia) to be placed at specified locations within the
premises of the health institutions. Quantity and location point of
each device to be determined by the prospective Bidder, after
carrying out of site visits.

B. Service Level Requirements and Performance Monitoring Service Level
   Requirements

Service Level Requirements

1. Attendance of Security Guards

   Security guards should attend and leave their site of work on time so as to carry out a
   proper handing over of site with security guards on previous shift.
   The above procedures should be carried before the departure of security guards from
   their respective site of work.
   Moreover, the attendance book should be duly signed and updated, accordingly.
   Deductions shall be computed on a prorate basis, for all absences, lateness/early
   departures and failure to sign the arrivals or departures in the hospital/other health
   institutions attendance book, by any security guard on a daily basis.
   Not on any three occasions in a month, should any security guard posted at any
   hospital/other health institution shall be absent on any shift.

2. Management of security guards on site

   The Service Provider should submit copy of character certificates of all security
   guards and site supervisors employed at the different site of work under this contract.
   Under no circumstance any security guard and site supervisor, whose copy of
   character certificate has not been submitted to the Employer, should be deployed or
   used as replacement under this contract.
   According to the provisions of the contract the Service Provider shall manage the
   provision of replacement of security guards and site supervisors during the period
   they are on leave on respective site of work. It is the responsibility of the Service
   Provider to ensure the prompt replacement of security guards and site supervisors on
   respective site of work.
   In no circumstance should a site be left unattended. Moreover, a security guard should
   not leave site of work after the end of a work shift without carrying out a proper
   handing over with the incoming security guard and recorded in the Log Book. In
   exceptional cases when the security guard should leave site earlier the Service
   Provider should make immediate arrangement for replacement.
   The representative of the Ministry/Health Institution should be immediately informed
   in writing, accordingly.
3. **Provision of Security of Sites**
   All security guards should respect the work schedule as per the contract and ensure that the level of performance is up to the satisfaction of the Employer. The Service Provider should also ensure the use of appropriate equipment/accessories provided to the guards.
   Immediate remedial action should be taken for any poor level of service recorded by the site supervisor.

4. **Profile and Conduct of Security personnel**
   Security personnel should be literate and be able to register incidences with other relevant details in the Log/Occurrence Book. Security guards personnel should also be medically and physically fit; and medical certificate to be submitted on request.
   Alcoholic drinks/under the influences of alcohol, smoking, use or in possession/dealing/under the influence of any illicit drugs are strictly prohibited on the institution premises.
   Moreover, security guards should behave properly at work and avoid inconsiderate behavior, intimidation, abusive language, vandalism, absent from site work or misconduct themselves during the course of their duties.
   The Service Provider should take immediate action for the replacement of security personnel reported to have been involved in inappropriate conduct, in possession/dealing of any illicit drugs, illegal actions on site of work and as mentioned above.

5. **Uniforms and Identification Badges of Security Guards**
   Security guards on site should at all times be well dressed, wearing appropriate uniforms with identification badge as supplied by the Service Provider.
   Moreover, security guards must also be well equipped as per the provisions of this bidding document.

6. **Attendance/Log/Occurrence Book**
   The Attendance/Log/Occurrence Book should be duly filled and signed by the security guards at time of arrival and departure on site. They should be regular at work and make necessary arrangement for replacement in case any security personnel will be on leave.
   The Attendance/Log/Occurrence Book should be kept secured and made available at any time on request from the representatives of the Ministry/Health Institutions. Documentary evidence of regular monitoring of attendance by the site supervisor of the Service Provider should also be reflected in the Attendance Book.
   Reports and relevant details in the Log/Occurrence Book should be recorded on a daily basis in chronological order.
   Tampering of the Attendance/Log/Occurrence Book by the personnel of the Service Provider shall be considered as misconduct.
7. Emergency on Site
The Supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of any emergency or default to assist its personnel and to have additional arrangements if necessary, to restore order on site. The representative of the Ministry/Health Institution should be immediately informed of the incident which should be also recorded accordingly. Failure to comply with the above, the Service Provider shall be considered not performing to the satisfaction of the Employer.

8. Monitoring of Performance
The Service Provider should ensure that the services provided do not suffer due to inconsistency at work or any physical impairment of the security personnel. Under no circumstances, security guards should be left without supervision from the part of the site supervisors and the Service Provider. The latter should keep records of all adverse reports and the corrective measures taken in the Log/Occurrence Book, thereafter.

The Service Provider shall take immediate remedial action for any adverse report on the job performed and shall maintain, at all time, the standard stipulated therein.

The Employer reserves the right to effect surprise inspections at any time on any sites and the respective Log/Occurrence Book should be made available during inspections.

9. Obligations and Liabilities
The Service Provider shall have the obligations to comply with the Service Level Requirements stipulated above and take corrective measures to maintain the agreed standard of service required.

PERFORMANCE MONITORING

1. Objective:
The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service. Meetings shall also be held at regional level.

2. Management Meetings
The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee, comprising Employer's representatives who are involved in one way or the other in the administration of the security services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service Provider, which shall meet on a quarterly basis or as often as necessary.
**PENALTIES**

Clause 2.9 of the General Conditions of Contract at Section V is superseded and replaced by the following:

Any penalty to which the Contractor shall have rendered himself liable under any of the Conditions of the Contract and any expenditure incurred by the Ministry as a result of a breach of any such condition shall at the option of the Ministry be deducted from any amount due or that may become due to the Contractor under this Contract.

The penalties shall be as follows—

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Default</th>
<th>No. of Maximum Occurrence Limit per month / per site</th>
<th>Rate for Penalties to be applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Late Attendance</td>
<td>3</td>
<td>Rs 200.00/hr</td>
</tr>
<tr>
<td>2</td>
<td>Failure to sign attendance register either on arrival or departure</td>
<td>3</td>
<td>Rs 1,000.00 per occurrence</td>
</tr>
<tr>
<td>3</td>
<td>Failure to sign attendance register on arrivals and departures</td>
<td>1</td>
<td>Half day salary</td>
</tr>
<tr>
<td>4</td>
<td>No proper handing over carried on any shift</td>
<td>3</td>
<td>Rs 500.00 per occurrence</td>
</tr>
<tr>
<td>5</td>
<td>Any security guard absent from site without any replacement</td>
<td>3</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>6</td>
<td>Leaving site earlier without any replacement</td>
<td>3</td>
<td>Rs 3000.00 per occurrence</td>
</tr>
<tr>
<td>7</td>
<td>Leaving site unattended</td>
<td>2</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>8</td>
<td>Tampering of attendance book</td>
<td>1</td>
<td>Rs 10,000.00 per occurrence</td>
</tr>
<tr>
<td>9</td>
<td>Vandalism /tampering with existing facilities, services, equipment and assets on the premises</td>
<td>2</td>
<td>Half of the monthly payment for the site concerned to be deducted and security personnel on duty to be replaced immediately. Matter to be reported to Police</td>
</tr>
<tr>
<td>10</td>
<td>Alcoholic drinks/Under the influence of alcohol / Smoking on site</td>
<td>1</td>
<td>Rs 3,000.00 per occurrence and security personnel on duty to be replaced immediately</td>
</tr>
<tr>
<td>11</td>
<td>Misconduct, Inconsiderate behavior,</td>
<td>1</td>
<td>Rs 3,000.00 per</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Default</td>
<td>No. of Maximum Occurrence Limit per month / per site</td>
<td>Rate for Penalties to be applied</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Use / found in possession of / dealing / under the influence of any illicit drugs on any site</td>
<td>1</td>
<td>Rs 10,000.00 per occurrence and security guard on duty to be replaced immediately</td>
</tr>
<tr>
<td>13</td>
<td>Failing to wear uniform/ID Badge/ Protective equipment</td>
<td>2</td>
<td>Rs 1,000.00 per occurrence</td>
</tr>
<tr>
<td>14</td>
<td>No Attendance log book available on site for checking purposes by respective Representatives of the Ministry</td>
<td>2</td>
<td>Rs 3,000.00/day/site</td>
</tr>
<tr>
<td>15</td>
<td>Failure on the part of the Service Provider to deal with an emergency or any default</td>
<td>1</td>
<td>Rs 2,000.00 per occurrence</td>
</tr>
<tr>
<td>16</td>
<td>Not respecting the working schedule</td>
<td>1</td>
<td>Rs 2000.00</td>
</tr>
<tr>
<td>17</td>
<td>No supervision by site supervisors</td>
<td>2</td>
<td>Rs 1,000.00 and site supervisor to be replaced immediately</td>
</tr>
<tr>
<td>18</td>
<td>Deployment of medically and physically unfit security personnel</td>
<td>1</td>
<td>Rs 2,000.00 per occurrence and security personnel on duty to be replaced immediately</td>
</tr>
<tr>
<td>19</td>
<td>Non complying with the age requirements</td>
<td>2</td>
<td>Rs 1000.00 per occurrence</td>
</tr>
</tbody>
</table>

