



Tourism Authority

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**BIDDING DOCUMENT (SINGLE-STAGE)**

**Issued on: 21 February 2024**

for the

**Supply, Installation,  
Configuration,**

**Testing and Commissioning  
of the Revamping of the  
Integrated Information System  
for**

**Tourism Authority**

**IFB No: OAB No 02 of 2023/2024**

**Project:** *Revamping of the Integrated Information  
System for Tourism Authority*

**Purchaser:** *Tourism Authority*

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

E-licensing/TOP: <https://ta.govmu.org>

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**Issuing date of the IFB: 21 February 2024**

**Brief Description of the Information System:**

**Supply, Installation, Configuration, Testing and Commissioning of the Revamping of the Integrated Information System for Tourism Authority**

**IFB Number: OAB No 02 of 2023/2024**

1. The **Tourism Authority** invites sealed bids from eligible Bidders for the **Supply, Installation, Configuration, Testing and Commissioning of the Revamping of the Integrated Information System for Tourism Authority**.
2. Bidding will be conducted using the Open Advertised National Bidding and is open to all eligible Bidders that meet the minimum qualification criteria from the BDS entry for ITB Clause 6.1 (a).
3. Interested eligible bidders may obtain further information from the **Tourism Authority** and inspect the bidding documents at the address given below<sup>7</sup> from **office hours: 09hrs00 to 15hrs00**.<sup>8</sup> A pre-bid meeting which potential bidders may attend will be held at **13hrs00 on Monday 11 March 2024**.
4. A complete set of bidding documents in English may be purchased by interested Bidders on submission of a written application one day prior to the purchase to the address below and upon payment of a “non-refundable” fee of Rs 700. The method of payment will be Cash. The document will be delivered at the Tourism Authority upon payment.
5. Bids must be delivered to the address below at or before **14hr00 on Friday 29 March 2024**. **Bids need to be secured by a Bid Securing Declaration**. Late bids will be rejected. Bids will be opened in the presence of Bidders’ representatives who choose to attend at the address below<sup>14</sup> at **14hr00 on Friday 29 March 2024**.
6. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which can result in ineligibility to be awarded public contracts.

**The Director**  
**Tourism Authority**  
**Level 2, Victoria House**  
**Cnr Barracks and St Louis Streets, Port Louis.**  
**Tel: 203-1000**  
**Email address: [contactadmin@tourismauthority.mu](mailto:contactadmin@tourismauthority.mu)**

## SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

### (Single-Stage Bidding)

#### Table of Clauses

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## Instructions to Bidders

### A. GENERAL

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- 1. Scope of Bid and Bidding Process**
  - 1.1 The Purchaser named in the BDS and the SCC for GCC Clause 1.1 (b) (i), or its duly authorized Purchasing Agent if so **specified in the BDS** (interchangeably referred to as "the Purchaser" in these Bidding Documents), invites bids for the supply and installation of the Information System (IS), as briefly **described in the BDS** and specified in greater detail in these Bidding Documents.
  - 1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are **provided in the BDS**.
  - 1.3 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.
  - 1.4 If the BDS so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent **specified in, or referred to by, the BDS**.
- 2. Public Entities Related to Bidding Documents and to Challenge and Appeal**
  - 2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity(Purchaser), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).
  - 2.2 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
  - 2.3 Challenges and applications for review shall be forwarded to the addresses indicated **in the BDS**;
- 3. Fraud and Corruption**
  - 3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance to this policy:



- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice”<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>2</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>3</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>4</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (bb) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under sub-clause 3.1 (d) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent,

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<sup>1</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes Public Procuring entity’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>3</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup> A “party” refers to a participant in the procurement process or contract execution.

- engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Public contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a public contract; and
  - (d) will have the right to require that a provision be included in bidding documents and in contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Purchaser to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 9.8 and Clause 41.2 of the General Conditions of Contract.
- 3.3 Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.
- 3.4 By signing the Bid Submission Form, the Bidder represents that it either is the owner of the Intellectual Property Rights in the software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this Clause, Intellectual Property Rights shall be as defined in GCC Clause 1.1 © (xvii). Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 3.1 through 3.4 above, without prejudice of other remedies that the Purchaser may take.
- 3.5 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : [ppo.govmu.org](http://ppo.govmu.org).
- 3.6 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant

authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

#### 4. Eligible Bidders

- 4.1 Subject to ITB 4.5, a Bidder and all parties constituting the Bidder, may have the nationality of any country, except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.
- 4.2 If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been prequalified and continue to meet the eligibility criteria of this Clause. A prequalified Joint Venture may not change partners or its structure when submitting a bid.
- 4.3 A firm may be excluded from bidding if:
- (a) it was engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, or other documents to be used for the procurement of the Information System described in these Bidding Documents; or
  - (b) it is a government-owned enterprise in Mauritius, unless it can establish that it (i) is legally and financially autonomous and (ii) operates under commercial law. No dependent agency of the Purchaser shall be permitted to bid.
- 4.4 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.
- (b) Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- Links for checking the ineligibility lists are available on the PPO's website: [ppo.govmu.org](http://ppo.govmu.org).
- 4.5 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country.

4.6 A firm or other entity that is ineligible according to any of the above provisions of this Clause, may also not participate as a Joint Venture partner, or as Subcontractor for or supplier of goods, works or services.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## 5. Eligible Goods and Services

5.1 For the purposes of these Bidding Documents, the Information System means all:

(a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called “the Goods” in some clauses of the ITB); and

(b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.

5.2 An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the Information System and its goods components are produced or from which the related services are supplied.

## 6. Qualifications of the Bidder

6.1 By submission of documentary evidence in its bid, the Bidder must establish to the Purchaser’s satisfaction:

(a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria **specified in the BDS**, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

- (b) that, in the case of a Bidder offering to supply key goods components of the Information System, as **identified in the BDS**, that the Bidder does not itself produce, the Bidder is duly authorized by the producer to supply those components in Mauritius under the Contract(s) that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the bid, based on the sample found in Section VII.)
- (c) that, if a Bidder proposes Subcontractors for key services if and as **identified in the BDS**, these Subcontractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding; and
- (d) that, in the case of a Bidder not doing business within Mauritius, the Bidder is or will be (if awarded the Contract) represented by an Agent in Mauritius who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements.

6.2 Bids submitted by a Joint Venture of two or more firms as partners shall also comply with the following requirements:

- (a) the bid shall be signed so as to be legally binding on all partners;
- (b) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- (d) the partner or combination of partners that is responsible for a specific component of the Information System must meet the relevant minimum qualification criteria for that component;
- (e) a firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture. If, as a result of the bid opening pursuant to ITB Clause 24, this requirement is not met,

- all bids involving the firm as a single Bidder or Joint Venture partner will be disqualified;
- (f) all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB Clause 6.2 (b) above, in the bid as well as in the Contract (in case of a successful bid).
- 6.3 If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITB Clause 5 and the related evidence required by ITB Clause 13.1 (e) (iii) is submitted. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Purchaser reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 3 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 20 (as revised in the SCC, if applicable) and Appendix 3 to the Contract Agreement.

For the purposes of these Bidding Documents, a Subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Information System to be provided by the Bidder under the Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).

- 6.4 A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB Clause 6.1 (a) allows the qualification of Subcontractors nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Subcontractor so nominated by any Bidder is



automatically disqualified from being a Bidder itself or a partner in a Joint Venture. The same will normally apply to firms that have provided Subcontractor agreements for certain services pursuant to ITB Clause 6.1 (c). Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture, a firm may be proposed as a Subcontractor in any number of bids. If the BDS for ITB 28.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.4 apply only to bids for the same Subsystem(s), lot(s), or slice(s);

- 7. Cost**
- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.
- 8. Site Visit**
- 8.1 The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 8.2 The Purchaser will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Purchaser may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- 8.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

## **B. THE BIDDING DOCUMENTS**

- 9. Content of Bidding Documents**
- 9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 11:
- |             |                                      |
|-------------|--------------------------------------|
| Section I   | Instructions to Bidders (ITB)        |
| Section II  | Bid Data Sheet (BDS)                 |
| Section III | General Conditions of Contract (GCC) |
| Section IV  | Special Conditions of Contract (SCC) |

Section V Technical Requirements (including Implementation Schedule)

Section VI Sample Forms

9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

**10. Clarification of Bidding Documents and Pre-bid Meeting**

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address and by one of the means **indicated in the BDS**. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised as soon as possible. The Purchaser will respond in writing within 7 days prior to the deadline for submission bids to any request for clarification or modification of the Bidding Documents that it receives no later than 14 days prior to the deadline for submission of bids prescribed by the Purchaser. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Purchaser.

10.2 When **specified in the BDS**, the Purchaser will organize and Bidders are welcome to attend a pre-bid meeting at the time and place **indicated in the BDS**. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing to reach the Purchaser not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Purchaser. Any modification to the Bidding Documents listed in ITB Clause 9.1, which may become



necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively by issuing an Addendum pursuant to ITB Clause 11 and not through the minutes of the pre-bid meeting.

### **11. Amendment of Bidding Documents**

11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.

11.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Purchaser. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.

11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify all Bidders in writing of the extended deadline.

## **C. PREPARATION OF BIDS**

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### **12. Language of Bid**

12.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Purchaser shall be written in English. Any printed literature furnished by the Bidder as part of its bid may be in a language not specified in the BDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

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

### **13. Documents Comprising the Bid**

13.1 The bid submitted by the Bidder shall comprise:

- (a) Bid Submission Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;

- (b) all Price Schedules duly completed in accordance with ITB Clauses 14, 15, and 18 and signed by a person or persons duly authorized to bind the Bidder to the Contract;
- (c) if required, Bid-securing Declaration or Bid Security furnished in accordance with ITB Clause 17;
- (d) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB Clause 19.2;

(e) Attachments:

(i) Attachment 1: Bidder's Eligibility

In the absence of prequalification, documents establishing to the Purchaser's satisfaction the Bidder's eligibility to bid, including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;

(ii) Attachment 2: Bidder's Qualifications

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Clause 6.1 (a), the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Any Manufacturer's Authorizations and Subcontractor agreements specified as required in the BDS for ITB Clauses 6.1 (b) and 6.1 (c);

(iii) Attachment 3: Eligibility of Goods and Services

Documents establishing, to the Purchaser's satisfaction, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder are eligible Goods and Services as defined under ITB Clause 5. If awarded the Contract, the Bidder shall submit for such components of the Information System evidence of eligibility, which shall be confirmed by a certificate of origin issued at the time of shipment;

(iv) Attachment 4: Conformity of the Information System to the Bidding Documents

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 16, that the Goods and Services components of the Information System to be

supplied, installed, and/or performed by the Bidder conform to the Bidding Documents;

(v) Attachment 5: Proposed Subcontractors

A list of all major items of Goods or Services that the Bidder proposes to purchase or subcontract from others, and the name and nationality of the proposed Subcontractor, including vendors, for each of those items;

(vi) Attachment 6: Intellectual Property

A list of:

(1) all Software included in the Bidder's bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

(A) System, General Purpose, and Application Software; and

(B) Standard and Custom Software.

(2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's bid.

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c).

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the System).

## 14. Bid Prices

14.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Section VI (Forms 2.5 and 2.6), and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section VI for the various cost tables, in the manner specified below.

14.2 The price of items that the Bidder has left blank in the cost tables provided in Section VI shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during evaluation in accordance with ITB Clause 28.6 (c) (iii).

- 14.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section V, and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
- 14.4 (a) Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire system on a “single responsibility” basis such that the total bid price covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, including procurement and subcontracting (if any), delivery, transportation on the project sites, installation and completion of the system. This includes all requirements under the Supplier’s responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- (b) Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.
- (c) Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules in Section VI.
- 14.5 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in Mauritius on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded. Unless otherwise **specified in the BDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).
- 14.6 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 29.4 and prices

for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xii), shall be quoted as Service prices in accordance with ITB Clause 14.5 on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the System and, if appropriate, of the Bidder's own allowance for price increases.

14.7 Unless otherwise **specified in the BDS**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

## 15. Bid Currencies

15.1 Prices shall be quoted in the following currencies:

- (a) The Bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside Mauritius in the currencies of countries eligible according to Section III. If the Bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used.
- (b) Unless otherwise **specified in the BDS**, the Bidder shall express its prices for such Information Technologies, associated Goods, and Services to be supplied locally (i.e., from within Mauritius) in Mauritian Rupees.

## 16. Documents Establishing the Conformity of the Information System to the Bidding Documents

16.1 Pursuant to ITB Clause 13.1 (e) (iv), the Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract.

16.2 The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:

- (a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;
- (b) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the

Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;

- (c) a Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics **specified in the BDS**. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;
- (d) a written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.

16.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 (b), the Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by the Purchaser in its Technical Requirements are intended to be descriptive and not restrictive. Except where explicitly **prohibited in the BDS** for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

## 17. Securing the Bid

17.1 The BDS for this Clause specifies whether bids must be secured, and if so, whether by a Bid-Securing Declaration or by a Bid Security. If a Bid Security is required or optional, the **BDS also specifies the amount**.

17.2 Securing the bids shall be substantially in accordance with the related sample forms included in Section VI or other forms approved by the Purchaser prior to bid submission. Bids must remain secured for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2. In case of a Bid Security, it shall also:



- (a) be in the form of a bank/insurance guarantee from a banking institution or Insurance Company;
- (b) be issued by a reputable overseas institution located in any eligible country or any commercial bank/insurance company operating in Mauritius selected by the Bidder and; if the institution issuing the security is located outside Mauritius, it shall have a correspondent financial institution located in Mauritius to make the security enforceable;
- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 17.6 is/are invoked;
- (d) be submitted in its original form; copies will not be accepted.

17.3 The Bid-Securing Declaration or the Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid-Securing Declaration pursuant to ITB Clause 17.6 will apply to all partners to the Joint Venture.

17.4 If a Bid-Securing Declaration or Bid Security is required in accordance with ITB Clause 17.1, any bid not accompanied by a substantially acceptable Bid-Securing Declaration or Bid Security in accordance with ITB Clauses 17.2 and 17.3, shall be rejected by the Purchaser as non-responsive.

17.5 Unless executed or forfeited pursuant to ITB Clause 17.6, Bid-Securing Declarations, if any, will expire for, or Bid Securities, if any, will be returned as promptly as possible to,

- (a) all Bidders upon annulment of the bidding pursuant to ITB Clause 34;
- (b) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;
- (c) the unsuccessful Bidders at the same time as in (b), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

17.6 The Bid-Securing Declaration, if any, may be executed, or the Bid Security, if any, may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form or any extension of validity the Bidder has agreed to pursuant to ITB Clause 18.2; or

- (b) if a bidder has refused to accept a correction of an error appearing on the face of the bid;
- (b) in the case of the successful Bidder, if the Bidder fails to:
  - (i) sign the Contract Agreement in accordance with ITB Clause 36; or
  - (ii) furnish the Performance Security in accordance with ITB Clause 37.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 36; or furnish a performance security in accordance with ITB 37;

the Bidder may be disqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO.

## 18. Period of Validity of Bids

18.1 Bids shall remain valid, at a minimum, for the period **specified in the BDS** after the deadline date for bid submission prescribed by the Purchaser, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. For the convenience of Bidders, the BDS spells out the minimal original expiration dates for the validity of the bid and, if applicable pursuant to ITB Clause 17.1, for securing the bid. However, Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.

18.2 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 17.2.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid



evaluation will be based on the bid prices without taking into consideration the above correction.

### 19. Format and Signing of Bid

- 19.1 The Bidder shall prepare an original and the number of copies/sets of the bid **specified in the BDS**, clearly marking each one as “ORIGINAL BID,” “COPY NO. 1,” “COPY NO. 2,” etc., as appropriate. In the event of any discrepancy between them, the original shall govern.
- 19.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 13.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, **as specified in the BDS**. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 19.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 19.4 The Bidder shall furnish in the Bid Submission Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.

## D. SUBMISSION OF BIDS

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### 20. Sealing and Marking of Bids

- 20.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number].” The envelopes shall then be sealed in an outer envelope.
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Purchaser at the address **given in the BDS**, and
  - (b) bear the Project name indicated in the BDS for ITB Clause 2.1, the Invitation for Bids title and number, and the Contract name(s), as indicated in the BDS for ITB Clause 1.2, and the statement “DO NOT OPEN BEFORE [time and date],” to be completed with the time and date specified in the BDS for ITB Clause 24.1.

- 20.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."
- 20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2 above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Purchaser will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.
- 21. Deadline for Submission of Bids**
- 21.1 Bids must be received by the Purchaser at the address specified in the BDS for ITB Clause 20.2 no later than the time and date **stated in the BDS**.
- 21.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Purchaser prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 19.2.
- 23.2 All notices of withdrawal, substitution, or modification shall
- (a) be addressed to the Purchaser at the address named in the BDS for ITB Clause 20.2 (a), and
  - (b) bear the Contract name, the IFB Title and IFB Number, and the words "BID WITHDRAWAL NOTICE", "BID SUBSTITUTION NOTICE", or "BID MODIFICATION NOTICE".
- 23.3 A notice may also be sent by electronic means such as fax or e-mail **if so provided for in the BDS**, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney.

- 23.4 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 23.5 The substitution or modification of the bid shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Bidders shall provide an original and the number of copies specified in the BDS for ITB Clause 19.1 of any substitution or modification to its bid, clearly identified as such, in two inner envelopes duly marked “BID SUBSTITUTION -- ORIGINAL” or “BID MODIFICATION -- ORIGINAL” and “BID SUBSTITUTION -- COPIES” or “BID MODIFICATION -- COPIES.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “BID SUBSTITUTION” or “BID MODIFICATION”.
  - (b) Other provisions concerning the marking and dispatch of a bid substitution or modification shall be in accordance with ITB Clauses 20.2, 20.3, and 20.4.
- 23.6 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the execution of the Bid-Securing Declaration, if any, or forfeiture of the Bid Security, if any, pursuant to ITB Clause 17.6.