**Contractor’s Performance and liabilities**

i. Payment of penalties shall not affect the Service Provider’s other liabilities

ii. Every review of the contractor’s performance during execution of a contract shall be duly recorded. A model of the Form which will be used to record the performance of the contractor is attached as per Annex A.

iii. The Ministry may terminate the contract for a particular site by giving 30 days written notice of termination to the Service Provider in the event that the maximum occurrence limit of penalties has been reached.
Note: The contractor shall be notified of any deficiency in his performance of the contract with request to take remedial actions failing which the latter may be excluded from forthcoming bidding exercises of the public body.

Recurrence of above shortcomings to be reported to Procurement Policy Office (PPO) for necessary action.

Profile of Security Guards:

The security guards to be assigned by the Service Provider shall:

- be medically and physically fit (medical certificate to be submitted on request);
- have a minimum height of 1m 60 for female guards and 1m 75 for male guards;
- be literate (shall hold at least a CPE) and is able to enter incidences and other relevant details in occurrence book;
- have clean morality certificates, and
- Preferably be not above the age of 65 years.

4. Please note that the following will be considered as poor performance (below standard)

1. The number of security guards is below the required number at any time;
2. Security guards not wearing uniform and Identification badges;
3. Security guards in the influence of alcohol;
4. Misbehaving with patients, members of the public and hospital staffs;
5. Security guards above the age of 65 and below the age of 20;
6. Security guards smoking while on duty;
7. Absence from their site of work during working hours;
8. Adverse report from hospital authorities;
9. Security guards who are physically unfit and not dynamic;
10. Absence of strict control over access to visitors and members of the public to wards specially at night;
11. Cases of theft reported by Health Institutions;
12. Involvement of Security guards in illegal/immoral activities.

Please note that this is a non-exhaustive list.

5. Monitoring of Standards

5.1 Identifying shortcoming

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be
informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service.

5.2 Attending to shortcomings

(a) The Employer shall give notice to the Service Provider of any shortcoming;

(b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice; and

(c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Employer will consider such act as a lack of performance which could lead to the termination of the whole contract as a breach in the good performance of the contract.
Contract Agreement

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the ___ day of the month of June 2021, between, on the one hand, Ministry of Health and Wellness (hereinafter called the “Employer”) and, on the other hand, Top Security Service Ltd, 4th Floor, Jade Court Jummah Mosque Street, Port Louis (hereinafter called the “Service Provider”).

WHEREAS

(a) the Employer has requested the Service Provider to provide “Security Services for All Hospitals and Other Health Institutions for Region 4 – file references: MHPQ/NP/WKS&S/2019-2020/Q67 and MHPDO/NMW&S/2020-2021/DO129” as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs 29,244,000.00 (Rupees Twenty-nine million two hundred and forty-four thousand only) exclusive of VAT for an initial period of one year thereafter renewable for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) the Letter of Acceptance;
(b) the Service Provider’s Bid;
(c) the General Conditions of Contract;
(d) the Scope of Service and Performance Specifications;
(e) the Activity Schedule (Included in (b) above); and
(f) the following Appendices:

Appendix A: Description of the Services (Included in (d) above)
Appendix B: Schedule of Payments
Appendix C: Key Personnel and Subcontractors

[Signature]
Bid Submission Form

CPB Ref No: CPB/76/2019

Date: 21/07/20...

To: Senior Chief Executive, Ministry of Health and Wellness, 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis.

(a) Having examined the bidding documents [including ....addenda], we offer to execute the "Procurement of Security Services for all Hospitals and Other Health Institutions – (MHPQ/NP/WKS&S/SECURITY/2019-2020/Q67 - CPB/76/2019)" in accordance with the Conditions of Contract, Scope of Service and Performance Specifications and the Activity Schedules accompanying this bid for the Contract Price of Rs 174,054,000 (Only) Exclusive of VAT. [Insert the total bid Price in words and figures, indicating the various amounts and the respective currencies];

<table>
<thead>
<tr>
<th>Regions</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 1</td>
<td>148,824,000</td>
</tr>
<tr>
<td>Region 2</td>
<td>18,810,000</td>
</tr>
<tr>
<td>Region 3</td>
<td>26,040,000</td>
</tr>
<tr>
<td>Region 4</td>
<td>29,244,000</td>
</tr>
<tr>
<td>Region 5</td>
<td>41,166,000</td>
</tr>
<tr>
<td>Other Health Institutions</td>
<td>11,970,000</td>
</tr>
</tbody>
</table>
(b) We hereby confirm that this proposal complies with the bid validity of **90 days** as from the closing date for submission of bids or up to **18 October 2020**, whichever is the latest, the deadline date for submission of bids being counted as day one of the bid validity.

(c) We hereby submit as part of our bid, in original form, a Bid Security for the amount of Mauritian Rupees Two Million (Mur 2,000,000.00) valid for one hundred and twenty **(120) days** as from the bid submission deadline or up to **17 November 2020**, whichever is the latest.

(d) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

(e) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

<table>
<thead>
<tr>
<th>Name and address of agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>None</strong></td>
<td><strong>None</strong></td>
<td><strong>None</strong></td>
</tr>
</tbody>
</table>

[if none, state "none"]

(f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.
(g) We understand that you are not bound to accept the lowest or any bid you receive.

(h) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding Contract between us until a formal contract is prepared and executed.

Authorized Signature: [Signature]
Name and Title of Signatory: [Name and Title]
Name of Bidder: Top Security Service Ltd
Address: 4th Floor Jade Court Jummah Mosque of Port Louis

[Company's seal]

TOP SECURITY LTD
4th Floor Jade Court
Jummah Mosque
of Port Louis
Tel: 242 5029

Top Security Service Ltd
4th Floor Jade Court
Jummah Mosque of Port Louis
Tel: 242 5029

CENTRAL PROCUREMENT BOARD
TENDER NO: [Number]
JUL 2020
INITIALS: [Initials]
Ministry of Health and Wellness

MHPDO/NMW&S/2020-2021/DO131 / June 2021

The Director
Attn: Mr Geeandeo Paupiah
Rapid Security Services Ltd
5, Boucherville Street
Port Louis
Tel: 2134244; Fax No: 213 5473

Dear Sir,

Procurement of Security Services for all Hospitals and Other Health Institutions


2. The Ministry has approved your offer for the Procurement of Security Services for Other Health Institutions for the sum of Rs. 12,693,600.00 (Rupees Twelve Million Six Hundred and Ninety Three Thousand Six Hundred only) exclusive of VAT as per Annex A, subject to the terms and conditions of the bidding documents and extract as per annexed Scope of Service for an initial period of one year thereafter renewable for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

3. The contract shall come into effect as from the date of this letter. You are therefore required to liaise with the officer in charge of the health institutions/sites as per contract information at Annex B for all necessary arrangements to be made in regard to the taking over of the sites. You shall start providing the security services as from 01 July 2021.

4. You are also required to provide the following insurance policies in accordance with clause 2.6 of Section V: Conditions of Contract.

5. Payment will be made on a monthly basis by the 20th of the following month upon submission of your claim (invoice and accompanying documents) not later than the 20th of the current month, duly certified by the respective Officer in Charge of the Health Institutions.
## Annex A

### Procurement of Security Services for Other Health Institutions

**MHPDO/NMW&S/2020-2021/DO131**

#### Other Health Institutions

<table>
<thead>
<tr>
<th>S.N</th>
<th>NAME OF HOSPITAL/INSTITUTION</th>
<th>DAY MALE</th>
<th>DAY FEMALE</th>
<th>NIGHT MALE</th>
<th>NIGHT FEMALE</th>
<th>Total Amount exclusive of VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central Supplies Division</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>914,400.00, 972,000.00, 1,886,400.00</td>
</tr>
<tr>
<td>2</td>
<td>Tobacco Board Store</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>609,600.00, 648,000.00, 1,257,600.00</td>
</tr>
<tr>
<td>3</td>
<td>Department of Operations Support Services</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>1,569,600.00, 1,692,000.00, 3,261,600.00</td>
</tr>
<tr>
<td>4</td>
<td>Sunray Store</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>914,400.00, 972,000.00, 1,886,400.00</td>
</tr>
<tr>
<td>5</td>
<td>Guibles (EX-DWC)</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>609,600.00, 648,000.00, 1,257,600.00</td>
</tr>
<tr>
<td>6</td>
<td>Castel Store (Ex-NIC Building)</td>
<td>2</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>1,524,000.00, 1,620,000.00, 3,144,000.00</td>
</tr>
</tbody>
</table>

**Grand Total exclusive of VAT**

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,141,600.00</td>
<td>6,552,000.00</td>
<td>12,693,600.00</td>
</tr>
</tbody>
</table>
Section III – Scope of Service and Performance Specifications

A. Scope of Service

1. Scope of Service

The scope of this Procurement is to enter into agreement with the Successful Bidder(s) for the provision of security services to all Hospitals and other Health Institutions.

2. General duties of Security Personnel

The security service will need to protect the Employer’s assets identified in this bid document from incidents of fire, theft, trespass, intrusion, vandalism and property damage and/or any other incidents which may result in breach of security service.

Typical duties will include:

1. General guarding, including frequent patrol in compound.
2. Entry and egress access control.
3. Preventing unauthorized access to premises and controlling the identity of visitors.
4. Submitting daily operating reports and to also report on any occurring incidents.
5. Recording movements of all incoming and outgoing vehicles.
6. Helping and directing visitors to offices/wards/units.
7. Checking of vehicles in the presence of drivers, prior to taking over as and when required.
8. Checking and securing of internal and external doors, windows, openings, gates, padlocks and other property in the compound, paying special attention to materials and equipment.
9. Performing random checks on persons/vehicles leaving the compound in case of high suspicion.
10. Answering telephone or radio calls.
11. Safe custody of keys.
12. In case of fire or flooding, informing promptly the respective Representative of the Employer and calling for assistance from the Fire Services if need be.
13. Reporting any abnormal occurrence to the respective Representative of the Employer.
14. To prevent access to hawkers in the premises of the hospital.
15. Not to allow any deliveries without the consent of the office in charge of the department.
16. Scrutinize all the areas of operation for oddity and check perimeter fencing on a regular basis.
two weeks prior to start of services. The Employer reserves the right not to accept the posting of employees who do not meet the above-mentioned requirements.

5. Enhancement of security on sites

The successful bidder shall also be required to submit a detailed profile of all security personnel assigned to the sites of the Ministry.

The updated profile and Certificate of Character of security guard should be submitted in the event there is any change of Security Guard at a particular site.

At the start of the contract the Service Provider shall conduct a complete survey of all the sites and advise the Employer on means and ways of re-enforcing security measures with respect to the compound, the storage of goods and materials, lighting, alarm and other surveillance facilities. A report of the survey shall be submitted to the Employer within the first month of the contract period or such period as may be mutually agreed upon. Such recommendations shall not in any way alleviate the Service Provider from its obligations and responsibilities under the contract.

The guards shall exercise constant vigilance to identify and report any weakness or suspected attempt from intruders or any other occurrence that is likely to compromise the security and safety of the property of the Employer.

The supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of every major event to assist its personnel and to have additional arrangements if necessary, to restore security on site. An investigation should be carried out thereafter in the least possible delay by the Service Provider for such occurrences or any major shortcoming reported by the representative of the Employer so as to establish the facts and to make recommendations as appropriate with respect to the shortcomings.

6. Facilities to be provided by the Employer

The Employer shall provide amenities, communication, lighting, intruder detector, alarms, appropriate enclosures, access control etc. that are reasonably needed on the sites to accommodate the security guards and to enable the latter to carry out their service in an effective and efficient manner.

All security guards to be equipped with a digital walkie-talkie.
3. Provision of Security of Sites
All security guards should respect the work schedule as per the contract and ensure that the level of performance is up to the satisfaction of the Employer. The Service Provider should also ensure the use of appropriate equipment/accessories provided to the guards.
Immediate remedial action should be taken for any poor level of service recorded by the site supervisor.

4. Profile and Conduct of Security personnel
Security personnel should be literate and be able to register incidences with other relevant details in the Log/Occurrence Book. Security guards personnel should also be medically and physically fit; and medical certificate to be submitted on request. Alcoholic drinks/under the influences of alcohol, smoking, use or in possession/dealing/under the influence of any illicit drugs are strictly prohibited on the institution premises.
Moreover, security guards should behave properly at work and avoid inconsiderate behavior, intimidation, abusive language, vandalism, absent from site work or misconduct themselves during the course of their duties.
The Service Provider should take immediate action for the replacement of security personnel reported to have been involved in inappropriate conduct, in possession/dealing of any illicit drugs, illegal actions on site of work and as mentioned above.