## E. BID OPENING AND EVALUATION

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### 24. Opening of Bids by Purchaser

- 24.1 The Purchaser will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders’ representatives who choose to attend, at the time, on the date and at the place **specified in the BDS**. Bidders’ representatives shall sign a register as proof of their attendance.
- 24.2 First, envelopes marked “BID WITHDRAWAL NOTICE” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “BID SUBSTITUTION NOTICE” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned

to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "BID MODIFICATION NOTICE" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

24.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total bid price including any unconditional discounts, and, if applicable, the prices and unconditional discounts for Subsystems, lots, or slices; the presence or absence of a Bid-Securing Declaration or a Bid Security if one was required; any conditional discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits such discounts to be considered in the bid evaluation; and any other such details as the Purchaser may consider appropriate.

24.4 Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with ITB Clause 24.2, will promptly be returned, unopened, to their Bidders.

24.5 The Purchaser will prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Clause 24.3. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

## **25. Clarification of Bids**

25.1 During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

## **26. Preliminary Examination of Bids**

26.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the prequalification.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected.

26.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Information System; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids. 26.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself.

## 27. Conversion to Single Currency

27.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in various currencies and amounts into a single currency **specified in the BDS**, using the selling exchange rate established by the source and on the date also **specified in the BDS**.

**28. Evaluation and Comparison of Bids**

28.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26. The evaluation will be performed assuming either that:

- (a) the Contract will be awarded to the lowest evaluated Bidder for the entire Information System; or
- (b) if **specified in the BDS**, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose bids result in the lowest combined evaluated price for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in bids. However, such discounts will only be considered in the price evaluation if so **confirmed in the BDS**.

28.2 To be considered for Contract award, Bidders must have submitted bids

- (a) for which detailed bid evaluation using the same standards for compliance determination as listed in ITB Clauses 26.3 and 26.4 confirms that the bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in, substantially, the full required quantities for the entire Information System or, if allowed in the BDS for ITB Clause 28.1, the individual Subsystem, lot or slice bid on; and
- (b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB Clause 31.2.

28.3 The Purchaser's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB Clause 14 (Bid Prices).

28.4 If **indicated by the BDS**, the Purchaser's evaluation of responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$



where

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive bids

$T$  = the total Technical Score awarded to the bid

$T_{high}$  = the Technical Score achieved by the bid that was scored highest among all responsive bids

$X$  = weight for the Price as **specified in the BDS**

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB Clause 31 (Postqualification).

28.5 If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight,  $X$ , is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the criteria set forth below.

- (a) The technical features to be evaluated are generally defined below and specifically **identified in the BDS**:
- (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Information System.
  - (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.
  - (iii) The quality of the Bidder's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VI

- (Technical Requirements) or proposed by the Bidder based on the Bidder's experience.
- (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically **identified in the BDS**, namely:
- (i) The technical features that reflect how well the Information System meets the Purchaser's Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Information System).
  - (ii) The technical features that reflect how well the Information System meets the System's Functional Performance Standards.
  - (iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.
- (c) As **specified in the BDS**, each category will be given a weight and within each category each feature may also be given a weight.
- (d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.
- (e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:



$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

$t_{ji}$  = the technical score for feature “i” in category “j”

$w_{ji}$  = the weight of feature “i” in category “j”

$k$  = the number of scored features in category “j”

and 
$$\sum_{i=1}^k w_{ji} = 1$$

- (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

$S_j$  = the Category Technical Score of category “j”

$W_j$  = the weight of category “j” as **specified in the BDS**

$n$  = the number of categories

and 
$$\sum_{j=1}^n W_j = 1$$

28.6 The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs (P) plus the Recurrent Costs (R);

where the Adjusted Supply and Installation Costs (P) are determined as:

- (a) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside Mauritius, in accordance with ITB 14.4; plus
- (b) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB 14.5;
- (c) with adjustments for:

- (i) Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed completion of the entire Information System, if **permitted in the BDS** and provided they do not exceed the maximum permissible delay period **specified in the BDS**. For evaluation purposes, a pro rata increase of the total Supply and Installation Costs will be added using the percentage(s) **specified in the BDS** for each week of delay. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.
  - (ii) Deviations taken to the Contract payment schedule specified in the SCC. If deviations are **permitted in the BDS**, for evaluation purposes the total Supply and Installation Costs will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the SCC, at the interest rate **specified in the BDS**.
  - (iii) Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
  - (iv) Corrections to errors in arithmetic, in accordance with ITB Clause 26.2.
  - (v) Any discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits the consideration of discounts in the price evaluation.
- (d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

where

$N$  = number of years of the Warranty Period, defined in SCC Clause 29.4

$M$  = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

$x$  = an index number 1, 2, 3, ...  $N + M$  representing each year of the combined Warranty Service and Post-Warranty Service Periods.

$R_x$  = total Recurrent Costs for year “ $x$ ,” as recorded in the Recurrent Cost Sub-Table.

$I$  = discount rate to be used for the Net Present Value calculation, as **specified in the BDS.**

**29. Domestic Preference**

29.1 No margin of domestic preference will apply.

**30. Contacting the Purchaser**

30.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

30.2 If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, its bid may be rejected.

## F. POST QUALIFICATION AND AWARD OF CONTRACT

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**31. Post-qualification**

31.1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder (including Joint Venture Partners, and any Subcontractors for which the BDS for ITB Clause 6.1 (a) permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 6. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.

31.2 Pursuant to ITB Clauses 6 and 16, and as additionally may be **specified in the BDS**, the determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder's

qualifications, as well as other information the Purchaser deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. If so **specified in the BDS**, at the time of post qualification the Purchaser may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements.

31.3 An affirmative post qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**32. Award  
Criteria**

32.1 Subject to ITB Clause 34, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.

**33. Purchaser's  
Right to Vary  
Quantities at  
Time of  
Award**

33.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) **indicated in the BDS**, any of the following:

- (a) the quantity of substantially identical Subsystems; or
- (b) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or
- (c) the quantity of Installation or other Services to be performed,

from that originally specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other terms and conditions.

**34. Purchaser's  
Right to  
Accept Any  
Bid and to  
Reject Any or  
All Bids**

34.1 The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

- 35. Notification of Award**
- 35.1 Following the identification of the selected bidder, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to the notification of the intention to award the contract as referred to in section 40 of the Act, and prior to the expiration of the period of bid validity, the Purchaser shall notify the successful bidder, in writing, by a Letter of Acceptance that its bid has been accepted.
- 35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 35.3 The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information: name of the winning Bidder, the price it offered, as well as the duration and summary scope of the contract awarded.
- 35.4 Upon the successful Bidder furnishing the signed Contract Agreement and the Performance Security pursuant to ITB Clause 37, the Purchaser will promptly notify each unsuccessful Bidder, and will discharge all remaining Bid Securities, if any, as provided in ITB Clause 17.5(c).
- 36. Signing of Contract**
- 36.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 36.2 As soon as practically possible, but no more than twenty-eight (28) days following receipt of the Contract Agreement, the successful Bidder shall sign and date it, and return it to the Purchaser.
- 37. Performance Security**
- 37.1 As soon as practically possible, but no more than twenty-eight (28) days following receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using the Performance Security form provided in the Bidding Documents or another form acceptable to the Purchaser.
- 38. Adjudicator**
- 38.1 Unless otherwise **stated in the BDS**, the Purchaser proposes that the person named in the BDS be appointed as Adjudicator under the

Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 6. In this case, a résumé of the named person is **attached to the BDS**. The proposed hourly fee for the Adjudicator is **specified in the BDS**. The expenses that would be considered reimbursable to the Adjudicator are also **specified in the BDS**. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Submission Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the BDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 6.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator

### 39. Debriefing

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

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## Section II. Bid Data Sheet (BDS)

### Bid Data Sheet

The following specific information relating to the System to be procured and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

#### A. GENERAL

ITB 1.1	Name of Purchaser: <b><i>Tourism Authority</i></b> Name of authorized Purchasing Agent: <b><i>“none”</i></b> Description of the System for which bids are invited: <b><i>Supply, Installation, Configuration, Testing and Commissioning of the Revamping of the Integrated Information System for Tourism Authority</i></b>
ITB 1.2	Title of IFB: <b><i>Supply, Installation, Configuration, Testing and Commissioning of the Revamping of the Integrated Information System for Tourism Authority</i></b> Number of IFB: <b><i>OAB No 02 of 2023/2024</i></b> Name of resulting Contract(s): <b><i>Supply, Installation, Configuration, Testing and Commissioning of the Revamping of the Integrated Information System for Tourism Authority</i></b>
ITB 2.3	(a) Challenges shall be addressed to: <div style="text-align: center;"> <p><i>Tourism Authority</i>  <i>The Director</i>            Level 2, Victoria House            Cnr Barracks and St Louis Streets,            Port Louis.            Tel : 203-1000            Email add: <i>it@tourismauthority.mu</i></p> </div> (b) Application for Review shall be addressed to: <div style="text-align: center;"> <p><b>The Chairperson</b>  <b>Independent Review Panel,</b>  <b>5th Floor,</b>  <b>Belmont House,</b>  <b>Intendance Street</b>  <b>Port Louis</b></p> </div>

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

 Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

 Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

 E-licensing/TOP: <https://ta.govmu.org>



	<b>Tel : +2302602228</b> <b>Email : irp@govmu.org</b>
ITB 4.1	<p><b>(i) Bidding is limited to citizens of Mauritius or entities incorporated in Mauritius.</b></p> <p><b>(ii) Where there is an international joint venture, the Lead partner shall be the local entity.</b></p>
ITB 6.1 (a)	<p>Qualification requirements for Bidders (<b>in case of Joint Venture, qualification and experience of any party will be considered</b>) are:</p> <p><b>(i) As per Section V number 21 – Detailed Evaluation Criteria</b></p> <p><b>(ii) For financial viability, the Bidder to demonstrate annual turnover of at least Rs 50M.</b></p> <p><b>Bidders to fill Response Template <u>3.5.5</u> Financial Capabilities Litigation History</b></p> <p>Litigation history of the service provider for the last 5 years with a brief on grounds, present status and outcome of cases.</p> <p>Bidders should use Form 3.5.8 Litigation History in the bidding document to provide information regarding their Litigation History.</p>
ITB 6.1 (b)	<p>Manufacturer's Authorizations for Information Technologies - except for those technologies which the Bidder itself manufactures - are required for the following types/categories: <b>All software</b></p>
ITB 6.1 (c)	<p>If the Bidder proposes to use subcontractors for the provision of certain key services, written agreements by the proposed firms to provide these services in case of contract(s) resulting from this bidding are required for the following types/categories of services: <b>All</b></p>

## B. THE BIDDING DOCUMENTS

ITB 10.1	<p><i>Tourism Authority</i>  <b>Secretary of Departmental Bid Committee</b>  Level 3, Victoria House  Cnr Barracks and St Louis Streets,  Port Louis.  <i>Tel : 203-1000</i>  <i>email address: arojoa@tourismauthority.mu</i></p>
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ITB 10.2	Pre-Bid meeting will help bidders to clear out grey areas they might have. The meeting will take place at the Tourism Authority, Level 2, Victoria House, Cnr Barracks and St Louis Streets, Port Louis at <b><u>13hrs00 on Monday 11 March 2024.</u></b>
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### **C. PREPARATION OF BIDS**

ITB 14.1	Recurrent cost items are required.
ITB 14.5	Not Applicable
ITB 14.7	Prices quoted by the Bidder shall be fixed and in <b>Mauritian Rupees</b>
ITB15.1 (b)	<p>The currency to be used for quoting prices of the Goods and Services components of the System offered locally (i.e., from within Mauritius), as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local services incidental to delivery, installation and operation of the System, is: <b>Mauritian Rupees.</b></p> <p><b>Note:</b> Bid prices are usually lower if Bidders are allowed to quote and be paid in either the currency of expenditure or another internationally traded currency of their choice for each component of the System they offer.</p>
ITB 16.2 (c)	<p>In addition to the topics described in ITB Clause 16.2 (c), the Preliminary Project Plan must address the following topics:</p> <ul style="list-style-type: none"> <li>(i) Project Organization and Management Plan</li> <li>(ii) Delivery and Installation Plan</li> <li>(iii) Task, Time, and Resource Schedules</li> <li>(iv) Detailed Evaluation Criteria</li> <li>(v) Preparation of Software Requirements Specifications</li> <li>(vi) Development of prototypes and presentation of system prototypes to user</li> <li>(vii) Implementation of application system &amp; installation</li> <li>(viii) Testing/User Acceptance</li> <li>(ix) Training plan</li> <li>(x) Operational Acceptance of the System</li> <li>(xi) Risk Management</li> <li>(xii) All relevant closes as per the Technical Requirements</li> </ul>
ITB 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: <b>None</b>

ITB 17.1	Bids to be secured by a <b>Bid Securing Declaration</b> .
ITB 17.7	If the Bidder incurs any of the actions prescribed in ITB Clause 18.7 (a) or (b), the Bidder may be declared ineligible to be awarded contracts by the Republic of Mauritius for a period-to be determined by PPO.
ITB 18.1	The bid validity period shall be <b>ninety (90) days</b> after the deadline for bid submission, as specified below in reference to ITB Clause 21
ITB 19.1	Required number of bid copies, besides the original: <b>Two hard copies and one soft copy in pdf format</b>
ITB 19.2	<p>Bids shall be signed by the bidder or person/s duly authorized to sign on behalf of the Bidder.</p> <p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 6.2 and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>

## D. SUBMISSION OF BIDS

ITB 20.2 (a)	<p>Bid shall be submitted to:</p> <p style="text-align: center;"><b><i>The Director</i></b> <i>Tourism Authority</i> <b><i>Through Confidential Registry</i></b> Level 3, Victoria House Cnr Barracks and St Louis Streets, Port Louis. <b><i>Tel : 203-1000</i></b></p>
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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)E-licensing/TOP: <https://ta.govmu.org>

ITB 21.1	Deadline for bid submission is: <b><u>at 14hr00 on Friday 29 March 2024.</u></b>
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## **E. BID OPENING AND EVALUATION**

ITB 24.1	<i>Time, date, and place for bid opening are: <b><u>in the Conference Room, Tourism Authority, Level 2, Victoria House, Cnr Barracks and St Louis Streets, Port Louis</u></b></i>
ITB 27.1	The currency chosen for the purpose of converting to a common currency is: <b>Not applicable</b>
ITB 28.1	Bids for Subsystems, lots, or slices of the overall Information System will not <b>be accepted</b> . Discounts for the award of multiple Subsystems, lots, or slices <b>will not</b> be considered in bid evaluation.
ITB 28.4	The bid evaluation <b>will</b> take into account technical factors in addition to cost factors. <b>Financial weight is 30% and Technical weight is 70%.</b>
ITB 28.5	Parts (a) and (b) The technical evaluation categories and the features to be evaluated within each category are as follows: Refer to Section 21, 23: Technical Requirements for more details. Parts (c), (e) and (f). The evaluation weights for categories and technical features within categories are at the end of Section II. Bid Data Sheet.
ITB 28.6 (c) (i)	The Purchaser <b>may accept deviations</b> in the schedule of installation and commissioning specified in the Implementation Schedule. Schedule deviations are acceptable, for a maximum advance period of <b><u>8 weeks, and a maximum delay period of 8 weeks.</u></b> The percentage for adjustment of a bid offering to complete installation and commissioning later than the specified date, but earlier than the maximum delay, is 1 % of the bid price per week.
ITB 28.6 (c) (ii)	<i>The <b>Purchaser will not accept deviations</b> in the payment schedule in the SCC.</i>

## F. POST QUALIFICATION AND AWARD OF CONTRACT

ITB 31.2	<p>A. As additional post-qualification measures, the Information System (or components/parts of it) offered by the Lowest Evaluated Bidder may be subjected to the following tests and performance benchmarks prior to Contract award:</p> <p>(a) <b>During the evaluation stage, the technically <u>shortlisted bidders</u> will be called upon to give a <u>demonstration</u>, at the Tourism Authority, of the proposed solution at their <u>own costs</u>.</b></p> <p>(b) The purpose of the demonstration is to describe the major contents and highlights of the technical bid submitted. The Evaluation Team and future users shall be present during the demonstration.</p> <p><b>Only PowerPoint presentation <u>will not</u> be acceptable.</b></p> <p>B. Bidder may also use any live recording of the proposed solution or a record video for the live demo of the functionalities of the integrated system as defined in the Technical Specifications. The selected bidder shall notify the Bid Evaluation Committee of the method used for the demonstration.</p> <p>C. The demonstration should also provide the following:</p> <p>(a) Data and Information security, Confidentiality benchmarking and,</p> <p>(b) Document reviews.</p>
ITB 33.1	Percentage for quantity increase or decrease: <b>15%</b> .
ITB 38.1	There will be no Adjudicator under this Contract.

*If the BDS for ITB 28.5 refers to technical/quality evaluation parameters and scoring scheme attached to the BDS.*

## DETAILED EVALUATION CRITERIA

The bid evaluation will consider technical factors in addition to cost factors:

Item	Evaluation Criteria	Marks
1	Experience of the firm related to the assignment	30
2	Understanding of TA requirements, adequacy of the proposed work plan and methodology in responding to the Technical Requirements	30
3	Key professional staff qualifications and competence	30
4	Solution Demonstration	10
<b>Total</b>		<b>100</b>

**Financial weight is 30% and Technical weight is 70%**

The minimum technical score required to pass is: **70 Marks.**





## **SECTION III. GENERAL CONDITIONS OF CONTRACT**

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# General Conditions of Contract

## A. CONTRACT AND INTERPRETATION

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### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) contract elements

- (i) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- (iii) “Contract Agreement” means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- (iv) “GCC” means the General Conditions of Contract.
- (v) “SCC” means the Special Conditions of Contract.
- (vi) “Technical Requirements” means the Technical Requirements Section of the Bidding Documents.
- (vii) “Implementation Schedule” means the Implementation Schedule Sub-section of the Technical Requirements.

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

E-licensing/TOP: <https://ta.govmu.org>

- viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
  - (ix) “Bidding Documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the Bidding Documents reflect the Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.
- (b) entities
- (i) “Purchaser” means the entity purchasing the Information System, as **specified in the SCC**.
  - (ii) “Project Manager” means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.
  - (iii) “Supplier” means the firm or Joint Venture whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (iv) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
  - (v) “Subcontractor” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or

Services, is subcontracted directly or indirectly by the Supplier.

- (vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 6.1 (Adjudication).
- (c) scope
- (i) “Information System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.
  - (ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
  - (iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
  - (iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.
  - (v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make

operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.

- (vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract



Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

- (x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- (xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
- (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
- (xv) “Standard Materials” means all Materials not specified as Custom Materials.

- (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
  - (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
  - (xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
- (d) activities
- (i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract.
  - (ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

- (iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
  - (iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).
  - (v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).
  - (vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).
- (e) place and time
- (i) “Purchaser’s Country” is the **Republic of Mauritius**
  - (ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
  - (iii) “Project Site(s)” means the place(s) **specified in the SCC** for the supply and installation of the System.

- (iv) “Eligible Country” means the countries and territories eligible for participation in procurements **as defined in the SCC.**
- (v) “Day” means calendar day of the Gregorian Calendar.
- (vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Mauritius.
- (vii) “Month” means calendar month of the Gregorian Calendar.
- (viii) “Year” means twelve (12) consecutive Months.
- (ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).
- (x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **specified in the SCC.**
- (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).
- (xii) “The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

(xiii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

## 2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

## 3. Interpretation

### 3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in English and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence is prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

### 3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

### 3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

### 3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

### 3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

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parties thereunder shall be as prescribed by the current Incoterms (“Incoterms 2000” or a more recent version if and as published). Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

### 3.6 Entire Agreement

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

### 3.7 Amendment

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

### 3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

### 3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the

Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

### 3.10 Nonwaiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### 3.11 Severability

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

### 3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and



Services is distinct from the nationality of the Supplier and may be different.

#### 4. Notices

- 4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile or electronic mail with the following provisions.
- 4.1.1 Any notice sent by facsimile or electronic mail shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.
- 4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.1.3 Any notice delivered personally or sent by facsimile or electronic mail shall be deemed to have been delivered on the date of its dispatch.
- 4.1.4 Either party may change its postal, facsimile, electronic mail, addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- 4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager

and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

**5. Governing Law** 5.1 The Contract shall be governed by and interpreted in accordance with the laws of Mauritius.

**6. Settlement of Disputes** 6.1 Adjudication

6.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 6.2.1.

6.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and

binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

6.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.

6.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

## 6.2 Arbitration

### 6.2.1 If

- (a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 6.1.2, or
- (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 6.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or
- (c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 6.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

- then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.
- 6.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 6.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## B. SUBJECT MATTER OF CONTRACT

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### 7. Scope of the System

- 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

- 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
- 7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC**, including the relevant terms, characteristics, and timings.
- 8. Time for Commencement and Operational Acceptance**
- 8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time **specified in the SCC** and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 9. Supplier's Responsibilities**
- 9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Mauritius that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in Mauritius, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims,



finances, penalties, and expenses were caused or contributed to by a fault of the Purchaser.

- 9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
- 9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.8 The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if required by the Purchaser. The Supplier's attention is drawn to Sub-Clause 41.2.1(c), which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under Sub-Clause 9.8 constitute a prohibited practice subject to contract termination.
- 9.9 Other Supplier responsibilities, if any, are as **stated in the SCC.**
- 9.10 The Supplier shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

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

## 10. Purchaser's Responsibilities

- 10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.
- 10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule



specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).

- 10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in

the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.

- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.12 Other Purchaser responsibilities, if any, are **as stated in the SCC**.

## C. PAYMENT

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- 11. Contract Price** 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:
- (a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

- (b) in accordance with the price adjustment formula (if any) **specified in the SCC.**

11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

## 12. Terms of Payment

12.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as **specified in the SCC.**

12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).

12.3 Payments shall be made promptly by the Purchaser, but in no case later than 21 working days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 All payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made in Mauritian Rupees, unless otherwise **specified in the SCC.**

12.5 Unless otherwise **specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside Mauritius shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will

be payable on presentation of the appropriate documents.

## 13. Securities

### 13.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

### 13.2 Advance Payment Security

13.2.1 As **specified in the SCC**, the Supplier shall provide a security equal in amount and currency to the advance payment, and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The way the value of the security is deemed to become reduced and, eventually, voided is as **specified in the SCC**. The security shall be returned to the Supplier immediately after its expiration.

### 13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank/insurance guarantee in the form provided in the Sample Forms Section of the Bidding Documents, or it shall be in another form acceptable to the Purchaser.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including,

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

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but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC**, on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

#### **14. Taxes and Duties**

14.1 For Goods or Services supplied from outside Mauritius, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Mauritius. Any duties, such as importation or customs duties, and taxes and other levies, payable in Mauritius for the supply of Goods and Services from outside Mauritius are the responsibility of the Supplier on the basis of DDP and have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in Mauritius, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Mauritius, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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Hotline: 8910

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the date twenty-eight (28) days prior to the date of bid submission in Mauritius (also called “Tax” in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

## D. INTELLECTUAL PROPERTY

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### 15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser’s contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise **specified in the SCC.**
- 15.4 As applicable, the Purchaser’s and Supplier’s rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. **Subject to the SCC,** the Intellectual Property

Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are **specified in the SCC** and in **accordance with the SCC**.

## 16. Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a) be:

- (i) nonexclusive;
- (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
- (iii) valid throughout the territory of the Republic of Mauritius (or such other territory as **specified in the SCC**); and
- (iv) subject to additional restrictions (if any) as **specified in the SCC**.

(b) permit the Software to be:

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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Hotline: 8910

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- (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
- (ii) as **specified in the SCC**, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;
- (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) as **specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to

use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and

- (vii) disclosed to, and reproduced for use by, the Purchaser and by such other persons as are **specified in the SCC** (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

16.2 The Standard Software may be subject to audit by the Supplier, in accordance with the terms **specified in the SCC**, to verify compliance with the above license agreements.

### 17. Confidential Information

17.1 Except if otherwise **specified in the SCC**, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

- (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,

in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date

of the Contract in respect of the System or any part thereof.

17.7 The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be **specified in the SCC.**

## **E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM**

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### **18.Representatives** 18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Subject to the extensions and/or limitations **specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

### 18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

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while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 Subject to the extensions and/or limitations **specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such

delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

### 18.3 Objections and Removals

18.3.1 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement.

## 19. Project Plan

19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.

19.2 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the

Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.

19.5 The Progress and other reports **specified in the SCC** shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements.

## 20. Subcontracting

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Purchaser has granted its approval in writing

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

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or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, in the SCC, or in Appendix 3 of the Contract Agreement.

## **21. Design and Engineering**

### **21.1 Technical Specifications and Drawings**

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

### **21.2 Codes and Standards**

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

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Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise **specified in the SCC**. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

### 21.3 Approval/Review of Technical Documents by the Project Manager

21.3.1 The Supplier shall prepare and furnish to the Project Manager the documents as **specified in the SCC** for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the

document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 6.1 (Adjudicator). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 6.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

## **22. Procurement, Delivery, and Transport**

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

### **22.4 Transportation**

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.

- 22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules.
- 22.4.3 Unless otherwise **specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.
- 22.5 Unless otherwise **specified in the SCC**, the Supplier will provide the Purchaser with shipping and other documents, as specified below:
- 22.5.1 For Goods supplied from outside Mauritius:
- Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by facsimile or electronic mail with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:
- (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
  - (b) usual transportation documents;
  - (c) insurance certificate;
  - (d) certificate(s) of origin; and
  - (e) estimated time and point of arrival in Mauritius and at the site.
- 22.5.2 For Goods supplied locally (i.e., from within Mauritius):

Upon shipment, the Supplier shall notify the Purchaser by facsimile, electronic or mail with the full details of the shipment. The Supplier shall

promptly send the following documents to the Purchaser by mail or courier, as appropriate:

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

### 23. Product Upgrades

23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).

23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in Mauritius, pursuant to GCC Clause 39 (Changes to the System).

23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Mauritius, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.

23.4 During the Warranty Period, unless otherwise **specified in the SCC**, the Supplier will provide at no additional

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cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Mauritius, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

#### **24. Implementation, Installation, and Other Services**

24.1 The Supplier shall provide all Services specified in the Contract and Agreed and Finalized Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in Mauritius for similar services.



**25. Inspections and Tests**

25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.

25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.

25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 6 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

**26. Installation of the System**

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

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- Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Purchaser in writing.
- 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.
- 26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

## **27. Commissioning and Operational Acceptance**

### **27.1 Commissioning**

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

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27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

- (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
- (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

## 27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if **specified in the SCC** and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as **specified in**

**the SCC**, the Technical Requirements and/or the Agreed and Finalized Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within the period **specified in the SCC**, from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

### 27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or
- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- (a) issue an Operational Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall

notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

#### 27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major

component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

## F. GUARANTEES AND LIABILITIES

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### **28. Operational Acceptance Time Guarantee**

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

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28.2 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate **specified in the SCC** as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 Unless otherwise **specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

## 29. Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and

workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as **specified in the SCC**. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3 In addition, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, (ii) they have been previously released to the market, and (iii) those specific items **identified in the SCC** (if any) have been in the market for at least the minimum periods **specified in the SCC**.

29.4 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for the length of time **specified in the SCC**.

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective

Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect or of any damage to the System arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the System by the Purchaser;
- (b) normal wear and tear;
- (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
- (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
- (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the

defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

29.10 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period **specified in the SCC**, the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.

29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action

from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

### **30. Functional Guarantees**

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

### **31. Intellectual Property Rights Warranty**

31.1 The Supplier hereby represents and warrants that:

- (a) the System as supplied, installed, tested, and accepted;
- (b) use of the System in accordance with the Contract; and

- (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

### **32. Intellectual Property Rights Indemnity**

32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
- (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
- (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

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the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

- (a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;
- (b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or
- (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors



from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or

materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

### **33. Limitation of Liability**

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

## G. RISK DISTRIBUTION

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### 34. Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

### 35. Care of the System

35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the

policy of insurance taken out under GCC Clause 37;

- (b) any use not in accordance with the Contract, by the Purchaser or any third party;
- (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

**36. Loss of or  
Damage to  
Property;  
Accident or  
Injury to  
Workers;  
Indemnification**

36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Republic of Mauritius.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

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employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving

Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

### **37. Insurances**

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b) Installation “All Risks” Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in Mauritius, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as **specified in the SCC**.

37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer’s rights of subrogation against such co-insured for losses or claims



arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

**38. Force Majeure** 38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

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affected and shall include, without limitation, the following:

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the

- circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.
- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;
  - (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,
- if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution,

failing which, either party may terminate the Contract by giving a notice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

## H. CHANGE IN CONTRACT ELEMENTS

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### 39. Changes to the System

#### 39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

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its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Forms Section in the Bidding Documents.

39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

### 39.2 Changes Originating from Purchaser

39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Operational Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);

(e) effect on any other provisions of the Contract.

39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager an “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Purchaser shall do one of the following:

- (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
- (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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Hotline: 8910

WhatsApp: +230 5852 1098

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its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

### 39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

### **40. Extension of Time for Achieving Operational Acceptance**

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);
- (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- (c) default of the Purchaser; or

- (d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 6.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

## 41. Termination

### 41.1 Termination for Purchaser's Convenience

41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or

any work required to leave the site in a clean and safe condition;

- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;
- (c) remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
  - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;
- (c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
- (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
- (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

#### 41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in

violation of the provision of GCC Clause 42 (Assignment); or

- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

For the purposes of this Clause:

- (i) “corrupt practice”<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>2</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>3</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>4</sup> is impairing or harming, or threatening to impair or

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<sup>1</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes Purchaser’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>3</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup> A “party” refers to a participant in the procurement process or contract execution.

harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under Sub-Clause 9.8.

#### 41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed and Finalized Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

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Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its



Subcontractors as at the date of termination in connection with the System.

- 41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.
- 41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.
- 41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the

computation described above and the manner in which any sums shall be paid.

### 41.3 Termination by Supplier

#### 41.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

E-licensing/TOP: <https://ta.govmu.org>

the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

- (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
- (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

#### **42. Assignment**

42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

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## SECTION IV. SPECIAL CONDITIONS OF CONTRACT (SCC)

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## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

### A. CONTRACT AND INTERPRETATION

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#### 1. Definitions (GCC Clause 1)

GCC 1.1 (b) (i)	The Purchaser is: <b><i>Tourism Authority</i></b>
GCC 1.1 (b) (ii)	The Project Manager: <b>will be the IT MANAGER</b>
GCC 1.1 (e) (i)	The Purchaser's Country is: <b>Mauritius</b>
GCC 1.1 (e) (iii)	The Project Site(s) is: <b><i>"as specified in the Implementation Schedule in the Technical Requirements Section V"</i></b>
GCC 1.1 (e) (x)	<b><i>The Contract shall continue to be in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.</i></b>
GCC 1.1. (e) (xii)	The Post-Warranty Services Period is <b><u>(4) four years</u></b> starting with the completion of the Warranty Period.

#### 2. Contract Documents (GCC Clause 2)

GCC 2	<b>There are no Special Conditions of Contract applicable to GCC Clause 2.</b>
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#### 3. Interpretation (GCC Clause 3)

GCC 3.1.1	The Contract's governing language is <b>English</b> .
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#### 4. Notices (GCC Clause 4)

GCC 4.3	<p>Address of the Project Manager: <i>(will be communicated after award)</i></p> <p><i>Fallback address of the Purchaser:</i></p> <p style="text-align: center;"> <i>Tourism Authority</i>  <i>The Director</i>  Level 3, Victoria House  Cnr Barracks and St Louis Streets,  Port Louis. </p>
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#### 5. Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: <b>Mauritius</b>
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#### 6. Settlement of Disputes (GCC Clause 6)

GCC 6.1.4	The Appointing Authority for the Adjudicator is: <b><u>"not applicable"</u></b> .
GCC 6.2.3	<p>Arbitration as per the Laws of Mauritius as defined hereunder for national of Mauritius</p> <p>Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Mauritius.</p> <p>Following notice of intention of commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties.</p>

## B. SUBJECT MATTER OF CONTRACT

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#### 7. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid:
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	the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail. Refer to Recurrent Cost Table in the bidding document.
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### 8. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within : <b><u>2 weeks from</u></b> the Effective Date of the signature of the Contract.
GCC 8.2	Operational Acceptance will occur on or before: Operational Acceptance date consistent with the Implementation Schedule in the Technical Requirements Section 20.4 of the bidding document

### 9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.9	The Supplier shall have the following additional responsibilities: <b>none</b> .
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### 10. Purchaser's Responsibilities (GCC Clause 10)

GCC 10.12	The Purchaser shall have the following additional responsibilities: <b>none</b>
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## C. PAYMENT

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### 11. Contract Price (GCC Clause 11)

GCC 11.2 (b)	Adjustments to the Contract Price shall be as follows: <b>none</b>
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### 12. Terms of Payment (GCC Clause 12)

GCC 12.1	<p>The structure of payments (on submission of an invoice) shall be as follows:</p> <p><b>Software and Services:</b></p> <ul style="list-style-type: none"> <li>20% of the software components of the contract value after signature of contract against a Bank Guarantee for Advance Payment of equivalent value valid for 5 months beyond the delivery period specified above (Delivery and Documents)</li> </ul>
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	<p>The bank guarantee can be cancelled should successful commissioning of the proposed system by the user be completed before the five months period. Similarly, the bidder may be required to extend the bank guarantee should there still be pending issues after the four months period.</p> <ul style="list-style-type: none"> <li>• 50% of the software components of the contract value after installation, successful commissioning and acceptance of the <u>complete Solution</u> by user and all related components successfully operating and completion of user training.</li> <li>• 20% of the software components of the contract value after successful completion of Operational Acceptance Testing (see Annex I).</li> <li>• 10% of the software components of the contract value one year after start of warranty period of the whole system. This amount may be released against a Bank Guarantee for Advance Payment of equivalent value valid for one year as from start of warranty period of the proposed system. Warranty will start as from the last date of successful completion of Operational Acceptance Testing and settlement of any pending issue.</li> </ul>
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at the rate of: <b>as per legal Bank Rate of Bank of Mauritius</b>
GCC 12.4	For Goods and Services supplied locally, the Purchaser will pay the Supplier in <b>Mauritian Rupee</b>
GCC 12.5	<b>Not Applicable</b>

### 13. Securities (GCC Clause 13)

GCC 13.2.1	The Supplier shall provide within twenty-eight (28) days of the notification of Contract award, an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above.
GCC 13.2.2	<p>The reduction in value and expiration of the Advance Payment Security are calculated as follows: <i>[state, for example:</i></p> <p><b><i>“P*a/(100-a), where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC 12.1</i></b></p>

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

E-licensing/TOP: <https://ta.govmu.org>

GCC 13.3.1	<p>The Performance Security shall be denominated in <b>Mauritian Rupees</b> for an amount equal to 10% (ten percent) of the Contract Price excluding any Recurrent Costs.</p> <p>The Performance Security, in the form of a Bank Guarantee, as per Template in Bid Document, shall be valid <b>for 2 months</b> beyond the delivery period for the proposed System.</p>
GCC 13.3.4	<p>During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to <b>1 percent</b> of the Contract Price, excluding any Recurrent Costs.</p>

#### 14. Taxes and Duties (GCC Clause 14)

GCC 14	<p>As regards VAT, if the supplier fails to quote separately for VAT in the Price Schedule of tender as instructed, his tendered price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.</p>
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### D. INTELLECTUAL PROPERTY

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#### 15. Copyright (GCC Clause 15)

GCC 15.3	<p>The Purchaser may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: All Standard Software licensed under the name of <b>Tourism Authority</b></p>
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GCC 15.4	<p>The Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows :</p> <p>TA retains all Intellectual Property Rights of the Custom Software</p> <p>The Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows</p> <p>Updated and latest working version of complete source code (excluding source codes for commercial off-the-shelf software packages) and all dependencies (software components, utilities, tools, etc.) for the proposed system to be provided to the client if the software is still operational at the Purchaser and the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt. In this case, the Purchaser reserves the rights to re-use and/or modify the source codes.</p> <p>Note: Source code means the program source files, database structures, dictionaries, definitions, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software.</p>
GCC 15.5	Not Applicable

### 16. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iii)	The Standard Software license shall be valid throughout the territory of the Republic of Mauritius
GCC 16.1 (a) (iv)	<b>Not Applicable</b>
GCC 16.1 (b) (ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer <b>provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine.</b>
GCC 16.1 (b) (vi)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts, subject to the same restrictions set forth in this Contract.