5. Uniforms and Identification Badges of Security Guards
Security guards on site should at all times be well dressed, wearing appropriate uniforms with identification badge as supplied by the Service Provider.
Moreover, security guards must also be well equipped as per the provisions of this bidding document.

6. Attendance/Log/Occurrence Book
The Attendance/Log/Occurrence Book should be duly filled and signed by the security guards at time of arrival and departure on site. They should be regular at work and make necessary arrangement for replacement in case any security personnel will be on leave.

The Attendance/Log/Occurrence Book should be kept secured and made available at any time on request from the representatives of the Ministry/Health Institutions. Documentary evidence of regular monitoring of attendance by the site supervisor of the Service Provider should also be reflected in the Attendance Book.
Reports and relevant details in the Log/Occurrence Book should be recorded on a daily basis in chronological order.
Tampering of the Attendance/Log/Occurrence Book by the personnel of the Service Provider shall be considered as misconduct.
There shall be separate committee arrangements where the contract of the Public Body has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day to day matters.

The scope of the Committee(s) shall be for:

(a) reviewing major shortcomings as defined in the general conditions of the contract that have occurred on the sites in the past months and measures taken thereon;

(b) taking cognizance of complaints made by the Employer’s representatives and action taken by the Service Provider. However, in case of serious shortcomings, penalties would be applied as already defined in the bidding document.

(c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;

(d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and

(e) attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate records of the Management Meetings shall be kept by the Employer.


After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

**General Conditions**

Deductions shall be made for all absences and lateness/early departures for each security guards on a daily basis.

Failure to sign the arrivals or departures in the hospital attendance book by any security guard shall entail deductions of half day salary. An Attendance Log Book kept with the supervisor, provided by the Service Provider shall also be duly filled and signed by all guards.

Severe action will be taken in respect to the following shortcomings:
**PENALTIES**

Clause 2.9 of the General Conditions of Contract at Section V is superseded and replaced by the following:

Any penalty to which the Contractor shall have rendered himself liable under any of the Conditions of the Contract and any expenditure incurred by the Ministry as a result of a breach of any such condition shall at the option of the Ministry be deducted from any amount due or that may become due to the Contractor under this Contract. The penalties shall be as follows –

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Default</th>
<th>No. of Maximum Occurrence Limit per month / per site</th>
<th>Rate for Penalties to be applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Late Attendance</td>
<td>3</td>
<td>Rs 200.00/hr</td>
</tr>
<tr>
<td>2</td>
<td>Failure to sign attendance register either on arrival or departure</td>
<td>3</td>
<td>Rs 1,000.00 per occurrence</td>
</tr>
<tr>
<td>3</td>
<td>Failure to sign attendance register on arrivals and departures</td>
<td>1</td>
<td>Half day salary</td>
</tr>
<tr>
<td>4</td>
<td>No proper handing over carried on any shift</td>
<td>3</td>
<td>Rs 500.00 per occurrence</td>
</tr>
<tr>
<td>5</td>
<td>Any security guard absent from site without any replacement</td>
<td>3</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>6</td>
<td>Leaving site earlier without any replacement</td>
<td>3</td>
<td>Rs 3000.00 per occurrence</td>
</tr>
<tr>
<td>7</td>
<td>Leaving site unattended</td>
<td>2</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>8</td>
<td>Tampering of attendance book</td>
<td>1</td>
<td>Rs 10,000.00 per occurrence</td>
</tr>
<tr>
<td>9</td>
<td>Vandalism /tampering with existing facilities, services, equipment and assets on the premises</td>
<td>2</td>
<td>Half of the monthly payment for the site concerned to be deducted and security personnel on duty to be replaced immediately. Matter to be reported to Police</td>
</tr>
<tr>
<td>10</td>
<td>Alcoholic drinks/Under the influence of alcohol / Smoking on site</td>
<td>1</td>
<td>Rs 3,000.00 per occurrence and security personnel on duty to be replaced immediately</td>
</tr>
<tr>
<td>11</td>
<td>Misconduct, Inconsiderate behavior,</td>
<td>1</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
</tbody>
</table>
Note: The contractor shall be notified of any deficiency in his performance of the contract with request to take remedial actions failing which the latter may be excluded from forthcoming bidding exercises of the public body.

Recurrence of above shortcomings to be reported to Procurement Policy Office (PPO) for necessary action

Profile of Security Guards:

The security guards to be assigned by the Service Provider shall:

- be medically and physically fit (medical certificate to be submitted on request);
- have a minimum height of 1m 60 for female guards and 1 m 75 for male guards
- be literate (shall hold at least a CPE) and is able to enter incidences and other relevant details in occurrence book;
- have clean morality certificates, and
- Preferably be not above the age of 65 years.

4. **Please note that the following will be considered as poor performance (below standard)**

1. The number of security guards is below the required number at any time;
2. Security guards not wearing uniform and Identification badges;
3. Security guards in the influence of alcohol;
4. Misbehaving with patients, members of the public and hospital staffs;
5. Security guards above the age of 65 and below the age of 20;
6. Security guards smoking while on duty;
7. Absence from their site of work during working hours;
8. Adverse report from hospital authorities;
9. Security guards who are physically unfit and not dynamic;
10. Absence of strict control over access to visitors and members of the public to wards specially at night;
11. Cases of theft reported by Health Institutions;
12. Involvement of Security guards in illegal/immoral activities.

**Please note that this is a non-exhaustive list.**

5. **Monitoring of Standards**

5.1 Identifying shortcomings The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be
Contract Agreement

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the 24th day of the month of June 2021, between, on the one hand, Ministry of Health and Wellness (hereinafter called the “Employer”) and, on the other hand, Rapid Security Services Ltd of 5, Boucherville Street, Port Louis (hereinafter called the “Service Provider”).

WHEREAS

(a) the Employer has requested the Service Provider to provide “Security Services for Other Health Institutions (file references: MHPQ/NP/WKS&S/2019-2020/Q67)” as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs 12,693,600.00 (Rupees Twelve Million Six Hundred and Ninety Three Thousand Six Hundred only) exclusive of VAT for an initial period of one year thereafter renewable for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) the Letter of Acceptance;

   (b) the Service Provider’s Bid;

   (c) the General Conditions of Contract;

   (d) the Scope of Service and Performance Specifications;

   (e) the Activity Schedule (Included in (b) above); and

   (f) the following Appendices:

       Appendix A: Description of the Services (Included in (d) above)

       Appendix B: Schedule of Payments

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

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

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

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

Signature of representative of the Employer

Signature of representative of the Contractor

Mr P. Mawah

Mr Geeandeo Paupiah

Permanent Secretary

Managing Director

for and on behalf of the Senior Chief Executive

for and on behalf of Rapid Security

of Ministry of Health and Wellness

Services Ltd
Bid Submission Form

CPB Ref No: CPB/76/2019

To: Senior Chief Executive, Ministry of Health and Wellness, 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis.