GCC 16.1 (b) (vii)	In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by <b>support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts</b> subject to the same restrictions as are set forth in this Contract.
GCC 16.2	<p>The Supplier's right to audit the Standard Software will be subject to the following terms:</p> <p>On-site audits are acceptable, conditional to:</p> <ul style="list-style-type: none"> <li>• The TA being provided at least 2 weeks prior notice by the Supplier.</li> <li>• Audit conducted during the TA normal office hours.</li> <li>• Request for information is communicated at least 2 weeks prior to intervention.</li> </ul> <p>TA will be indemnified by Supplier for losses, liabilities, and costs incurred by the TA as a direct result of the audit.</p>

### 17. Confidential Information (GCC Clause 17)

GCC 17.1	There are no modifications to the confidentiality terms expressed in GCC Clause 17.1.
GCC 17.7	The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for <b><i>the period specified in the GCC.</i></b>

## E. SUPPLY, INSTALLATION, CONFIGURATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

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### 18. Representatives (GCC Clause 18)

GCC 18.1	The Purchaser's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Purchaser in matters relating to the Contract: <b>no additional powers or limitations.</b>
GCC 18.2.2	The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract : <b><i>no additional powers or limitations</i></b>

### 19. Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> <li>(a) <i>Project Organization and Management Plan.</i></li> <li>(b) <i>Delivery and Installation Plan</i></li> <li>(c) <i>Training Plan</i></li> <li>(d) <i>Pre-commissioning and Operational Acceptance Testing Plan</i></li> <li>(e) <i>Warranty Service Plan</i></li> <li>(f) <i>Task, Time, and Resource Schedules</i></li> <li>(g) <i>Post-Warranty Service Plan (if applicable)</i></li> <li>(h) <i>Technical Support Plan (if applicable)</i></li> <li>(i) <i>etc.</i></li> </ul> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Specifications and table of the bidding document</i></p>
GCC 19.2	<p>Within <b>fourteen (14)</b> days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within <b>seven (7)</b> days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called “non-conformities” below). The Supplier shall, within <b>five (5)</b> days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within <b>five (5)</b> days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Purchaser and the Supplier.</p>
GCC 19.5	<p>The Supplier shall submit to the Purchaser the following reports:</p> <p><b>(a) Monthly (Quarterly) progress reports, summarizing:</b></p> <ul style="list-style-type: none"> <li>i. Results accomplished during the prior period;</li> <li>ii. Cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</li> <li>iii. Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</li> </ul>

	<ul style="list-style-type: none"> <li>iv. Other issues and outstanding problems; proposed actions to be taken;</li> <li>v. Resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;</li> <li>vi. Other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</li> <li>vii. Design Blueprint</li> <li>viii. Software Requirements Specification (SRS) including As-Is and To-Be Process flows</li> <li>ix. System Design Specification (SDS)</li> <li>x. Test Plan</li> <li>xi. Process Manual and Standard Operational Procedures</li> <li>xii. Inception report</li> <li>xiii. Periodic report on Change Requests and decision taken</li> <li>xiv. Periodic report on incidents logged and resolution</li> <li>xv. Report on project risks and issues, and associated mitigation plan</li> <li>xvi. Report on UAT completion, issues and remediation undertaken</li> <li>xvii. Report on completion of training and test results (this will allow to identify resources with needs for further training)</li> </ul>
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### 20. Subcontracting (GCC Clause 20)

GCC 20	There are no Special Conditions of Contract applicable to GCC Clause 20.
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### 21. Design and Engineering (GCC Clause 21)

GCC 21.2	The Contract shall be executed in accordance with the edition or the revised version of all referenced codes and standards current at the date <b><i>as specified in the GCC.</i></b>
GCC 21.3.1	<p>The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents:</p> <ul style="list-style-type: none"> <li>• Project plan (as described under section 19. Project Plan above).</li> <li>• Inception report: The report must include the following at a minimum:                             <ul style="list-style-type: none"> <li>➤ Understanding of scope</li> <li>➤ Project overview</li> <li>➤ Proposed detailed work plan</li> <li>➤ Critical success factors</li> </ul> </li> </ul>

## 22. Procurement, Delivery, and Transport (GCC Clause 22)

GCC 22	The Purchaser expects to have the system delivered, installed, and commissioned within <b>eight (8)</b> from the date of signature of contract.
GCC 22.4.3	The Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.
GCC 22.5	<b>This Clause is not applicable.</b>

## 23. Product Upgrades (GCC Clause 23)

GCC 23.4	The Supplier shall provide the Purchaser: <b>with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC.</b>
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## 24. Implementation, Installation, and Other Services (GCC Clause 24)

GCC 24	For a period of <b><u>Five (5) years</u></b> , the maintenance contract inclusive warranty period.
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## 25. Inspections and Tests (GCC Clause 25)

GCC 25	Bidders will have to deliver and perform configuration & commissioning of system. It is the responsibility of the bidder to make the entire system fully operational. The users will conduct the application software acceptance test and confirm same.
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## 26. Installation of the System (GCC Clause 26)

GCC 26	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 26.</i></b>
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## 27. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<p>Operational Acceptance Testing shall be conducted in accordance with the functional system requirement detailed in the Technical Requirements section.</p> <p>The following will have to be addressed to the satisfaction of the users prior to acceptance of the system:</p> <ul style="list-style-type: none"> <li>· All requirements of the users (including IT Security requirements) have been catered for in the Application Software.</li> <li>· All identified scenarios are fully and comprehensively tested during each round of UAT.</li> <li>· All bugs identified during UAT have been dealt with.</li> <li>· All documentations and Manuals are provided.</li> </ul>
GCC 27.2.2	<p>If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within 90 days from the date of Installation or any other period agreed upon by the Purchaser and the Supplier, then GCC Clause 27.3.5 (a) or (b) shall apply, as the circumstances may dictate.</p>

## F. GUARANTEES AND LIABILITIES

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### 28. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	<p>Liquidated damages shall be assessed at 1% percent per week. The maximum liquidated damages are 10% percent of the Contract Price, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.</p>
GCC 28.3	<p>Liquidated damages shall be assessed only with respect to achieving Operational Acceptance. If the System (or Subsystem [s]) fails to achieve Operational Acceptance, the Purchaser may consider the termination of the Contract and forfeiture of the Supplier's Bank Guarantee in compensation of the extra costs and delays likely to result from this failure.</p>

### 29. Defect Liability (GCC Clause 29)

GCC 29.1	<b>NOT APPLICABLE</b>
GCC 29.3 (iii)	<p>The Supplier warrants that the following items have been released to the market for the following specific minimum time periods:</p>

	All Standard Software must have been commercially available in the market for at least three months.
GCC 29.4	The Warranty Period shall begin from the date of Operational Acceptance of the System or Subsystem and shall be for a minimum duration of 1 year.
GCC 29.10	During the warranty period, the company should undertake to attend to problems reported within 3 hours of notification of problem/defect. Relevant charges should be included in the cost of the proposal.

### 30. Functional Guarantees (GCC Clause 30)

GCC 30	There are no Special Conditions of Contract applicable to GCC Clause 30.
--------	--

### 31. Intellectual Property Rights Warranty (GCC Clause 31)

GCC 31	There are no Special Conditions of Contract applicable to GCC Clause 31.
--------	--

### 32. Intellectual Property Rights Indemnity (GCC Clause 32)

GCC 32	<i>There are no Special Conditions of Contract applicable to GCC Clause 32.</i>
--------	---

### 33. Limitation of Liability (GCC Clause 33)

GCC 33	There are no Special Conditions of Contract applicable to GCC Clause 33.
--------	--

## G. RISK DISTRIBUTION

---

### 34. Transfer of Ownership (GCC Clause 34)

GCC 34	There are no Special Conditions of Contract applicable to GCC Clause 34.
--------	--

### 35. Care of the System (GCC Clause 35)

GCC 35	There are no Special Conditions of Contract applicable to GCC Clause 35.
--------	--

### 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification (GCC Clause 36)

GCC 36	There are no Special Conditions of Contract applicable to GCC Clause 36.
--------	--

### 37. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall <b>take</b> an Insurance policy in the amount of the contract value, and as per GCC 37.1 (c). The insurance shall also cover the service provider, its subcontractors and employees. The insurance shall cover the period from the time of signature of contract until Operational Acceptance
GCC 37.1 (e)	There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).

## H. CHANGE IN CONTRACT ELEMENTS

---

### 39. Changes to the System (GCC Clause 39)

GCC 39	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 39.</i></b>
--------	--

### 40. Extension of Time for Achieving Operational Acceptance (GCC Clause 40)

GCC 40	There are no Special Conditions of Contract applicable to GCC Clause 40.
--------	--

### 41. Termination (GCC Clause 41)

GCC 41	There are no Special Conditions of Contract applicable to GCC Clause 41.
--------	--

### 42. Assignment (GCC Clause 42)

GCC 42	There are no Special Conditions of Contract applicable to GCC Clause 42.
--------	--





## SECTION V. TECHNICAL REQUIREMENTS (INCLUDING IMPLEMENTATION SCHEDULE)

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## 1 PRICE SCHEDULE FORM (CAPITAL AND RECURRENT COSTS) – TOURISM AUTHORITY INTEGRATED INFORMATION SYSTEM

Please complete all empty cells in this table (except shaded ones)	Quantity	UNIT Price (Rs) (Exc. VAT)	VAT (Rs)	TOTAL Cost (Rs)(Inc. VAT)	Maintenance Charges including VAT (Labor, Parts & Transport) for first 5 years (inclusive of warranty which should cover at least the same requirements as per Maintenance Contract) as per conditions in Maintenance Contract at <a href="http://cib.govmu.org/English/Pages/Downloads/Downloads.aspx">http://cib.govmu.org/English/Pages/Downloads/Downloads.aspx</a>				
					Year 1	Year 2	Year 3	Year 4	Year 5
<b>1. System Software</b>					Warranty				
Support and Maintenance of Operating System (In case open-source OS is proposed)					Warranty				
Configuration, tuning and hardening of Operating System on all VMs					Warranty				
Anti-malware including Antivirus Software Licenses on all VMs					Warranty				
Capacity Based NetBackup License as per proposed solution (incl. Installation of NBU Agents)					Warranty				
RDBMS Licenses and associated tools and support					Warranty				
Installation and Configuration of RDBMS and associated tools					Warranty				

<i>OTHERS – Please Specify line items and include cost of individual items</i>					Warranty					
Please complete all empty cells in this table (except shaded ones)	Quantity	UNIT Price (Rs) (Exc. VAT)	VAT (Rs)	TOTAL Cost (Rs) (Inc. VAT)	Year 1	Year 2	Year 3	Year 4	Year 5	
<b>2. Data Migration</b>										
a. Finance										
b. HR, Payroll, Procurement, and Inventory										
c. Registry										
d. Others (Specify: _____)										
<b>3. eDMS (incl. e-Registry) with RPA functions</b>					Warranty					
<b>4. Finance</b>					Warranty					
<b>5. HR, Payroll, Procurement, and Inventory</b>					Warranty					
Self-Service Portal for TA employees					Warranty					
<b>6. Integrations</b>					Warranty					
Specify					Warranty					
<b>7. Training</b>	LOT									
<b>8. 150 Hours of onsite Post Go-Live handholding</b>	LOT									

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

E-licensing/TOP: <https://ta.govmu.org>



<i>OTHERS – Please Specify line items and include cost of individual items</i>									
Total (Software)					Warranty				

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

Item	Quantity	UNIT Price (Rs) (Exc. VAT)	VAT (Rs)	TOTAL Cost (Rs) (Inc. VAT)	Total Maintenance or Renewal Charges including VAT (labor, parts & transport) for first 5 years (inclusive of warranty), which should cover at least the same requirements as per conditions in Maintenance Contract available at the CIB Download Centre <a href="http://cib.govmu.org">http://cib.govmu.org</a>				
					Year 1	Year 2	Year 3	Year 4	Year 5
65" Smart TV (for IT Monitoring)	1				Warranty	Warranty	Warranty		

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

E-licensing/TOP: <https://ta.govmu.org>

HW/SW	TOTAL Cost (Rs) (Inc. VAT)	Total Maintenance or Renewal Charges including VAT (labor, parts & transport) for first 5 years (inclusive of warranty), which should cover at least the same requirements as per conditions in Maintenance Contract available at the CIB Download Centre <a href="http://cib.govmu.org">http://cib.govmu.org</a>				
		Year 1	Year 2	Year 3	Year 4	Year 5
A. Total - Software		Warranty				
B. Total - Hardware		Warranty	Warranty	Warranty		
C. Grand Total (A + B)						

**Delivery Period (Software):** \_\_\_\_\_

**Delivery Period (Client Devices):** \_\_\_\_\_

**\* Note**

1. For the Evaluation (see section 20, 21)
2. The bidder must quote for five years maintenance (inclusive of warranty) even though it is at the discretion of the purchaser to subscribe to the maintenance agreement.
3. The bidder should complete all empty cells in the Price Schedule Form, except shaded ones.
4. The bidder should mandatorily quote for all items including sub-items as well as optional items.
5. Prices quoted by the bidder should be inclusive of all charges. It is the responsibility of the bidder to include all applicable costs and charges in the Price Schedule Form. No extra costs and charges will be considered.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Authorised for and on behalf of:

(DD/MM/YY)

## 2 LIST OF ABBREVIATIONS

Abbreviation	Description
Administrative Approval	Means approval via Director/Management (committee not required)
c.o.c	Certificate of Character
CA	Certification Authority
EDAB	Economic Development Board
IH	Information Highway
LC	Licensing Committee
LD	Licensing Department
MOT	Ministry of Tourism
Notif	Notification
NQF	National Qualifications Framework <a href="http://www.mqa.mu/English/Pages/NQF.aspx">http://www.mqa.mu/English/Pages/NQF.aspx</a>
PCL	Pleasure Craft License
SD	Skipper Department
TA	Tourism Authority
TAC	Tourist Accommodation Certificate
TEL	Tourist Enterprise License
SRS	Software Requirements Specification
SDD	Software Design Document

The scope of the project is **summarised** in the table below:

<i>General description of project:</i>	Implementation of the Tourism Authority Integrated Information System
<i>Client and Location of project:</i>	<i>Client:</i> Tourism Authority, Victoria House <b>Cnr Barracks and St Louis Street, Port Louis, Mauritius</b> or at any other location where the TA is/will be headquartered.
<i>Nature of project:</i>	In view of the implementation of this project, bidders are invited to quote with details for the following:

- Supply, implementation, installation and commissioning of the TA - IIS to be hosted on existing hardware and infrastructure of The Government Online Centre.
- Supply, implementation, installation and commissioning of the TA – IIS client devices.
- Supply, installation, configuration and full-fledged testing of all software components including application software, middleware, firmware, operating system, database, APIs, tools, Integrations, utilities, etc. wherever applicable
- Training and Capacity Building
- 150 hours of on-site Post Go-Live Hand-holding for the TA – IIS
- Maintenance support services for the TA - IIS to be ensured by qualified staff present locally
- Any other item which will make the solution workable.

### Table 1: Project Summary

The quotations submitted should be broken down into:

- Items (brochures should accompany bids)
- Cost of each item
- Conditions of warranty and maintenance for the next five years
- Delivery time and schedule
- Solution Proposed

NOTE: Bidders are strongly advised to submit all requested information; otherwise their bids may be rejected.

### 3 INTRODUCTION

The Tourism Authority (TA) is a parastatal body operating under the aegis of the **Ministry of Tourism** and is governed by the Tourism Authority Act 2006 (and as subsequently amended).

The objects of the Authority, amongst others, are to:

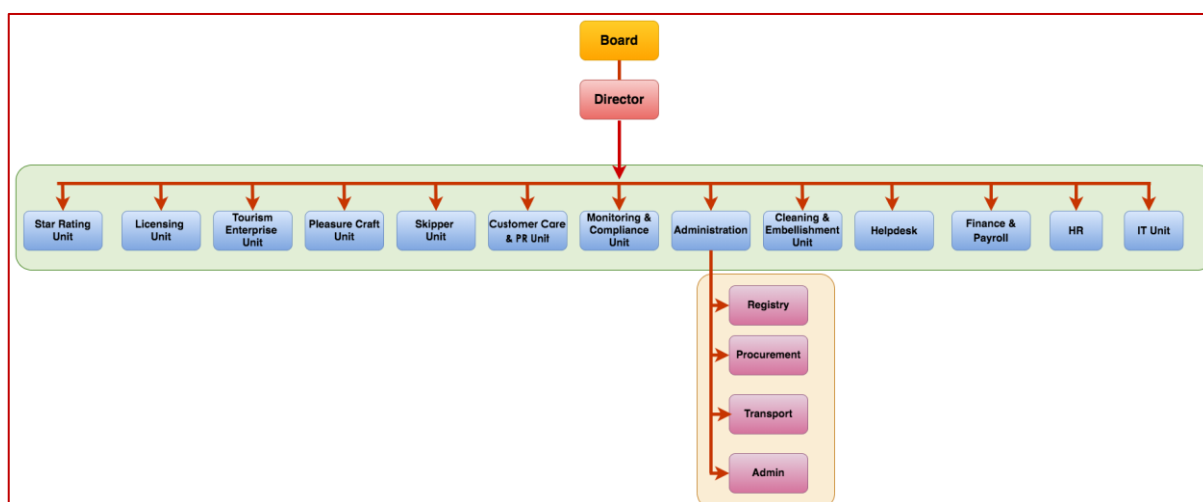
- promote the sustainable development of the tourism industry; and
- foster and encourage the conduct of activities in the tourism industry in a responsible manner to preserve the integrity of the Mauritian destination.

With a view to furthering and attaining these objects, the Authority fulfils several functions including:

- The licensing, regulation and supervision of tourist accommodation, tourist enterprises as well as the activities pertaining to pleasure crafts, canvassers and skippers;
- The development of strategies to ensure the security and safety of tourists and other stakeholders;
- The collection, compilation and publication of statistics relating to the tourism industry; and
- Research and Development activities to consolidate the sector.

#### 3.1 The Structure of the Tourism Authority

The organigram as shown in Figure 1, depicts the actual structure of the Tourism Authority.



**Figure 1: Organigram - Tourism Authority**

### 3.2 The Key Activities of the Tourism Authority

The Authority is responsible for the issue of licenses for the carrying out of various activities (sea-based and land-based) in the Tourism Sector as well as for their regulation. Over time, the mandate of the Authority has been further extended and more than 35 types of licenses are now being issued. The list hereunder provides an indication of the licenses dealt by the TA:

1. Dolphin and Whale Watching
2. Hawking in tourist sites
3. Tourist Accommodation Certificate: Hotels/Guest Houses/Tourist Residences/Domaines
4. Karting
5. Nightclub
6. Operating Boathouse
7. Operating Cable Car
8. Operating Health and fitness centre within hotel premises
9. Operating rental agency for kite surf
10. Operating rental agency for bicycle
11. Operating rental agency for bus, including minibus
12. Operating rental agency for motorcycle
13. Operating rental agency for paraglide
14. Operating rental agency for quad
15. Operating rental agency for windsurf
16. Operating scuba diving centre
17. Operating spa within hotel premises
18. Operating Aquarium displaying fish or marine animals for public viewing
19. Operating beauty parlor including hairdressing, within hotel premises
20. Operating Golf Course
21. Operating Helmet Diving Centre
22. Operating pleasure craft for commercial purpose, other than by a pleasure craft licensee
23. Operating Travel Agency
24. Pleasure Craft License (PCL)
25. Providing tour operator service



26. Providing non-motorized water sports such as pedaloos, canoes, kayaks and laser
27. Restaurant
28. Skipper
29. Table d'hote
30. Others

**The computerization of the above-mentioned e-services will be undertaken by EDB on the NELS platform, along with its payment system.**

## 4 PROJECT OVERVIEW

The Tourism Authority intends to computerise all its administrative processes and departments. As such, the acquisition of an Integrated Information System with related client devices hardware for supporting the system is envisaged.

The proposed system will support the core administrative functions of the TA. The Integrated Information System is anticipated to be composed of numerous sub-systems like the e-Registry (Document Management System with integrated workflow functionalities), HRMS/PAYROLL, Attendance System, Accounting and Finance Software, Procurement and Fixed Assets Management among others.

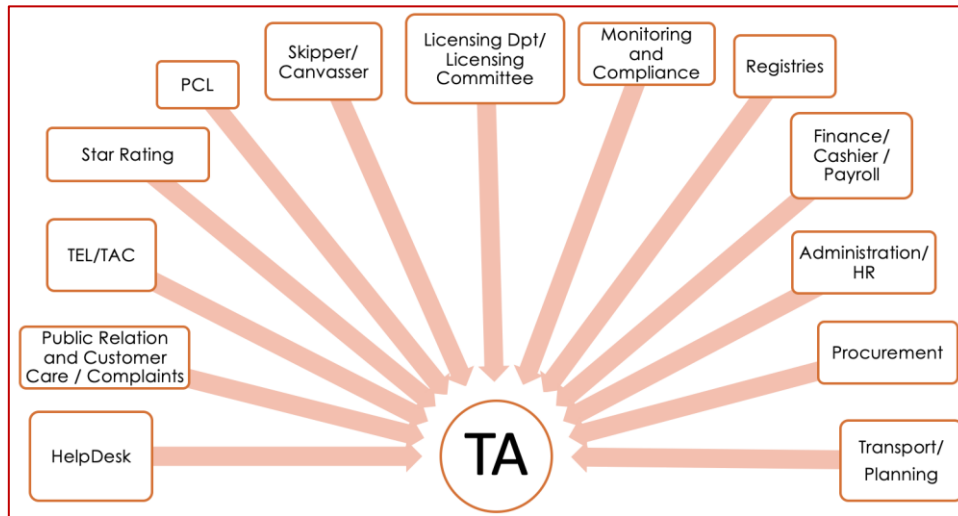
The project will also consist of data migration, reporting tools and others for the above-mentioned modules.

The successful bidder will have to customise (design, development, and implementation) the system as per the requirement of the TA. The Installation, Testing, Training and Commissioning of the system will also be carried out by the successful bidder.

The objectives of the project are:

- To provide an enhanced quality service to stakeholders through the digital medium
- To provide a 24/7 online service to the TA officers
- To provide real time information and instant notifications
- To provide timely information for quick decision making
- To provide statistical information for policy formulation
- To minimize paperwork drastically.
- Streamline the flow of data across the TA
- Maintain high availability centralized repository with adequate inbuilt redundancy to ensure resilience of key data.
- Restrict access to authorized persons by implementing appropriate controls

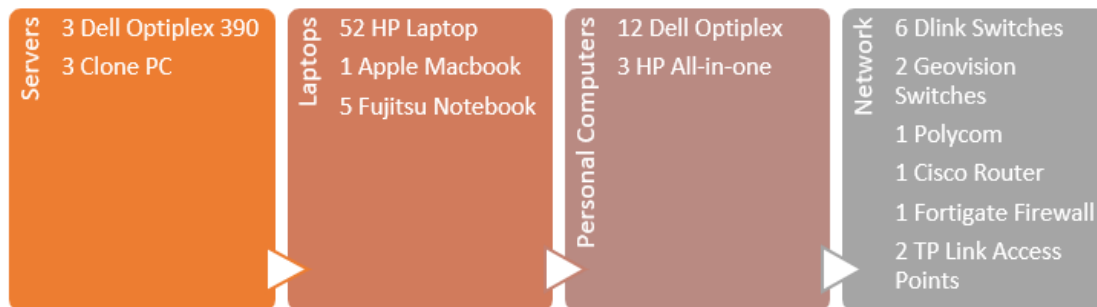
Figure 2 shows the various departments, that will be computerized, of the Tourism Authority.



**Figure 2: Departments that will be computerized**

#### 4.1 Current State

In terms of hardware, the TA, currently has the following facilities:



**Figure 3: Current Hardware at the TA**

- Navision system and Dodopedia system are also currently being used in parallel at the Tourism Authority.

## **5 PROPOSED SOLUTION & REQUIREMENTS**

The proposed solution should be built around state-of-the-art technology and designed based on a multi-tier architecture to enable modularity, scalability, robustness, high availability, and reliability in order to provide key services of the TA to its stakeholders on a 24 by 7 anytime and anywhere basis.

The complete solution would be hosted on the existing secured G-Cloud server and hardware infrastructure available at the Government Online Centre (GOC).

The selected Bidder will have to work in close collaboration with the GOC team as well as other relevant stakeholders to provide a workable solution.

It will be the responsibility of the selected Bidder to make the whole system fully operational and to provide a secure solution that will allow protection of data against unauthorized access.

The solution proposed should also maintain the confidentiality, availability and integrity of data within the system. The high-level description of the user requirements, proposed workflows and functionalities (non-exhaustive) required for the TA IIS is provided in the sections hereafter.

Detailed user requirements and functionalities will need to be worked out by the selected Bidder with the TA and other relevant stakeholders during the requirement gathering and analysis phase after the award of the contract and shall not result into a variation to the contract with additional cost.

The selected supplier will be required to perform detailed validation sessions prior to approval of the SRS/SDD by the purchaser. It is to be noted that the TA requires an integrated information system and bidders are required to provision for all integrations between its different solutions.

**Afterwards, the successful bidder will also have to interface the Accounting and Finance system/module with Payments received through the NELS platform (EDB) for the e-licensing services, as mentioned above. The successful bidder will therefore have to quote for same.**

## 6 FINANCE, ACCOUNTING, PAYROLL AND PROCUREMENT

The Finance section is responsible for the day to day financial transactions of the Tourism Authority i.e.

- preparing and providing personal emolument data for the processing of salary, collect revenue on behalf of the Government and a high-level description of functionalities (non-exhaustive) required in the proposed System is outlined in this section whereby the supplier will have to comply and implement.

The Finance Section also provides the following services: -

- Process payments
- Prepare financial management reports

Currently, the Finance Section issues an average 1000 receipts on a normal monthly basis

### 6.1 Resources at the Finance Department

1 Accountant, 2 Accounting Technicians, 1 Accounts Clerk, 1MSO and 1 Trainee.  
(2 Accounts Clerks to be recruited)

Note: MSOs from other units are on roster basis at Cash Office.

### 6.2 Finance Department Main Processes

The TA currently carries the following main tasks/processes:

- Collection and Banking of license fees on a daily basis.
- Remittance of License fees on a weekly basis to Consolidated Fund.
- Processing of the Payroll system on a monthly basis.
- Maintain fixed assets Register
- Issuing of Emoluments & Submission of Return of employees to MRA annually.
- Processing of payments for suppliers and members of Committee
- Prepare request for fund and breakdown of expenses on a Quarterly basis.
- Prepare yearly Budget as per circular of the Ministry of Finance & Economic Development.
- Submission of the Financial Statements of the Authority to the National Audit Office on a yearly basis.

### 6.3 Procurement

The Procurement and Supply Section is responsible for the following main activities:

- Processing of request for procurement through purchases effected by tendering exercises or normal purchases through informal quotations.
- Issue of items to staff
- Proper keeping of goods and ledgers on Navision System.
- Conduct stock taking
- Generate reports for management, Procurement Policy Office
- Follow up with supplier for the delivery of goods and services
- Processing of Payment
- Disposal of unwanted goods through Board of Survey

#### 6.3.1 Resources

- 1 Acting Procurement and Supply officer, 1 Management Support Officer and 1 Clerk/Word Processing Operator.

#### 6.3.2 Main Responsibilities

- To seek quotation for stores items for goods, works and services
- Prepare bidding documents and submit for approval
- To invite tender
- Issue of letter of Award/notification and contract agreement
- Issue of purchase orders
- Reception and inspections of store items
- Taking charge of items purchased
- Processing of claims for purchases effected and for all monthly payments
- Issue of store items and recording of issues
- Posting on Navision system
- Maintain stock of all store items and keeping appropriate records
- Update database of suppliers.

## 6.4 Main Requirements – Finance, Accounting, Payroll & Procurement

*Detailed and specific requirements of the Finance, Accounting Procurement & Payroll modules have been provided in the tables below whereby the supply will have to comply and implement as well.*

- The Finance department is responsible for Finance, Accounting and Payroll at the TA
- The procurement process follows requirements from the Procurement Policy Office and the target solution is expected to comply fully with those requirements.
- The TA currently uses the Navision application as an accounting solution.

### 6.4.1 Finance Management

- Financial Management Setup
- Chart of Accounts & Posting Groups
- General Ledger
- Budgeting and Forecasting
- Accounts Receivable
- Accounts Payable
- Cash Management
- Request for funds is prepared on a monthly basis and system to provide facility to recap the Actual Expenses incurred for a specific period.
- Supplier coding should be as per alphabetical order & created by Finance Section only.
- Provision for raising credit note and applied same according to the respective invoices.
- Field should be available for period of invoices being settled icw utilities bills
- Phone code, vehicles number and so on should be mandatory while processing payment.
- Option to void cheque and amend cheque reference should also be available
- Annexed to be printed when several invoices are being paid e.g. telecom bills.
- Monthly supplier report with their age analysis.



#### 6.4.2 Procurement

- Purchase Process Flow
- Enhance features of Vendor Card & Item Cards
- Purchase order Management
- Requisition Management
- Returns Management
- Supplier coding should be as per alphabetical order and created by the Finance Section.
- Provision for raising credit note and applied same according to the respective invoices.
- PO reference should be sequentially numbered.

#### 6.4.3 Cash office

- Interface with the Accounting & E-Licensing System (being developed by EDB)

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
<b>FN &amp; P- 1.</b>	Process / Sub Process: - General Functionality Description: - System should be in compliance with all requirements of the Procurement Policy Office (e.g. Procurement plan, Return on procurement activities, etc.)	Classification :- Feature Criticality:- High
<b>FN &amp; P- 2.</b>	Process / Sub Process :- Supplier Masterfile Functionality Description :- System to maintain a Supplier Masterfile containing the following information at minimum: <ul style="list-style-type: none"> <li>• Name of supplier</li> <li>• Address</li> <li>• Unique code for each supplier (unique, sequential and system generated)</li> <li>• Business Registration Number or National Identity number</li> <li>• VAT number</li> <li>• Supplier bank details (for payment by bank transfer)</li> <li>• Internet banking details (if payment by IB)</li> <li>• A registration form to be devised and to be filled by the supplier and uploaded on the system.</li> </ul>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 3.</b>	Process / Sub Process: - Supplier Masterfile Functionality Description :- System control to prevent creation of duplicate Suppliers based on BRN/NID as unique identifier.	Classification :- Control Criticality:- High
<b>FN &amp; P- 4.</b>	Process / Sub Process: - Supplier Masterfile Functionality Description :- System control to allow only authorised users to create or modify suppliers.	Classification :- Control Criticality:- High
<b>FN &amp; P- 5.</b>	Process / Sub Process :- Supplier Masterfile Functionality Description :- System control to prevent deletion of suppliers from the supplier Masterfile. The system should	Classification :- Control Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	however allow authorised users to change the status of Suppliers to inactive.	
<b>FN &amp; P- 6.</b>	Process / Sub Process :- Procurement Functionality Description :- System caters for the capture of volume discounts.	Classification :- Feature Criticality:- High
<b>FN &amp; P- 7.</b>	Process / Sub Process :- Procurement Functionality Description :- Access to add/modify data is limited to the list of registered suppliers is limited to authorised users only	Classification :- Control Criticality:- High
<b>FN &amp; P- 8.</b>	Process / Sub Process :- Procurement Functionality Description :- System to generate purchase orders and cater for approval of the purchase order based on the different levels of the Approval Governance at the TA: <ul style="list-style-type: none"> <li>• A system generated email is sent to the approver's mail box requesting his/her approval;</li> <li>• At the level of purchase order, system to cater to add comments so that the one sending the purchase order for approval and the different persons through which the purchase order will go through can add a comment or note and even to query the one sending the purchase order and the latter replies back. E.g. we can have a situation where an order which has been approved for purchase at request level but at time purchase order to be approved, the need has changed.;</li> <li>• Approver can recommend or "accept" or "reject" request from mailbox and this information is communicated to the system or approver can log into system and recommend or "accept" or "reject" request; and</li> <li>• A system generated email is sent to requestor's mailbox notifying him/her of approval status.</li> </ul>	Classification :- Feature Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	<ul style="list-style-type: none"> <li>• Possibility to attach document to the Purchase Order.</li> <li>• A system generated email is sent to the procurement dept to notify when there is a request pending like a pop up message/alert</li> </ul>	
<b>FN &amp; P- 9.</b>	Process / Sub Process :- Procurement Functionality Description :- System control to prevent Purchase orders from being modified once approved	Classification :- Control Criticality:- High
<b>FN &amp; P- 10.</b>	Process / Sub Process:- Procurement Functionality Description :- System to cater for part deliveries.  System to provide option to select another supplier whereby supplier could not supply required quantity (part delivery).  System to cater for a tentative date for delivery each purchase order raised	Classification :- Feature Criticality:- High
<b>FN &amp; P- 11.</b>	Process / Sub Process :- Procurement Functionality Description :- System to cater for discount/or any increase in amount after delivery by allowing override of PO amount by authorised user to match with the invoice amount at the time of payment. PO is then rerouted through the appropriate approval workflow.	Classification :- Feature Criticality:- High
<b>FN &amp; P- 12.</b>	Process / Sub Process :- Tendering Functionality Description :- System to record opening of tender to record the details of opening and the evaluation scores of the suppliers responding to the tender	Classification :- Feature Criticality:- High
<b>FN &amp; P- 13.</b>	Process / Sub Process :- Tendering Functionality Description :- System to capture evaluation reports for onward submission (multiple flows: Secretary of BEC send to Director then to be sent to Finance and Procurement then Secretary of Finance and Procurement Committee to be sent to Director then to Secretary of Board	Classification :- Feature Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	if applicable. ) for final approval from Director and board	
<b>FN &amp; P- 14.</b>	Process / Sub Process:- Recording of invoice Functionality Description :- On inputting a supplier invoice into the system, the following should be specified: <ul style="list-style-type: none"> <li>• The invoice number;</li> <li>• The invoice date ;</li> <li>• The purchase order number;</li> <li>• The supplier number from drop down menu (mandatory);</li> <li>• Quantity of item and unit price;</li> <li>• Amount of invoice; and</li> <li>• Due date for payment from drop down calendar (mandatory).</li> <li>• Field for Payment period on the invoice on system</li> <li>• In case an invoice has not been cleared/paid, the system to provide an alert or same to appear on pending payment/tasks. (Notification to user)</li> <li>• To add Minute approval/folio and file reference.</li> </ul>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 15.</b>	Process / Sub Process :- Recording of invoice Functionality Description :- Input of supplier invoice number is mandatory The system rejects the invoice being recorded if the same supplier invoice number already exists in the system.	Classification :- Control Criticality:- High
<b>FN &amp; P- 16.</b>	Process / Sub Process :- Recording of invoice Functionality Description :- Access to process a supplier invoice can be restricted to authorised user.	Classification :- Control Criticality:- High
<b>FN &amp; P- 17.</b>	Process / Sub Process :- Recording of invoice Functionality Description :- Once an invoice has been processed against a	Classification :- Control Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	corresponding PO, the PO freezes in the system and cannot be altered.	
<b>FN &amp; P- 18.</b>	<p>Process / Sub Process :- Recording of invoice</p> <p>Functionality Description :- System alert if quantity/value of items ordered differ from quantity /value captured as per invoice.</p>	<p>Classification :- Control</p> <p>Criticality:- High</p>
<b>FN &amp; P- 19.</b>	<p>Process / Sub Process :- Recording of invoice</p> <p>Functionality Description :- Two-way matching of invoice and PO is performed by the system:</p> <ul style="list-style-type: none"> <li>• System accepts invoice only where it is less than or equal to PO amount. It is mandatory for the originator of the PO to alter the original PO in order to match the supplier invoice so that it can be processed in the system; Or</li> <li>• If system allows processing of invoice which exceeds PO amount (within tolerable limit set), the system should generate an exception report of invoices greater than PO amount.</li> <li>• Once all items have been received, PO should be converted to invoice and it should be posted automatically to its respective General Ledger Entries.</li> </ul>	<p>Classification :- Control</p> <p>Criticality:- High</p>
<b>FN &amp; P- 20.</b>	<p>Process / Sub Process :- Recording of invoice</p> <p>Functionality Description :- Report of unmatched PO/invoice can be generated from the system for any period specified by the user.</p>	<p>Classification :- Report</p> <p>Criticality:- Medium</p>
<b>FN &amp; P- 21.</b>	<p>Process / Sub Process :- Approval of invoice</p> <p>Functionality Description :- Approval of invoice:</p> <ul style="list-style-type: none"> <li>• A system generated email is sent to the approver's mail box requesting his/her approval;</li> <li>• Approver can "accept" or "reject" request</li> </ul>	<p>Classification :- Feature</p> <p>Criticality:- High</p>