(a) Having examined the bidding documents [including ..........addenda], we offer to execute the “Procurement of Security Services for all Hospitals and Other Health Institutions – (MHPQ/NP/WKS&S/SECURITY/2019-2020/Q67 - CPB/76/2019)” in accordance with the Conditions of Contract, Scope of Service and Performance Specifications and the Activity Schedules accompanying this bid for the Contract Price of Rs. 156,552,200/- (for year 1 and exclusive of VAT, one hundred and fifty six million five hundred and fifty two thousand) and [Insert the total bid Price in words and figures, indicating the various amounts and the respective currencies]:

<table>
<thead>
<tr>
<th>Regions</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 1</td>
<td>41,995,200/-</td>
</tr>
<tr>
<td>Region 2</td>
<td>17,938,800/-</td>
</tr>
<tr>
<td>Region 3</td>
<td>21,508,800/-</td>
</tr>
<tr>
<td>Region 4</td>
<td>26,892,000/-</td>
</tr>
<tr>
<td>Region 5</td>
<td>35,524,800/-</td>
</tr>
<tr>
<td>Other Health Institutions</td>
<td>12,693,600/-</td>
</tr>
</tbody>
</table>
(b) We hereby confirm that this proposal complies with the bid validity of **90 days** as from the closing date for submission of bids or up to **18 October 2020**, whichever is the latest, the deadline date for submission of bids being counted as day one of the bid validity."

(c) We hereby submit as part of our bid, in original form, a Bid Security for the amount of Mauritius Rupees Two Million (Mur 2,000,000.00) valid for one hundred and twenty (120) **days** as from the bid submission deadline or up to **17 November 2020**, whichever is the latest.

(d) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

(e) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

<table>
<thead>
<tr>
<th>Name and address of agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

(if none, state "none")

(f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.
(g) We understand that you are not bound to accept the lowest or any bid you receive.

(h) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding Contract between us, until a formal contract is prepared and executed.

Authorized Signature:  
Name and Title of Signatory:  
Name of Bidder:  
Address:  

[Company’s seal]
Ministry of Health and Wellness

MHPDO/NMW&S/2020-2021/DO130

2 June 2021

The Director
Attn: Mrs. Dussoye Ranjana
Edmond Security Services
4th Floor, Goliva Court
St Jean Road
Quatre Bornes
Email: info@edmondsecurity.mu

Dear Madam,

Procurement of Security Services for all Hospitals and Other Health Institutions (Region 5)


2. The Ministry has approved your offer for the Procurement of Security Services for all Hospitals and Other Health Institutions for Region 5 for the sum of Rs 41,160,000.00 (Rupees Forty-one million one hundred and sixty thousand only) exclusive of VAT as detailed below, subject to the terms and conditions of the bidding documents and extract as per annexed Scope of service for an initial period of one year thereafter renewed for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

<table>
<thead>
<tr>
<th>Region</th>
<th>Contract Price (Rs)</th>
<th>Contract Price (Rs)</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exclusive of VAT</td>
<td>Exclusive of VAT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>for Year 1</td>
<td>for Year 2</td>
<td></td>
</tr>
<tr>
<td>Region 5 (As per Annex 1)</td>
<td>20,580,000.00</td>
<td>20,580,000.00</td>
<td>41,160,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>20,580,000.00</td>
<td>20,580,000.00</td>
<td>41,160,000.00</td>
</tr>
</tbody>
</table>

2. The contract shall come into effect as from the date of this letter. You are therefore required to liaise with the respective Regional Health Director/Medical Superintendent/Regional Health Services Administrator/Hospital Administrator or other officer in charge of each Hospital/health institution for all necessary arrangements to be made in regard to the taking over of the sites. You shall start providing the security services as from 01 July 2021.
4. You are also required to provide the following insurance policies in accordance with clause 2.6 of Section V: Conditions of Contract.

5. Payment will be made on a monthly basis by the 20th of the following month upon submission of your claim (invoice and accompanying documents) not later than the 20th of the current month, duly certified by the respective Regional Health Director or the Officer in Charge of the Health Institutions.

6. You are also reminded that you will be liable to pay liquidated damages to the Ministry for non-performance of the services at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of the liquidated damages shall not exceed 10% of the monthly remuneration for that service. Liquidated damages for non-performance will be deducted from payment due to you and same shall not affect your other liabilities.

7. You may wish to note that the performance of the contract will be monitored on a regular basis and the Ministry may terminate the contract at any time in case of continued poor performance in accordance with the terms and conditions stipulated in the bidding documents.

8. The names, details and Certificate of Character of the security guards to be posted on the respective sites shall be submitted within two weeks after the date of this letter.

9. You are required to conduct a complete survey of all the sites and advise the Ministry on means and ways of re-enforcing security measures with respect to the compound, the storage of goods and materials, lighting, alarm and other surveillance facilities. A report of the survey shall be submitted to the Ministry within the first month of the contract period or such period as may be mutually agreed upon.

10. You are requested to submit within twenty-one (21) days as from the date of this letter a Performance Security representing 10% of the contract value for Year 1 in form of a Bank Guarantee issued by a Commercial bank operating in Mauritius. The Security should be valid for a period of twenty-one (21) days beyond the contractual period and should be submitted to the Procurement Registry, Ministry of Health and Wellness, 10th Floor, Emmanuel Anquetil Building, SSR Street, Port-Louis. Non-submission of the Performance Security within the prescribed delay will entail automatic cancellation of this award.

11. Any correspondence or query in regard to this award should be addressed to the Senior Chief Executive, Attn: Mr. R. Nursing, 5th floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis.
12. Please acknowledge receipt of this order by return fax (211 6864/ 210 5940) within seven (7) days as from date of issue of this letter.

13. Until and unless a formal agreement is signed, this Letter of Award and your offer dated 21 July 2020 shall constitute a binding agreement between you and Ministry of Health and Wellness.

Yours faithfully,

P. Mawah
for Acting Senior Chief Executive
# Annex – Region 5

## Procurement of Security Services for all Hospitals and Other Health Institutions (Region 5)

MHPDO/NMW&S/2020-2021/DO130

<table>
<thead>
<tr>
<th>S.N</th>
<th>NAME OF HOSPITAL/ INSTITUTION</th>
<th>DAY SHIFT</th>
<th>NIGHT SHIFT</th>
<th>Total Amount exclusive of VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MALE</td>
<td>FEMALE</td>
<td>MALE</td>
</tr>
<tr>
<td>1</td>
<td>Victoria Hospital</td>
<td>10</td>
<td>6</td>
<td>11</td>
</tr>
<tr>
<td>2</td>
<td>New Cancer Hospital (Solferino)</td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Dr Yves Cantin Community Centre</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>ENT Hospital</td>
<td>7</td>
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<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Pandit Sahadeo CHC (Vacoas)</td>
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<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Castel AHC</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Curepipe AHC</td>
<td>0</td>
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<td>1</td>
</tr>
<tr>
<td>8</td>
<td>QuatreBornes AHC</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Ollier CHC (Q. Bornes)</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Rose Hill AHC</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>La Caverne AHC</td>
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<td>0</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Stanley CHC</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Vector Biology Control Division (Curepipe)</td>
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<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Club Road AHC (Vacoas)</td>
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<td>0</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>Floreal Mediclinic</td>
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<td>2</td>
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<tr>
<td>16</td>
<td>New Phoenix CHC</td>
<td>0</td>
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<td>1</td>
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<td>17</td>
<td>Wootun Health Club</td>
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<td>1</td>
</tr>
</tbody>
</table>

Grand Total exclusive of VAT 41,160,000.00
Section III – Scope of Service and Performance Specifications

A. Scope of Service

1. Scope of Service

The scope of this Procurement is to enter into agreement with the Successful Bidder (s) for the provision of security services to all Hospitals and other Health Institutions.