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	from mailbox and this information is communicated to the system or approver can log into system and "accept" or "reject" request; and • A system generated email is sent to requestor's mailbox notifying him/her of approval status.	
<b>FN &amp; P- 22.</b>	<p>Process / Sub Process :- Approval of invoice</p> <p>Functionality Description :- Upon processing of invoice, the AP Ledger and GL are automatically updated. Option to print invoice is available and load invoice from supplier.</p> <p>Supplier Invoices should be scanned and uploaded in the system &amp; also payment period details should be specified.</p> <p>Ability to cancel an invoice by approved user. GL to be updated automatically. (Reasons for cancellation to be inserted)</p> <p>Report for statement of goods and services to be automatically retrieved for vat vendors.</p> <p>Monthly Report of actual expenses to be generated as and when required by GL and amount.</p> <p>Possibility to extract the monthly and yearly TDS Report as per MRA FORMAT to be sent to MNS.</p>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 23.</b>	<p>Process / Sub Process :- Payment</p> <p>Functionality Description :- Upon initiation of payment process in system by authorised parties, the system automatically raises a payment voucher which is sequentially numbered;</p> <ul style="list-style-type: none"> <li>• System allows initiators/preparer to select invoices for payment; and</li> <li>• System allows initiators/preparer to specify amount to be paid for part payment</li> </ul>	Classification :- Feature Criticality:- High



Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	<p>and same is being cross checked by examiner.</p> <ul style="list-style-type: none"> <li>• System should have a initiators/preparer and an examiner to prepare and examine payment voucher.</li> </ul>	
<b>FN &amp; P- 24.</b>	<p>Process / Sub Process :- Payment Functionality Description :- System requires user to specify payment mode (mandatory). The following payment mode should be available from the drop down menu (at a minimum):</p> <ul style="list-style-type: none"> <li>•Cash;</li> <li>•Cheque (Manual &amp; Computerised )</li> <li>• Bank Transfer</li> </ul> <p>Option to void chq, change chq no, PV number should be sequentially numbered, unapply payment.</p> <p>Option to Cancel a cheque if stale or returned.</p> <ul style="list-style-type: none"> <li>•Bank Transfer (The system should be able to cater for the format/letters for Bank transfer like Bank Account &amp; Bank Code )</li> </ul>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 25.</b>	<p>Process / Sub Process :- Payment Functionality Description :- Approval of payment is restricted to authorised users only</p>	Classification :- Control Criticality:- High
<b>FN &amp; P- 26.</b>	<p>Process / Sub Process :- Payment Functionality Description :-</p> <ul style="list-style-type: none"> <li>• Upon processing of payment, the AP Ledger and Cash Book are automatically updated; and</li> <li>• The option to post the cheque payment and update the AP Ledger and Cash Book is provided to the user to cater for the time delay from processing a payment and getting the required approval.</li> </ul>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 27.</b>	<p>Process / Sub Process :- Payment Functionality Description :-</p> <ul style="list-style-type: none"> <li>• A sequentially numbered payment voucher is generated</li> </ul>	Classification :- Feature Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	upon processing of a payment; and <ul style="list-style-type: none"> <li>The system records the corresponding Cheque Number or bank instruction reference against the Payment Voucher to provide a complete audit trail.</li> </ul>	
<b>FN &amp; P- 28.</b>	Process / Sub Process :- Payment Functionality Description :- The system keeps history of all payments made, with corresponding invoice number.  <ul style="list-style-type: none"> <li>Possibility for Invoice to be linked to PO to identify which PO is unpaid. At level of Procurement we need to know PO which has not been converted into invoices.</li> </ul>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 29.</b>	Process / Sub Process :- Payment Functionality Description :- Payment report can be generated from the system and details of payment broken down into the following: <ul style="list-style-type: none"> <li>Mode of payment (cheque, IB, Bank Instruction Letter);</li> <li>Amount;</li> <li>Details of Supplier; and</li> <li>Invoice Number.</li> </ul> The system allows the user to specify field required in the report.	Classification :- Report Criticality:- High
<b>FN &amp; P- 30.</b>	Process / Sub Process :- Payment Functionality Description :- Payment report can be generated over any period specified by the user under the following categories: <ul style="list-style-type: none"> <li>Per supplier;</li> <li>Per client (payments effected on behalf of clients);</li> <li>Per item code/expense code; and</li> <li>Per payment mode (cash, cheque, wire transfer, internet banking etc.).</li> </ul> The user should be able to drill down to view details of invoices which make up the total payment amount.	Classification :- Report Criticality:- High
<b>FN &amp; P- 31.</b>	Process / Sub Process :- Payment Functionality Description :- Report of payment processed but not yet	Classification :- Report Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	approved/posted can be retrieved. The system should allow the user to drill down to the details of the payment.	
<b>FN &amp; P- 32.</b>	<p>Process / Sub Process :- Cash Office/Counter</p> <p>Functionality Description :- Facility to verify licensee/applicant details previous payment also before tendering exact fees from system</p> <p>System should calculate the fees automatically as per the Tourism Act Fees Schedule ( Including Surcharges )</p> <p>Receipts should be sequentially numbered for both Online system and at the Cash Counter for Audit Trail purpose. (different sequence for Online &amp; At the Counter)</p> <p>Authorised users should be able to cancel or reprint a receipt on system - Reason for cancellation-Cashiers should not be able to cancel/reprint a receipt on system.</p>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 33.</b>	<p>Process / Sub Process :- Cash Office/Counter</p> <p>Functionality Description :- End of day process-facility to reconcile total amount collected by cash, cheque and card for each Cashiers. This should be able matched with the different types of fees collected as per GL Account Code and also there should be automatic posting in Cashbook for fees collected as whole once reconciliation is done. (Interface with Accounting system).</p>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 34.</b>	<p>Process / Sub Process :- Cash Office/Counter</p> <p>Functionality Description :- Facility to forward each payment/ renewal slip or receipt to respective department.</p>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 35.</b>	<p>Process / Sub Process :- Cash Office/Counter</p> <p>Functionality Description :- Facility to fill in cash/cheque deposit forms for Bank to be</p>	Classification :- Feature Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	deposited into TA account for all Cashiers as one Banking.	
<b>FN &amp; P- 36.</b>	Process / Sub Process :- Cashbook Reconciliation Functionality Description :- Facility for sum deposited through e- payment to be made available for reconciliation	Classification :- Feature Criticality:- High
<b>FN &amp; P- 37.</b>	Process / Sub Process :- Cashbooks Functionality Description :- Monthly Reconciliation of Cashbooks pertaining to different Bank Accounts by uploading Bank Statements of respective Bank Accounts	Classification :- Feature Criticality:- High
<b>FN &amp; P- 38.</b>	Process / Sub Process :- Budgetary Control Functionality Description :- System to allow capture of budgets through a standard budget template. Each of the budget templates should have the following characteristics: <ul style="list-style-type: none"> <li>• Provide a standard budgeted income statement and cash flow statement – format to be agreed upon jointly by TA and the solution provider for comparison of actual v/s budgeted profit;</li> <li>• Provide separately actual results for previous year and budgeted figures for current year;</li> <li>• Provide the total figures for the year and monthly figures for the year for both budget and actual previous year; and</li> <li>• The actual figures for previous year should be automatically populated by the system before user(s) input their budgeted figures. Details of the required contents of budget templates to be discussed by the solution provider with TA.</li> </ul>	Classification :- Feature Criticality:- High
<b>FN &amp; P- 39.</b>	Process / Sub Process :- Budgetary Control Functionality Description :- <ul style="list-style-type: none"> <li>• System should allow user(s) to modify and re-actualise the budget figures after a defined reporting period; and</li> <li>• Final approval of the updated budgeted</li> </ul>	Classification :- Feature Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	figures should be electronic. These figures cannot be uploaded in system for reporting purposes until this electronic approval is effected.	
<b>FN &amp; P- 40.</b>	Process / Sub Process :- Budgetary Control Functionality Description :- Access to input and update budgeted figures is restricted to authorised user(s)	Classification :- Control Criticality:- High
<b>FN &amp; P- 41.</b>	Process / Sub Process :- Budgetary Control Functionality Description :- System to monitor availability of budget against Purchase Request (PRs) raised for each cost accounting line item as follows: <ul style="list-style-type: none"> <li>• When raising a PR, the corresponding purchase item code (as described in Procurement) should be specified (mandatory);</li> <li>• When raising PR, availability of budget should be indicated by system;</li> <li>• System flags the user where actual expenses is nearing the budgeted amount - threshold to be defined by management (e.g. actual expenses incurred to date is above 90% of the budgeted amount).</li> </ul>	Classification :- Control Criticality:- High
<b>FN &amp; P- 42.</b>	Process / Sub Process :- Budgetary Control Functionality Description :- Variance report of actual v/s budget can be generated from the system which provides the following: <ul style="list-style-type: none"> <li>- Actual amount; and</li> <li>- Budgeted amount (original and re-actualise).</li> </ul> Note: <ul style="list-style-type: none"> <li>• Report can be exported to excel and underlying explanation for variances provided;</li> <li>• Report can be generated (split by month and cumulative); and</li> <li>• User should be able to specify period for retrieval of report.</li> </ul>	Classification :- Report Criticality:- High
<b>FN &amp; P- 43.</b>	Process / Sub Process :- Budgetary Control Functionality Description :- Forecast can be provided by the system based on actual	Classification :- Report Criticality:- High

Finance, Accounting, Payroll & Procurement		
Sn.	Description	Criteria
	figures and historical data (budget v/s actual).	
<b>FN &amp; P- 44.</b>	Process / Sub Process :- Close the Books Functionality Description :- GL and TB can be extracted for any period required and physical locations (branches, head office etc.) specified by user	Classification :- Feature Criticality:- High
<b>FN &amp; P- 45.</b>	Process / Sub Process :- Close the Books Functionality Description :- Financial Statements in line with IPSAAS can be automatically extracted from the system for any for any period required and physical locations (branches, head office etc.) specified by user	Classification :- Feature Criticality:- High
<b>FN &amp; P- 46.</b>	Process / Sub Process :- Close the Books Functionality Description :- Once an accounting month is closed, changes to accounting data for that month can be effected by a restricted number of officers	Classification :- Control Criticality:- High
<b>FN &amp; P- 47.</b>	Process / Sub Process :- Maintenance of GL Functionality Description :- System to cater for a maintenance of a General Ledger	Classification :- Feature Criticality:- High
<b>FN &amp; P- 48.</b>	Process / Sub Process :- Maintenance of GL Functionality Description :- System to allow authorised users to maintain GL entries	Classification :- Feature Criticality:- High
<b>FN &amp; P- 49.</b>	Process / Sub Process :- Maintenance of GL Functionality Description :- System controls to cater for an audit trail on changes performed to the GL	Classification :- Control Criticality:- High
<b>FN &amp; P- 50.</b>	Extract report on PAYE for Board members & TDS on a monthly basis as per MRA format and prepare PAYE & TDS Report on a yearly basis as per MRA Format.	Classification :- Feature Criticality:- High

**Figure 4: Finance, Accounting, Payroll & Procurement**

#### 6.4.4 Fixed Assets Management

- Fixed Assets Setup & FA Posting Groups
- Depreciations Books
- Fixed Asset Card
- Journals for Fixed Assets
- Calculating and Posting Depreciation
- Write-Down and Appreciation of Fixed Assets
- Fixed Asset Disposals
- Fixed Asset Reclassifications
- Fixed Assets Maintenance
- Fixed Asset Insurance

Fixed Assets Management		
Sn.	Description	Criteria
FA- 1.	<p>Process / Sub Process :- Fixed Asset Standing Data</p> <p>Functionality Description :- The following standing data should be recorded in the Fixed Assets module for each fixed asset item:</p> <ul style="list-style-type: none"> <li>• System generated unique code for each fixed asset item; (using a coding protocol based on category of item)</li> <li>• Name of each fixed asset item;</li> <li>• Description of fixed asset item;</li> <li>• Other details such as make, model, serial number for each item;</li> <li>• Location of each item;</li> <li>• Fixed asset category code from drop down menu (mandatory);</li> <li>• On input of fixed asset category, automatic system update of depreciation code;</li> <li>• Anticipated life of fixed asset (in line with depreciation policy);</li> <li>• Supplier code (from drop down menu);</li> <li>• Purchase date of fixed asset;</li> <li>• Cost of fixed asset (mandatory);</li> <li>• History of movement in asset value (disposal, revaluation, repairs, etc.);</li> <li>• Anticipated residual value of fixed asset (mandatory);</li> </ul>	<p>Classification :- Feature</p> <p>Criticality:- High</p>



Fixed Assets Management		
Sn.	Description	Criteria
	<ul style="list-style-type: none"> <li>• Code of department who owns the asset from drop down menu.</li> <li>• To record movement of assets and to record broken, damage, scrap and disposal items by Administration / Procurement</li> </ul>	
FA- 2.	Process / Sub Process :- Fixed Asset Standing Data Functionality Description :- For each category of fixed assets, a category code and associated details should be established in line with the applicable accounting policy.	Classification :- Feature Criticality:- High
FA- 3.	Process / Sub Process :- Fixed Asset Standing Data Functionality Description :- For each category of fixed assets, a corresponding depreciation code and associated calculation formula should be established in line with the applicable accounting policy	Classification :- Feature Criticality:- High
FA- 4.	Process / Sub Process :- Fixed Asset Standing Data Functionality Description :- Access to modify standing data relating to fixed asset is restricted to authorised users.	Classification :- Control Criticality:- High
FA- 5.	Process / Sub Process :- Fixed Asset Standing Data Functionality Description :- Report of changes effected to standing data in the FAR (such as change in depreciation rules and parameters) can be generated over any period specified by user. For each change, the following should be disclosed: <ul style="list-style-type: none"> <li>• Date of change;</li> <li>• Previous data and new changed data; and</li> <li>• Identification of user who effected change.</li> </ul>	Classification :- Report Criticality:- High
FA- 6.	Process / Sub Process :- Depreciation of Fixed Assets Functionality Description :- System should automatically depreciate each fixed asset item in line with the depreciation code specified in the standing data in line with the applicable accounting policy. Automatic update of the Fixed Asset Register	Classification :- Control Criticality:- High

Fixed Assets Management		
Sn.	Description	Criteria
	once depreciation is calculated and transfer to the GL.	
FA- 7.	<p>Process / Sub Process :- Integration of FAR with GL</p> <p>Functionality Description :- The GL is integrated with the Fixed Asset Register. Upon posting of Invoice to the GL, the Fixed Asset Register is automatically updated with the costs of the fixed asset acquired.</p> <p>Other details relating to the fixed asset (such as make and model, location, life span, etc.) should be recorded in the FAR.</p>	<p>Classification :- Feature</p> <p>Criticality:- High</p>
FA- 8.	<p>Process / Sub Process :- Integration of FAR with GL</p> <p>Functionality Description :- Reconciliation report can be retrieved from the system which displays the figures contained in the GL and the FAR per asset category:</p> <ul style="list-style-type: none"> <li>• Costs;</li> <li>• Accumulated Depreciation; and</li> <li>• Net Book Value.</li> </ul> <p>System should allow user to drill down to details for each asset category where differences are noted between the FAR and GL figures.</p>	<p>Classification :- Control</p> <p>Criticality:- High</p>
FA- 9.	<p>Process / Sub Process :- Integration of FAR with GL</p> <p>Functionality Description :- Report highlighting the following incomplete records in the FAR:</p> <ul style="list-style-type: none"> <li>• Description of fixed asset item;</li> <li>• Purchase date of fixed asset;</li> <li>• Anticipated residual value of fixed asset (mandatory);</li> <li>• Lifespan; and</li> <li>• Location, etc.</li> </ul>	<p>Classification :- Report</p> <p>Criticality:- High</p>
FA- 10.	<p>Process / Sub Process :- Asset Movement</p> <p>Functionality Description :- The system generates a unique number for each request of disposal, transfers and scrapping of fixed assets.</p>	<p>Classification :- Feature</p> <p>Criticality:- High</p>
FA- 11.	<p>Process / Sub Process :- Asset Movement</p> <p>Functionality Description :- System should automatically calculate profit/loss on disposal of fixed assets.</p>	<p>Classification :- Feature</p> <p>Criticality:- High</p>

Fixed Assets Management		
Sn.	Description	Criteria
	Automatic update of the General Ledger once profit/loss is calculated.	
FA- 12.	Process / Sub Process :- Asset Movement Functionality Description :- Report of all additions and disposals/scraping can be retrieved over any period specified by the user.	Classification :- Feature Criticality:- High
FA- 13.	Process / Sub Process :- Adjustments to Fixed Asset Balances Functionality Description :- Same module should be used for adjusting asset quantities following the asset count to bring the theoretical asset quantities in line with actual quantities.	Classification :- Feature Criticality:- High
FA- 14.	Process / Sub Process :- Adjustments to Fixed Asset Balances Functionality Description :- Report of fixed asset quantity adjustments can be retrieved over any period specified by the user.	Classification :- Report Criticality:- High
FA- 15.	Process / Sub Process :- Reporting Functionality Description :- Report of all negative net book values can be retrieved.	Classification :- Report Criticality:- High

**Table 2: Fixed Assets Management**

### 6.4.5 Store Management

#### Inventory Management

- Set up Inventory Control
- Set Up Location and Transfer Orders (Issue)
- Transfer Items between Locations & Item in Transit
- Analyse Item Availability
- Inventory
- Count Inventory

Currently there are two stores, one store at Tourism office and another one at Cleaning and Embellishment, in Vacoas which can eventually be relocated to another region. The items can be transferred from TA Office store to Vacoas Store and these entries should reflect in the system.

Store items are currently being tracked on a dedicated store book by a store officer.

Store Management		
Sn.	Description	Criteria
<b>STR- 1.</b>	Process / Sub Process :- Stock items database Functionality Description :- System to allow users to create stock items with the following information at a minimum: • System generated unique code for each item (alphanumerical code) • Category • Minimum acceptable stock level (reorder level)	Classification :- Feature Criticality:- High
<b>STR- 2.</b>	Process / Sub Process :- Stock items database Functionality Description :- Access to add/modify data is limited to users with the adequate access rights.	Classification :- Control Criticality:- High
<b>STR- 3.</b>	Process / Sub Process :- Re-order level Functionality Description :- System to prompt users upon reaching re-order level of stock items.	Classification :- Feature Criticality:- High
<b>STR- 4.</b>	Process / Sub Process :- Stock Item Request Functionality Description :- System to allow users to submit requests for stock items through a pre-defined form.	Classification :- Feature Criticality:- High

Store Management		
Sn.	Description	Criteria
<b>STR- 5.</b>	<p>Process / Sub Process :- Stock Item Request</p> <p>Functionality Description :- Approval of stock item request by Head of Department of User submitting the request and Authorising Officer.</p> <ul style="list-style-type: none"> <li>• A system generated email is sent to the approver's mail box requesting his/her approval;</li> <li>• Approver can "recommend" or "accept" or "reject" request from mailbox and this information is communicated to the system or approver can log into system and recommend or "accept" or "reject" request;</li> <li>• A system generated email is sent to requestor's mailbox notifying him/her of approval status; and</li> <li>• Request on the system is noted as approved and an email is sent to the storekeeper for execution of the request.</li> <li>• The approver should be able to query the requester and the latter to reply back i.e. possibility to add note or comment. Or if to reject the approver must be able to add reason or comment</li> <li>• The approver should have a link to view last request of this order by his department, the date of order, quantity and date of receipt.</li> </ul>	Classification :- Feature Criticality:- High
<b>STR- 6.</b>	<p>Process / Sub Process :- Update of stock item level</p> <p>Functionality Description :- System to automatically update stock level upon issue of an item and processing of receipts.</p> <ul style="list-style-type: none"> <li>• Possibility to record broken and damage and scrap. Return of damaged items</li> </ul>	Classification :- Feature Criticality:- High
<b>STR- 7.</b>	<p>Process / Sub Process :- Update of stock item level</p> <p>Functionality Description :- System to allow only authorised users to update the stock level.</p>	Classification :- Feature Criticality:- High
<b>STR- 8.</b>	<p>Process / Sub Process :- Update of stock item level</p> <p>Functionality Description :- Access to update stock levels is restricted to users with the adequate access rights.</p>	Classification :- Control Criticality:- High

Store Management		
Sn.	Description	Criteria
<b>STR- 9.</b>	Process / Sub Process :- Update of stock item level Functionality Description :- Report of changes effected to stock level. For each change, the following should be disclosed: <ul style="list-style-type: none"> <li>• Date of change;</li> <li>• Previous data and new data; and</li> <li>• Identification of user who effected the change.</li> </ul>	Classification :- Report Criticality:- High
<b>STR- 10.</b>	Process / Sub Process :- Goods received note Functionality Description :- System to allow the capture of GRNs which are linked to Poss.	Classification :- Feature Criticality:- High
<b>STR- 11.</b>	Process / Sub Process :- Goods received note Functionality Description :- System controls to restrict access to create or modify goods received notes to authorised users only.	Classification :- Control Criticality:- High
<b>STR- 12.</b>	Process / Sub Process :- Return goods Functionality Description :- System to cater for Adjustments of stock for return of goods.	Classification :- Feature Criticality:- High
<b>STR- 13.</b>	Process / Sub Process :- All items are linked to a specific GL Account Functionality Description :- Once PO is converted into invoice , the amount should be posted to its respective GL Account.	Classification :- Feature Criticality:- High

**Table 3: Store Management**

**6.4.6 Payroll Module**

- Reference Module
- Payroll Management
- Payroll Processing
- PAYE
- Contributions Processing
- Bonus/Compensation/Increment
- Reports
- System to provide option to change CSG and NSF rates, define % for specific employees, withhold salary incase (e.g if in the last minute, the Finance Section got a file that an employee should not be paid full salary).
- Ability to create new items (e.g. new allowances and deductions)
- Automatic posting of entries in cash book after validation of payroll.
- Automatic preparation of PAYE format and CSG as per MRA report to be sent to MNS.
- Payroll – should be able to withhold the salary of an employee by inserting UNPAID LEAVE.

Payroll Module		
Sn.	Description	Criteria
<b>PR- 1.</b>	Process / Sub Process :- Payroll Functionality Description :- The system must be versatile, flexible to change and scalable	Classification :- Feature Criticality:- High
<b>PR- 2.</b>	Process / Sub Process :- Payroll Functionality Description :- Flexibility in the implementation of the conditions of service as per PRB Report and Anomalies report.	Classification :- Feature Criticality:- High
<b>PR- 3.</b>	Process / Sub Process :- Payroll Functionality Description :- Reliable and safe, in-built audit trails and with facility to work out monthly Salary Reconciliation & variances.	Classification :- Feature Criticality:- High
<b>PR- 4.</b>	Process / Sub Process :- Payroll Functionality Description :- defined payment and deduction according to a variety of inbuilt computation options.	Classification :- Feature Criticality:- High



<b>PR- 5.</b>	Process / Sub Process :- Payroll Functionality Description :- Possibility to handle monthly payroll frequencies.	Classification :- Feature Criticality:- High
<b>PR- 6.</b>	Process / Sub Process :- Payroll Functionality Description :- Unlimited number of payroll calculation with full reporting facilities.	Classification :- Feature Criticality:- High
<b>PR- 7.</b>	Process / Sub Process :- Payroll Functionality Description :- Yearly salary increases as per salary scale, (incorporation of salary scales).	Classification :- Feature Criticality:- High
<b>PR- 8.</b>	Process / Sub Process :- Payroll Functionality Description :- Archiving of details of payroll for later use.	Classification :- Feature Criticality:- High
<b>PR- 9.</b>	Process / Sub Process :- Payroll Functionality Description :- Querying and viewing of past payroll at any time.	Classification :- Feature Criticality:- High
<b>PR- 10.</b>	Process / Sub Process :- Payroll Functionality Description :- Reporting on selective payments/deduction from past payroll.	Classification :- Feature Criticality:- High
<b>PR- 11.</b>	Process / Sub Process :- Payroll Functionality Description :- Querying and viewing of past payslip	Classification :- Feature Criticality:- High
<b>PR- 12.</b>	Process / Sub Process :- Payroll Functionality Description :- Process / Sub Process :- Payroll Functionality Description :- Built in report generator.	Classification :- Feature Criticality:- High
<b>PR- 13.</b>	Process / Sub Process :- Payroll Functionality Description :- PAYE <ul style="list-style-type: none"> <li>• Maintenance of PAYE tables</li> <li>• Maintenance of PAYE codes</li> <li>• Maintenance of PAYE parameters</li> <li>• Maintenance of EDF</li> <li>• Entries for EDF</li> <li>• Process/Apply EDF</li> <li>• Query PAYE generated</li> <li>• Query PAYE register</li> <li>• Query all PAYE generated</li> </ul>	Classification :- Feature Criticality:- High
<b>PR- 14.</b>	Process / Sub Process :- Payroll Functionality Description :- Bonus/Increment/Compensations <ul style="list-style-type: none"> <li>• Process apply compensation</li> <li>• Record compensation parameters</li> <li>• Process/apply increments</li> </ul>	Classification :- Feature Criticality:- High

	<ul style="list-style-type: none"> <li>Process Sick Leaves payment</li> <li>Process/apply end-of- year bonus</li> <li>Process/apply sick leave ( Yearly &amp; at age of Retirement), casual leave, gratuity and other benefits, retirement. Formula as per PRB.</li> </ul>	
<b>PR- 15.</b>	Process / Sub Process :- Payroll Functionality Description :- Full report of PAYE with query facilities for Tax deducted.	Classification :- Feature Criticality:- High
<b>PR- 16.</b>	Process / Sub Process :- Payroll Functionality Description :- Automatic Tax calculation during payroll run & facility to amend statutory and PAYE rates.	Classification :- Feature Criticality:- High
<b>PR- 17.</b>	Process / Sub Process :- Payroll Functionality Description :- Statutory reporting for online submission of PAYE, FPS, Pension, Widows, CSG, NPS, NSF (Annual returns & other reports) – standard reports.	Classification :- Feature Criticality:- High
<b>PR- 18.</b>	Process / Sub Process :- Payroll Functionality Description :- Facility to generate adhoc reports, in addition to standard reports.	Classification :- Feature Criticality:- High
<b>PR- 19.</b>	Process / Sub Process :- Payroll Functionality Description :- Online Bank transfer facilities	Classification :- Feature Criticality:- High
<b>PR- 20.</b>	Process / Sub Process :- Payroll Functionality Description :- Interface to Accounting system and Coding of the different component of Payroll (Preparing a Payroll journal) to General Ledger.	Classification :- Feature Criticality:- High
<b>PR- 21.</b>	Possibility to cater for the payroll of all 'department'. ( TA & Cleaning Unit & Others)	Classification :- Feature Criticality:- High
<b>PR- 22.</b>	Process / Sub Process :- Payroll Functionality Description :- The system should be modular and should allow easy customisation.	Classification :- Feature Criticality:- High
<b>PR- 23.</b>	Process / Sub Process :- Payroll Functionality Description :- User privileges and privacy levels facilities control access and preserve confidentiality in a multi user environment.	Classification :- Feature Criticality:- High
<b>PR- 24.</b>	Process / Sub Process :- Payroll Functionality Description :- Easy backup facility (if not, then our existing backup exec software must be able/compatible to backup data)	Classification :- Feature Criticality:- High

<b>PR- 25.</b>	Process / Sub Process :- Payroll Functionality Description :- Facility to direct reports to printer, screen or spool files, such that reports on screen should be capable of being imported to Microsoft Excel.	Classification :- Report Criticality:- High
<b>PR- 26.</b>	Process / Sub Process :- Payroll Functionality Description :- Integrated end-user query tool and facility to build ad hoc queries	Classification :- Report Criticality:- High
<b>PR- 27.</b>	Process / Sub Process :- Payroll Functionality Description :- Import/Export facilities (payroll to Accounting Package & Excel).	Classification :- Report Criticality:- High
<b>PR- 28.</b>	Process / Sub Process :- Payroll Functionality Description :- Standard yearly reports (e.g. Statement of Emoluments & all statutory annual returns).	Classification :- Report Criticality:- High
<b>PR- 29.</b>	Process / Sub Process :- Payroll Functionality Description :- Availability for update and scope for future expansion	Classification :- Feature Criticality:- High
<b>PR- 30.</b>	Process / Sub Process :- Payroll Functionality Description :- The system should generate figures for overtime, mileage, passage benefits, sick leave encashment, car allowance, uniform allowance, meal allowance.	Classification :- Feature Criticality:- High

**Authorities for payment of salaries, allowances and other benefits are conveyed to the Finance Division for incorporation in the payroll.**

#### 6.4.7 Reporting Requirements

Requirements for a list non-exhaustive reports for new system to generate for the Procurement & Finance Department:

- i. Report with regards to status of all orders in process as at a particular date. Status from internal requisition from staff, purchase order, delivery (if order not received need to see the tentative date for delivery), payment status etc.
- ii. Report with regards to status for all tenders in process at a particular date i.e. contract award, work in progress or services in progress, status payment, part payment if any, etc...(Can have information such as Procurement Number, Subject of Procurement, Supplier or Contractor or consultancy, Amount, Date of Award, Date Contract Signed Contract Value, work in progress status, payment status, date completed, date final payment, etc.)
- iii. Report of opening of bids for tenders with all details.
- iv. Report to see list of purchase order awaiting approval or awaiting delivery or by supplier
- v. Report per item per department over a given period so that we can see consumption of a particular item by a department (to give the different dates within that period the item was procured) and it can be done by person
- vi. Report of procurement costs by department
- vii. Report of vendor for a specific period with details of procurement from the vendor. Purpose to allow us to see the volume of transaction with a particular supplier.
- viii. Report of outstanding payment (accruals) as at a given date or period (report can be either only for those which invoices have already been processed or invoices have not yet been processed by procurement or both.
- ix. Report of level of stock of items at a given date
- x. Report of asset issued and in use by a person at a given date. – Asset Inventory which is normally fixed on office door
- xi. Report of items issued to a person and in use at a given date
- xii. Report of items considered as damaged, no longer in use, etc. that is items for Board of survey
- xiii. Report of list of suppliers for a particular item.

- xiv. Reports for the Statistics Mauritius Ltd on the payroll system, fees collection for Cash Office and Expenses incurred by the Authority monthly & yearly basis.
- xv. Monthly recap of expenses as per different Cashbook.

#### **6.4.8 Migration of Accounting, Finance, Procurement and Payroll Data**

Data are currently available in spreadsheet, files and on the Dodopedia and Navision System and will have to be migrated on the new system.

## 7 HUMAN RESOURCES MANAGEMENT & PAYROLL

The Human Resource (HR) Section deals with matters relating to TA staff, Workmen's Group and Cleaning & Embellishment Unit.

The HR Section is currently under the responsibility of the Administrative officer.

Currently the HR section does not have any system for processing of queries and all processing is carried out manually.

Categories of TA Employees and Cleaning and Embellishment Unit:

- Permanent
- Probation, Substantive and Temporary
- Trainee
- Contract
- Part-Time

There is currently no Human Resources Management System at the TA. Payroll is currently being computed on Dodopedia system (Tailor made system) with the exception for trainee where it is computed on spreadsheet.

### 7.1 HR & Payroll main processes

The HR & Payroll process currently carries the following main HR function such as:

- Recruitment and Selection
- Induction
- Appointment, Probation, Confirmation
- Promotion
- Training (In-House and offsite (Local and Abroad)
- Workshop and Conference
- Mission Abroad
- Creation and Maintenance of Personal and leave Files
- Disciplinary Proceedings
- Industrial Relation with Ministry of Labour, Trade Unions etc.
- Processing and Recommendation for Payment of Allowances/Benefits

- Leave Management, i.e. Vacation Leave, Paternity Leave, Leave Without Pay (LWP), Time Off for Religious Purposes, Lateness, Family Responsibility Leave, Sick Leave, Casual leave, Adoption Leave, Pupillage and Pre-Registration Leave, Time Off Against Accumulated Hours, Unauthorized Leave, Maternity Leave, Study Leave, Injury Leave, Time Off Against Overtime among others
- Insurance: Group Personal Accident (including renewal) and claims Medical Insurance for new entrant, renewal and claims (dependent can be included in medical insurance), Travel
- Attendance Management for TA staff and Cleaning and Embellishment Unit.
- Attendance Register for TA Staff and Attendance Register and Card (Cleaning and Embellishment Unit)
- Performance Management,
- Manpower Assessment and Planning (including budget), Retirement, Resignation, Termination, Transfer between parastatal bodies, Redeployment among Others.
- Submission of input for processing of Salary (for e.g. Verification of Attendance and documents)
- Process for Mileage, Transport Calculation, Deductions, Refund, Passage Benefits, End of Year Gratuity, End of Year Bonus etc.
- Overtime

Authorities for payment of salaries, allowances and other benefits are conveyed to the Finance Division for incorporation in the payroll.

- Processing of payroll is effected by Finance Division

## 7.2 Resources at the HR Department

The TA has some 85 TA staff, 1 Project Coordinator and 71 employees in the Cleaning and Embellishment Unit and the HR Section delivers HR services to these employees.

## 7.3 Main Requirements of the proposed new system to cater for:

A Self-Service Portal/web enabled, flexible, user friendly system with possibility to integrate new modules and payroll functionalities.



The proposed system should include a self-service portal for employees. The Self-Service portal will include the following:

1. Dashboard with Color Coding
  - a. Showing Leaves Balance (inld. Sick Leaves)
  - b. Passage Benefit Balance
  - c. Calendar (showing leaves/public holidays)
2. Application of Leaves (as per PRB Provisions)

e.g. (list non-exhaustive leaves types)

Leave Type: *	<input type="text" value="Select Type"/>	Leave Balance:
From Date: *	<input type="text" value="Select Type"/>	
End Date: *		
Reason:		

- The processing of leaves on back-end will happen via multi-level workflows/approval
  - Notifications for Approval
  - The HR Dept should also be able to reschedule a leave on request (e.g. via an e-service) from an officer.
3. Officers should be able to apply for Passage Benefit while submitting the relevant documents online.
    - a. All Processing of Passage Benefits should be performed via Back-end
    - b. The system should be integrated with the HR/Payroll system
  4. View Attendance by period and Time accumulation  
 Employees should be able to view their own attendance by period and with in-built web-based graphs.  
  
 Employees should also be able to view:
    - Early Time-in Accumulation (+ve/-ve)
    - Late Time-In Accumulation (+ve/-ve)
    - Early Time-Out Accumulation (+ve/-ve)
    - Late Time-Out Accumulation (+ve/-ve)
  5. View Pay Slip
    - a. Current Pay Slip
      - i. Once Payroll is run and pay slip for the current month is available, employees should be notified
    - b. Previous Pay Slip

**6. Health and Safety**

Field for classification of PPEs for e.g shoes...etc to be provided by the supplier. Possibility to scan the undertaking signed by the employees in respect of PPE and uniforms.