2. General duties of Security Personnel

The security service will need to protect the Employer’s assets identified in this bid document from incidents of fire, theft, trespass, intrusion, vandalism and property damage and/or any other incidents which may result in breach of security service.

Typical duties will include:

1. General guarding, including frequent patrol in compound.
2. Entry and egress access control.
3. Preventing unauthorized access to premises and controlling the identity of visitors.
4. Submitting daily operating reports and to also report on any occurring incidents.
5. Recording movements of all incoming and outgoing vehicles.
6. Helping and directing visitors to offices/wards/units.
7. Checking of vehicles in the presence of drivers, prior to taking over as and when required.
8. Checking and securing of internal and external doors, windows openings, gates, padlocks and other property in the compound, paying special attention to materials and equipment.
9. Performing random checks on persons/vehicles leaving the compound in case of high suspicion.
10. Answering telephone or radio calls.
11. Safe custody of keys
12. In case of fire or flooding, informing promptly the respective representative of the Employer and calling for assistance from the Fire Services if need be.
13. Reporting any abnormal occurrence to the respective Representative of the Employer.
14. To prevent access to hawkers in the premises of the hospital.
15. Not to allow any deliveries without the consent of the office in charge of the department.
16. Scrutinize all the areas of operation for oddity, and check perimeter fencing on a regular basis.
17. Since health institutions are no smoking areas, guards should ensure that same is being strictly adhered to. 
18. Performing any other duty related to security as may be directed by the respective Representative of the Employer.

The site supervisor should:
(a) at the start of a shift ensure that all security guards are present, properly dressed, clean, tidy sober and fit for duty;
(b) be responsible for channeling of instructions to all personnel under his responsibility;
(c) ensure a proper standard of discipline among all the security guards;
(d) personally check security guards on the posts to ascertain that they are diligently performing their duties;
(e) ensure that no site of work is left unattended; and
(f) prior to proceeding off duty, he should prepare and submit a situation report to the Hospital Executive Assistant duly signed by the latter and effect proper handing over procedure to his colleague.

Note:
The duties to be performed may differ from site to site. The details shall be clearly communicated during the site visits. Site visits to any region/site may be arranged with the employer/Regional Health Services Administrator, prior to submission of offer.

3. Services under cyclonic conditions

The Service Provider shall make the necessary arrangements to ascertain that security guards are available on sites during cyclone warnings class III and IV, where applicable.
Failure to make such arrangements shall not be entertained as Force Majeure.

3. Profile of security personnel

The Security Guards to be assigned by the Service Provider shall:
1. be medically and physically fit (medical certificate to be submitted on request);
2. have a minimum height of 1m 60 for female guards and 1m 75 for male guards;
3. be literate (shall hold at least a CPE) and is able to enter incidences and other relevant details in occurrence book; and
4. have clean morality certificates, and
5. Preferably be not above the age of 65 years.

The names and details of the Security guards to be posted on their respective sites shall be communicated to the Employer.
two weeks prior to start of services. The Employer reserves the right not to accept the posting of employees who do not meet the above-mentioned requirements.

5. Enhancement of security on sites

The successful bidder shall also be required to submit a detailed profile of all security personnel assigned to the sites of the Ministry.

The updated profile and Certificate of Character of security guard should be submitted in the event there is any change of Security Guard at a particular site.

At the start of the contract the Service Provider shall conduct a complete survey of all the sites and advise the Employer on means and ways of re-enforcing security measures with respect to the compound, the storage of goods and materials, lighting, alarm and other surveillance facilities. A report of the survey shall be submitted to the Employer within the first month of the contract period or such period as may be mutually agreed upon. Such recommendations shall not in any way alleviate the Service Provider from its obligations and responsibilities under the contract.

The guards shall exercise constant vigilance to identify and report any weakness or suspected attempt from intruders or any other occurrence that is likely to compromise the security and safety of the property of the Employer.

The supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of every major event to assist its personnel and to have additional arrangements if necessary, to restore security on site. An investigation should be carried out thereafter in the least possible delay by the Service Provider for such occurrences or any major shortcoming reported by the representative of the Employer so as to establish the facts and to make recommendations as appropriate with respect to the shortcomings.

6. Facilities to be provided by the Employer

The Employer shall provide amenities, communication, lighting, intruder detector, alarms, appropriate enclosures, access control etc. that are reasonably needed on the sites to accommodate the security guards and to enable the latter to carry out their service in an effective and efficient manner.

All security guards to be equipped with a digital walkie-talkie.
Digital Clocking Device with remote reader (from Europe, USA or Australia) to be placed at specified locations within the premises of the health institutions. Quantity and location point of each device to be determined by the prospective Bidder, after carrying out of site visits.

B. Service Level Requirements and Performance Monitoring Service Level Requirements

Service Level Requirements

1. Attendance of Security Guards

Security guards should attend and leave their site of work on time so as to carry out a proper handing over of site with security guards on previous shift. The above procedures should be carried before the departure of security guards from their respective site of work. Moreover, the attendance book should be duly signed and updated, accordingly. Deductions shall be computed on a prorate basis, for all absences, lateness/early departures and failure to sign the arrivals or departures in the hospital/other health institutions attendance book, by any security guard on a daily basis. Not on any three occasions in a month, should any security guard posted at any hospital/other health institution shall be absent on any shift.

2. Management of security guardson site

The Service Provider should submit copy of character certificates of all security guards and site supervisors employed at the different site of work under this contract. Under no circumstance any security guard and site supervisor, whose copy of character certificate has not been submitted to the Employer, should be deployed or used as replacement under this contract. According to the provisions of the contract the Service Provider shall manage the provision of replacement of security guards and site supervisors during the period they are on leave on respective site of work. It is the responsibility of the Service Provider to ensure the prompt replacement of security guards and site supervisors on respective site of work.

In no circumstance should a site be left unattended. Moreover, a security guard should not leave site of work after the end of a work shift without carrying out a proper handing over with the incoming security guard and recorded in the Log Book. In exceptional cases, when the security guard should leave site earlier the Service Provider should make immediate arrangement for replacement. The representative of the Ministry/Health Institution should be immediately informed in writing, accordingly.
3. **Provision of Security of Sites**
   All security guards should respect the work schedule as per the contract and ensure that the level of performance is up to the satisfaction of the Employer. The Service Provider should also ensure the use of appropriate equipment/accessories provided to the guards.
   Immediate remedial action should be taken for any poor level of service recorded by the site supervisor.

4. **Profile and Conduct of Security personnel**
   Security personnel should be literate and be able to register incidences with other relevant details in the Log/Occurrence Book. Security guards personnel should also be medically and physically fit; and medical certificate to be submitted on request.
   Alcoholic drinks/under the influences of alcohol, smoking, use or in possession/dealing/under the influence of any illicit drugs are strictly prohibited on the institution premises.
   Moreover, security guards should behave properly at work and avoid inconsiderate behavior, intimidation, abusive language, vandalism, absent from site work or misconduct themselves during the course of their duties.
   The Service Provider should take immediate action for the replacement of security personnel reported to have been involved in inappropriate conduct, in possession/dealing of any illicit drugs, illegal actions on site of work and as mentioned above.

5. **Uniforms and Identification Badges of Security Guards**
   Security guards on site should at all times be well dressed, wearing appropriate uniforms with identification badge as supplied by the Service Provider.
   Moreover, security guards must also be well equipped as per the provisions of this bidding document.

6. **Attendance/Log/Occurrence Book**
   The Attendance/Log/Occurrence Book should be duly filled and signed by the security guards at time of arrival and departure on site. They should be regular at work and make necessary arrangement for replacement in case any security personnel will be on leave.
   The Attendance/Log/Occurrence Book should be kept secured and made available at any time on request from the representatives of the Ministry/Health Institutions. Documentary evidence of regular monitoring of attendance by the site supervisor of the Service Provider should also be reflected in the Attendance Book.
   Reports and relevant details in the Log/Occurrence Book should be recorded on a daily basis in chronological order.
   Tampering of the Attendance/Log/Occurrence Book by the personnel of the Service Provider shall be considered as misconduct.
7. Emergency on Site
The Supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of any emergency or default to assist its personnel and to have additional arrangements if necessary, to restore order on site. The representative of the Ministry/Health Institution should be immediately informed of the incident which should be also recorded accordingly. Failure to comply with the above, the Service Provider shall be considered not performing to the satisfaction of the Employer.

8. Monitoring of Performance
The Service Provider should ensure that the services provided do not suffer due to inconsistency at work or any physical impairment of the security personnel. Under no circumstances, security guards should be left without supervision from the part of the site supervisors and the Service Provider. The latter should keep records of all adverse reports and the corrective measures taken in the Log/Occurrence Book, thereafter.

The Service Provider shall take immediate remedial action for any adverse report on the job performed and shall maintain, at all time, the standard stipulated therein.

The Employer reserves the right to effect surprise inspections at any time on any sites and the respective Log/Occurrence Book should be made available during inspections.

9. Obligations and Liabilities
The Service Provider shall have the obligations to comply with the Service Level Requirements stipulated above and take corrective measures to maintain the agreed standards of service required.

PERFORMANCE MONITORING

1. Objective:

The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service. Meetings shall also be held at regional level

2. Management Meetings

The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee, comprising Employer’s representatives who are involved in one way or the other in the administration of the security services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service Provider, which shall meet on a quarterly basis or as often as necessary.
There shall be separate committee arrangements where the contract of the Public Body has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day to day matters.

The scope of the Committee(s) shall be for:

(a) reviewing major shortcomings as defined in the general conditions of the contract that have occurred on the sites in the past months and measures taken thereon;

(b) taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider. However, in case of serious shortcomings, penalties would be applied as already defined in the bidding document

(c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;

(d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and

(e) attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate records of the Management Meetings shall be kept by the Employer.


After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

General Conditions

Deductions shall be made for all absences and lateness/early departures for each security guards on a daily basis.

Failure to sign the arrivals or departures in the hospital attendance book by any security guard shall entail deductions of half day salary. An Attendance Log Book kept with the supervisor, provided by the Service Provider shall also be duly filled and signed by all guards.

Severe action will be taken in respect to the following shortcomings:
1. Any security guard found to be in possession of and / or dealing with illicit drugs on any site of work at any point in time

2. If on any three occasions in a month, 10% of the security guards posted at any of the regional hospitals and at BSMHCC are absent on any shift.

3. If on any three occasions in a month, 10% of the security guards posted at any of the regional hospitals and at BSMHCC do not comply with the age requirement.

4. At least two adverse reports in a month from hospital authorities on the behavior (in respect to smoking on site, under the influence of alcohol, inconsiderate behaviour, intimidation, verbal abuse, vandalism, absent from site of work, inconsistency at work, with apparent physical disabilities…) or performance of the security guards.

5. Security guards with no morality certificates (will not allowed on any site)

6. Security guards not performing as per the expectations of the Ministry

7. Poor level of supervision exercised by the site supervisors

8. Security guards not wearing appropriate uniforms and ID badges
**PENALTIES**

Clause 2.9 of the General Conditions of Contract at Section V is superseded and replaced by the following:

Any penalty to which the Contractor shall have rendered himself liable under any of the Conditions of the Contract and any expenditure incurred by the Ministry as a result of a breach of any such condition shall at the option of the Ministry be deducted from any amount due or that may become due to the Contractor under this Contract.

The penalties shall be as follows –

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Default</th>
<th>No. of Maximum Occurrence Limit per month / per site</th>
<th>Rate for Penalties to be applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Late Attendance</td>
<td>3</td>
<td>Rs 200.00/hr</td>
</tr>
<tr>
<td>2</td>
<td>Failure to sign attendance register either on arrival or departure</td>
<td>3</td>
<td>Rs 1,000.00 per occurrence</td>
</tr>
<tr>
<td>3</td>
<td>Failure to sign attendance register on arrivals and departures</td>
<td>1</td>
<td>Half day salary</td>
</tr>
<tr>
<td>4</td>
<td>No proper handing over carried on any shift</td>
<td>3</td>
<td>Rs 500.00 per occurrence</td>
</tr>
<tr>
<td>5</td>
<td>Any security guard absent from site without any replacement</td>
<td>3</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>6</td>
<td>Leaving site earlier without any replacement</td>
<td>3</td>
<td>Rs 3000.00 per occurrence</td>
</tr>
<tr>
<td>7</td>
<td>Leaving site unattended</td>
<td>2</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>8</td>
<td>Tampering of attendance book</td>
<td>1</td>
<td>Rs 10,000.00 per occurrence</td>
</tr>
<tr>
<td>9</td>
<td>Vandalism / tampering with existing facilities, services, equipment and</td>
<td>2</td>
<td>Half of the monthly payment for the site concerned</td>
</tr>
<tr>
<td></td>
<td>assets on the premises</td>
<td></td>
<td>to be deducted and security personnel on duty to be</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>replaced immediately. Matter to be reported to Police</td>
</tr>
<tr>
<td>10</td>
<td>Alcoholic drinks/Under the influence of alcohol / Smoking on site</td>
<td>1</td>
<td>Rs 3,000.00 per occurrence</td>
</tr>
<tr>
<td>11</td>
<td>Misconduct, Inconsiderate behavior,</td>
<td>1</td>
<td>Rs 3,000.00 per</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Default</td>
<td>No. of Maximum Occurrence Limit per month / per site</td>
<td>Rate for Penalties to be applied</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------------------------</td>
<td>------------------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Use / found in possession of /dealing / under the influence of any illicit drugs on any site</td>
<td>1</td>
<td>Rs 10,000.00 per occurrence and security guard on duty to be replaced immediately</td>
</tr>
<tr>
<td>13</td>
<td>Failing to wear uniform/ID Badge/Protective equipment</td>
<td>2</td>
<td>Rs 1,000.00 per occurrence</td>
</tr>
<tr>
<td>14</td>
<td>No Attendance log book available on site for checking purposes by respective Representatives of the Ministry</td>
<td>2</td>
<td>Rs 3,000.00/day/site</td>
</tr>
<tr>
<td>15</td>
<td>Failure on the part of the Service Provider to deal with an emergency or any default</td>
<td>1</td>
<td>Rs 2,000.00 per occurrence</td>
</tr>
<tr>
<td>16</td>
<td>Not respecting the working schedule</td>
<td>1</td>
<td>Rs 2000.00</td>
</tr>
<tr>
<td>17</td>
<td>No supervision by site supervisors</td>
<td>2</td>
<td>Rs 1,000.00 and site supervisor to be replaced immediately</td>
</tr>
<tr>
<td>18</td>
<td>Deployment of medically and physically unfit security personnel</td>
<td>1</td>
<td>Rs 2,000.00 per occurrence and security personnel on duty to be replaced immediately</td>
</tr>
<tr>
<td>19</td>
<td>Non complying with the age requirements</td>
<td>2</td>
<td>Rs 1000.00 per occurrence</td>
</tr>
</tbody>
</table>

**Contractor’s Performance and liabilities**

i. Payment of penalties shall not affect the Service Provider’s other liabilities

ii. Every review of the contractor’s performance during execution of a contract shall be duly recorded. A model of the Form which will be used to record the performance of the contractor is attached as per Annex A.

iii. The Ministry may terminate the contract for a particular site by giving 30 days written notice of termination to the Service Provider in the event that the maximum occurrence limit of penalties has been reached.
Note: The contractor shall be notified of any deficiency in his performance of the contract with request to take remedial actions failing which the latter may be excluded from forthcoming bidding exercises of the public body.

Recurrence of above shortcomings to be reported to Procurement Policy Office (PPO) for necessary action.

**Profile of Security Guards:**

The security guards to be assigned by the Service Provider shall:

- be medically and physically fit (medical certificate to be submitted on request);
- have a minimum height of 1m 60 for female guards and 1 m 75 for male guards
- be literate (shall hold at least a CPE) and is able to enter incidences and other relevant details in occurrence book;
- have clean morality certificates, and
- Preferably be not above the age of 65 years.

4. **Please note that the following will be considered as poor performance (below standard)**

1. The number of security guards is below the required number at any time;
2. Security guards not wearing uniform and Identification badges;
3. Security guards in the influence of alcohol;
4. Misbehaving with patients, members of the public and hospital staffs;
5. Security guards above the age of 65 and below the age of 20;
6. Security guards smoking while on duty;
7. Absence from their site of work during working hours;
8. Adverse report from hospital authorities;
9. Security guards who are physically unfit and not dynamic;
10. Absence of strict control over access to visitors and members of the public to wards specially at night;
11. Cases of theft reported by Health Institutions;
12. Involvement of Security guards in illegal/immoral activities.

Please note that this is a non-exhaustive list.

5. **Monitoring of Standards**

5.1 **Identifying shortcomings**

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be
informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider’s contractual obligations towards providing a satisfactory service.

5.2 Attending to shortcomings

(a) The Employer shall give notice to the Service Provider of any shortcoming;

(b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer’s notice; and

(c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer’s notice, the Employer will consider such act as a lack of performance which could lead to the termination of the whole contract as a breach in the good performance of the contract.
Contract Agreement

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the .......... day of the month of June 2021, between, on the one hand, Ministry of Health and Wellness (hereinafter called the "Employer") and, on the other hand, Edmond Security Services Ltd, 4th Floor, Goliva Court, St Jean Road, Quatre Bornes (hereinafter called the "Service Provider").

WHEREAS

(a) the Employer has requested the Service Provider to provide "Security Services for All Hospitals and Other Health Institutions for Region 5 — file references: MHPQ/NP/WKS&S/2019-2020/Q67 and MHPDO/NMW&S/2020-2021/DO130" as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs 41,160,000.00 (Rupees Forty-one million one hundred and sixty thousand only) exclusive of VAT for an initial period of one year thereafter renewable for a further period of one year at the discretion of the Ministry and subject to satisfactory performance.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
   (a) the Letter of Acceptance;
   (b) the Service Provider’s Bid;
   (c) the General Conditions of Contract;
   (d) the Scope of Service and Performance Specifications;
   (e) the Activity Schedule (Included in (b) above); and
   (f) the following Appendices:
      
      Appendix A: Description of the Services (Included in (d) above)
      Appendix B: Schedule of Payments
      Appendix C: Key Personnel and Subcontractors
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

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

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

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

[Signature]
Signature of representative of the Employer

Mr P. Mawah
Permanent Secretary
for and on behalf of the Senior Chief Executive of Ministry of Health and Wellness

[Signature]
Signature of representative of the Contractor

Mrs Dussoye Ranjana
Director
for and on behalf of Edmond Security Services Ltd
Bid Submission Form

Date: 21ST JULY 2020

CPB Ref No: CPB/76/2019

To: Senior Chief Executive, Ministry of Health and Wellness, 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis.

Having examined the bidding documents /MHPQ/NP/WKS&S/SECURITY/2019-2020/Q67 CPB Ref No: CPB/76/2019 J, we offer to execute the “Procurement of Security Services for all Hospitals and Other Health Institutions – (MHPQ/NP/WKS&S/SECURITY/2019-2020/Q67 - CPB/76/2019)” in accordance with the Conditions of Contract, Scope of Service and Performance Specifications and the Activity Schedules accompanying this bid for the Contract Price of Rs........................ Exclusive of VAT.

[Insert the total bid Price in words and figures, indicating the various amounts and the respective currencies];

<table>
<thead>
<tr>
<th>Regions</th>
<th>Total (Rs)FOR 2 YEARS EXL OF VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 1</td>
<td>57,600,000.00</td>
</tr>
<tr>
<td>Region 2</td>
<td>19,800,000.00</td>
</tr>
<tr>
<td>Region 3</td>
<td>24,000,000.00</td>
</tr>
<tr>
<td>Region 4</td>
<td>30,120,000.00</td>
</tr>
<tr>
<td>Region 5</td>
<td>41,160,000.00</td>
</tr>
<tr>
<td>Other Health Institutions</td>
<td>14,280,000.00</td>
</tr>
</tbody>
</table>
(a) We hereby confirm that this proposal complies with the bid validity of 90 days as from the closing date for submission of bids or up to 18 October 2020, whichever is the latest, the deadline date for submission of bids being counted as day one of the bid validity.”

(b) We hereby submit as part of our bid, in original form, a Bid Security for the amount of Mauritian Rupees Two Million (Mur 2,000,000.00) valid for one hundred and twenty (120) days as from the bid submission deadline or up to 17 November 2020, whichever is the latest.

(c) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

(d) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

<table>
<thead>
<tr>
<th>Name and address of agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
</tr>
</tbody>
</table>

(f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.
(g) We understand that you are not bound to accept the lowest or any bid you receive.

(h) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding Contract between us, until a formal contract is prepared and executed.

Authorized Signature: [Signature]

Name and Title of Signatory: Mrs. Dussoye Ranjana (Director)

Name of Bidder: EDMOND SECURITY SERVICES LTD

Address: 4th Floor Goliva Court St Jean Rd Quatre Bornes

[Company's seal]