**7. Items issued to employees**

To ensure that items issued by category to the employees could be retrieved from the system.

**8. Overtime**

The Head of Sections (HODs) to certify that works have been done. Approval of the HODs and Director are required prior and after work has been done.

**9. Movement of staff**

Field to record information (e.g date, etc....) when Staff are moving to other departments ( for performance appraisal purpose and testimonial... etc) to be provided.

The target solution is also expected to cater for a Performance Management System as per PRB and Civil Service guidelines and be fully compliant with requirements from the Pay Research Bureau.

A high-level description of functionalities (non-exhaustive) required in the proposed System is outlined in this section.

**7.3.1 HRMS:**

1. Manpower Assessment and Planning
2. Recruitment and Selection
3. Employee Management
4. Loan Management
5. Employee Development
6. Job Management
7. Performance Appraisal
8. Benefits Management
9. Attendance
10. Leaves Management
11. Passage Benefits
12. Self-Service Portal

13. Reports

14. User Administration

### 7.3.2 Payroll:

1. Reference Module
2. Payroll Management
3. Payroll Processing
4. PAYE
5. Contributions Processing
6. Bonus/Compensation/Increment
7. Reports

*Other requirements of the Human Resources Management & Payroll module have been provided in the table below whereby the supply will have to comply.*

### 7.3.3 Human Resources Management & Payroll module requirements

Human Resources Management & Payroll		
Sn.	Description	Criteria
<b>HRM &amp; P- 1.</b>	Process / Sub Process :- Online Web based HRM System Functionality Description :- System to be accessed through available web browser e.g. Microsoft Edge, Safari, Mozilla Firefox or Google Chrome in a secured manner	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 2.</b>	Process / Sub Process :- Online Web based HRM System Functionality Description :- System to cater for Online Leave Application, Online Approval of Leaves, Online Query of Leave Balance with access rights and notifications through email and SMS.  System also to cater for manual applications of leave for manual grades (excel or word ) with possibility to upload information on the HRM	Classification :- Feature Criticality:- High

	System for report generation and notification through email and SMS.	
<b>HRM &amp; P- 3.</b>	Process / Sub Process :- Performance Appraisal Functionality Description :- System to cater to input maintain Criteria for mid- term Appraisal/final Appraisal and Record/query Performance Appraisal of all employee concerned.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 4.</b>	Process / Sub Process :- Workshop, Conference and Mission Abroad Functionality Description :- System to cater to input, schedule and record for employee attending Workshop and Conference, attendance, calculating per diem and allowances	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 5.</b>	Process / Sub Process :- Insurance and Loan Scheme Functionality Description :- System to cater for workflow for processing of Insurance e.g. Group Personal Accident (including renewal and claims, Medical Insurance for new entrant, renewal and claims (dependent can be included), Travel among others and also Deductions , Alimony, Loan Deduction	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 6.</b>	Process / Sub Process :- Disciplinary Proceedings Functionality Description :- System to cater for workflow for processing of disciplinary proceedings	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 7.</b>	Process / Sub Process :- Recruitment - Post database Functionality Description :- System to cater for a Posts Database containing the following information of a minimum: <ul style="list-style-type: none"> <li>• System generated unique code for each post (alphanumeric code);</li> <li>• Post name (Mandatory);</li> <li>• Department/Unit (Mandatory);</li> <li>• Type of employment (contract /permanent)</li> <li>• Level;</li> <li>•Basis of Employment (Full Time/Part Time);</li> <li>• Scheme of Service;</li> <li>• Salary Scale;</li> <li>• Status (Occupied/Vacant);</li> <li>• Funded/Not Funded;</li> <li>• Comments;</li> </ul>	Classification :- Feature Criticality:- High

<b>HRM &amp; P- 8.</b>	Process / Sub Process :- Recruitment - Post database Functionality Description :- System to cater for the creation of Scheme of Service (similar to job roles and responsibilities). Each Scheme of Service should be assigned a system generated unique code and history.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 9.</b>	Process / Sub Process :- Recruitment - Candidate database Functionality Description :- System to cater for a Candidate Database containing the following information at a minimum: <ul style="list-style-type: none"> <li>• System generated unique code for each candidate (alphanumeric code);</li> <li>• Candidate name (Mandatory);</li> <li>• Maiden Name (where applicable)                         <ul style="list-style-type: none"> <li>• Candidate National ID (Mandatory);</li> <li>• Candidate date of birth;</li> </ul> </li> <li>• Age;</li> <li>• Candidate current employment in public, parastatal or others and to link age (Mandatory)                         <ul style="list-style-type: none"> <li>• Candidate address (Mandatory);</li> <li>• Candidate contact details (email and telephone numbers);</li> <li>• Candidate Academic qualifications;</li> <li>• Candidate Professional qualifications;</li> <li>• Experience</li> <li>• References details</li> </ul> </li> </ul>	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 10</b>	Process / Sub Process :- Recruitment - Advertisement of post Functionality Description :- System to highlight vacant posts.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 11</b>	Process / Sub Process :- Recruitment - Advertisement of post Functionality Description :- System to assign minimum criteria to post that need to be met by applications. Criteria include the following at a minimum:	Classification :- Feature Criticality:- High

	<ul style="list-style-type: none"> <li>• Qualification level required for candidate</li> <li>• Years of experience;</li> <li>• Professional qualification/certification</li> </ul>	
<b>HRM &amp; P- 12</b>	<p>Process / Sub Process :- Recruitment - Submission of application</p> <p>Functionality Description :- System to allow candidates to submit online applications through the online portal of the new system and also to cater for application for manual grades and upload same on system.</p>	<p>Classification :- Feature</p> <p>Criticality:- High</p>
<b>HRM &amp; P- 13</b>	<p>Process / Sub Process :- Recruitment - Submission of application</p> <p>Functionality Description :- System to allow candidates to attach and submit relevant documents with their online application.</p>	<p>Classification :- Feature</p> <p>Criticality:- High</p>
<b>HRM &amp; P- 14</b>	<p>Process / Sub Process :- Recruitment - Pre-screening</p> <p>Functionality Description :- System to automatically classify applications based on pre-defined parameters. For example, if a post requires 3 years of experience minimum, the system should classify the applications that do not meet this criterion as not meeting this specific requirement.</p>	<p>Classification :- Feature</p> <p>Criticality:- Low</p>
<b>HRM &amp; P- 15</b>	<p>Process / Sub Process :- Recruitment - Selection</p> <p>Functionality Description :- System to maintain a Selection Criteria and Remarks form used to grade candidates (qualitative and quantitative parameters).</p>	<p>Classification :- Feature</p> <p>Criticality:- High</p>
<b>HRM &amp; P- 16</b>	<p>Process / Sub Process :- Recruitment - Selection</p> <p>Functionality Description :- System to capture approval workflow for candidate selection (Appointment, Probation, Confirmation) as per TA approval criteria.</p>	<p>Classification :- Feature</p> <p>Criticality:- High</p>
<b>HRM &amp; P- 17</b>	<p>Process / Sub Process :- Employee database</p> <p>Functionality Description :- System to cater for an Employee Database containing the following information at a minimum:</p> <ul style="list-style-type: none"> <li>• System generated unique code for each employee (alphanumeric code);</li> <li>• Employee name (Mandatory);</li> <li>• Employee National ID (Mandatory);</li> <li>• Employee date of birth;</li> <li>• Employee address (Mandatory);</li> <li>• Employee contact details (email and telephone)</li> </ul>	<p>Classification :- Feature</p> <p>Criticality:- High</p>

	numbers); <ul style="list-style-type: none"> <li>• Employee joining date;</li> <li>• Date Employee confirmed in his/her post</li> <li>• Mode of employment</li> <li>• Qualification details &amp; working experience</li> <li>• Grade Level</li> <li>• Employee category (Mandatory);</li> <li>• Post occupied;</li> <li>• Basic salary of employee (Mandatory);</li> <li>• Employee benefits (e.g. travel allowance rate);</li> <li>• Employee overtime rate;</li> <li>• Employee TAN number;</li> <li>• Employee deductions (e.g. statutory deductions, Insurance etc.); and</li> <li>• Employee banking details.</li> </ul>	
<b>HRM &amp; P- 18</b>	Process / Sub Process :- Employee database Functionality Description :- System to allow Candidates to be turned into Employees.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 19</b>	Process / Sub Process :- Employee database Functionality Description :- Access to create employees and amend employee details on the System is restricted to authorised users.	Classification :- Control Criticality:- High
<b>HRM &amp; P- 20</b>	Process / Sub Process :- Employee database Functionality Description :- System to provide a report of all posts occupied by an employee.	Classification :- Report Criticality:- High
<b>HRM &amp; P- 21</b>	Process / Sub Process :- Recording and Monitoring of Daily Attendance Functionality Description :- System to be interfaced with the biometric controller/clock card system Attendance system to record attendance for TA staff and Cleaning unit staff on different location.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 22</b>	Process / Sub Process :- Recording and Monitoring of Daily Attendance and movement of employees in and out of office Functionality Description :- System to provide a report of the time in and time out by each employee and generate lateness report as defined time parameters	Classification :- Report Criticality:- High
<b>HRM &amp; P- 23</b>	Process / Sub Process :- Recording and Monitoring of Daily Attendance Functionality Description :- System to provide a report of attendance and overtime per employee over a user specified period.	Classification :- Report Criticality:- High



<b>HRM &amp; P- 24</b>	Process / Sub Process :- Leaves Management module Functionality Description :- System to cater for different types of leaves applications through a self-service Leaves Management module and in the event of manual application for cleaning and embellishment unit and maintain same.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 25</b>	Process / Sub Process :- Leaves Management module Functionality Description :- Assessment, Retirement, Resignation, Termination.	Classification :- Control Criticality:- High
<b>HRM &amp; P- 26</b>	Process / Sub Process :- Leaves Management module Functionality Description :- Recommend/Approval for the leaves applications is made on the System by designated personnel.	Classification :- Control Criticality:- High
<b>HRM &amp; P- 27</b>	Process / Sub Process :- Leaves Management module Functionality Description :- System to provide a report of all leaves over any period specified by user.	Classification :- Report Criticality:- High
<b>HRM &amp; P- 28</b>	Process / Sub Process :- Computation of overtime, employee Functionality Description :- System to cater for the calculation of overtime based on pre-set parameters, and upon input of approved overtime time (start time and end time) by user and the time to be verified with attendance system and the number of hours of overtime to be computed by system.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 29</b>	Process / Sub Process :- Computation of overtime, employee benefits and deductions Functionality Description :- Access to input and modify parameters relevant to all payments ,allowances and deductions, and working calendar on the System is restricted to authorised users.	Classification :- Control Criticality:- High
<b>HRM &amp; P- 30</b>	Process / Sub Process :- Computation of overtime, employee benefits and deductions Functionality Description :- System to provide a report of allowances (overtime paid, uniform, photocopy etc.), employee benefits and employee deductions over a period specified by user.	Classification :- Report Criticality:- High

<b>HRM &amp; P- 31</b>	Process / Sub Process :- Computation of overtime, employee benefits and deductions Functionality Description :- System to cater for the calculation of employees benefits in compliance with parameters mandated with the Pay Research Bureau and/or the Tourism Authority Board and/or Management	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 32</b>	Process / Sub Process :- Computation of overtime, employee benefits and deductions Functionality Description :- System to cater for the calculation of employees' deductions in compliance with parameters mandated with the Pay Research Bureau and other applicable regulations.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 33</b>	Process / Sub Process :- Computation of Payment/Deduction/Benefit Types - passage benefits Functionality Description :- System to cater for Passage Benefit calculation in line with PRB. The system should be able to cater for the transfer of passage benefits for employees transferring from/to other public institutions.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 34</b>	Process / Sub Process :- Computation of passage benefits Functionality Description :- System to provide a report of the following (at a minimum) over a user specified period: <ul style="list-style-type: none"> <li>• Opening balance of passage benefits</li> <li>• Passage benefit taken</li> <li>• Closing balance of passage benefits</li> </ul> Finance should have access to this module as passage benefits are processed in Financial statements	Classification :- Report Criticality:- High
<b>HRM &amp; P- 35</b>	Process / Sub Process :- Computation of lateness/early arrival Functionality Description :- System to cater for the computation of lateness and early arrival in compliance with parameters mandated with the Pay Research Bureau.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 36</b>	Process / Sub Process :- Accounting entries Functionality Description :- System to cater for the automatic update of the payroll sub-ledger and the general ledger upon input of payroll details.	Classification :- Feature Criticality:- High

<b>HRM &amp; P- 37</b>	Process / Sub Process :- Accounting entries Functionality Description :- Authorized users will have access to the Payroll module to perform payroll transactions: Record Monthly Payroll , Modify Payments/Deductions, Populate Payments/Deductions, Process Monthly Payroll, Contributions and Close Payroll	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 38</b>	Process / Sub Process :- Generating payslips Functionality Description :- System automatically generates employee payslips following the pay run.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 39</b>	Process / Sub Process :- Generating payslips Functionality Description :- System forwards payslips to employee internal email address.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 40</b>	Process / Sub Process :- Generating payslips Functionality Description :- System allows employee to view their pay history on screen. Human Resources Staff should also have access to view payslips of employees.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 41</b>	Process / Sub Process :- Generating payslips Functionality Description :- System allows employees to print their respective payslips on demand. Human Resources Staff should be also be allowed to print payslips of the employees.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 42</b>	Process / Sub Process :- HRP-34 PAYE and CSG & NSF report Functionality Description :- PAYE report, CSG, Levy and NSF report	Classification :- Report Criticality:- High
<b>HRM &amp; P- 43</b>	Process / Sub Process :- Performance Management System Functionality Description :- System to cater for PMS in line with Civil service requirements.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 44</b>	Process / Sub Process :- Training module Functionality Description :- System to have a training and development module in compliance with parameters mandated with the Pay Research Bureau and other applicable regulations of the Ministry and TA.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 45</b>	Process / Sub Process :- Training module Functionality Description :- System to cater for Survey of Training, Training plan, budget	Classification :- Feature Criticality:- High

	provision, recording etc and should be linked with the module of Performance Management System	
<b>HRM &amp; P- 46</b>	Process / Sub Process :- Computation module Functionality Description :- System to have a module and workflow for computation of all the benefits mentioned and Process for Mileage, Transport Calculation, Deductions, Refund, Passage Benefits, End of Year Gratuity, End of Year Bonus etc. in compliance with parameters mandated with the Pay Research Bureau and other applicable regulations of the Ministry and TA.	Classification :- Feature Criticality:- High
<b>HRM &amp; P- 47</b>	Process / Sub Process :- Budget provision Functionality Description :- System to allow the capture of a budget provision for staff training.	Classification :- Feature Criticality:- High

**Table 4: Human Resources Management & Payroll**

**Authorities for payment of salaries, allowances and other benefits are conveyed to the Finance Division for incorporation in the payroll.**

Work flow processes should be in place to seek recommendation and approval from HoD and Management e.g. overtime request goes through heads then Director for approval Or overtime payment go through Heads then Administrative Officer then Director.

Or another e.g. payment of passage benefits need approval prior to sending to Finance for processing.

#### **7.3.4 Notification alerts, recommendation, approval and appeal mechanism**

- New e-service to submit application for appeal by employees.
- Back-end for e-service available directly to MOT staff and Director
- MOT will provide additional elements to TA for review on the system via a workflow
- Case along with elements from MOT will be considered by the TA
- Notifications to both aggrieved employees and MOT to follow.

Appeal Mechanism to be catered for other stakeholders such as Ministry of Labour, HR Development and Training, Ministry of Public Service, Administrative and Institutional Reforms, Equal Opportunities Commission, etc. for appeal from employees or applicants for jobs.

### 7.3.5 Clearances

New System to support Budget Clearance with Ministry of Finance, Economic Planning and Development, Board Approval, Recommendation of the Human Resources Committee, Approval from Ministry of Tourism for Recruitment and Selection

### 7.3.6 Reporting Requirements

A list of non-exhaustive main reports for the new system to generate:

- *HR Reports*
- *List of employees per department/unit*
- *Reports on Staff Development*
- *Recruitment Report*
- *Interview & Assessment Reports*
- *Payroll Reports*
- *Training per employee*
- *List of employees by posting*
- *List of employees by grade*
- *List of employees on establishment and/or contract with details*
- *List of employees by category*
- *List of employees who have resigned, whose services have been terminated, post declared vacant, transfers, new recruits, etc.... for a given period (Need for different purpose but also for Auditor each year)*
- *List of employees within a salary range*
- *Employee History – must have record of promotion, new post, acting ship*  
*Officers having a specific qualification*
- *Officers who will be retiring within a specific period*
- *List of employees who will be retiring within x months*
- *Training Report per employee at a given date or period of time for several employees*
- *Leave taken by each employee (e.g. sick leave, casual leave and vacation leave with their balance, refund payment, carried forward etc being given specificity of these leaves)*
- *Leaves in Bank*

- *Daily report of leave and attendance of employees*
- *Report of leaves approved not yet taken*
- *Employee Leave Statistics*
- *Passage Benefits Reports*
- *PB Report per Employee*
- *Summary of PB for all Employees*
- *Report of yearly passage benefits*
- *PB Balance*
- *List of Employees on Probation*
- *Yearly Sick Leave Refund*
- *List of corrections for payment history*
- *List of employees due for confirmation at a user-defined date*
- *List of employees confirmed during a user-defined period*
- *List of employees due for substantive employment at a user-defined date*
- *List of employees who become substantive during a user-defined period.*
- *Attendance Report (Time in & Time out)*
- *Daily Report indicating employee's absence, on leave and lateness*
- *Lateness Report (per employee for a given period or for a group of employee for a given period)*
- *User Access Management Reports*
- *Report of overtime performed, paid and taken as time off per employee*
- *Report of overtime performed, paid and taken as time off for a given period (with several employees)*
- *List of grades with status prescribed and non-prescribed and with salary scale for prescribed*
- *List of grades non prescribed with minimum and maximum salary*



- *Report of end of contract gratuity paid as at a particular date (details per year)*
- *List of trainees with details*
- *List of trainees whose contract will expired in x months*
- *List of contractual employees whose contract will expired in x months*
- *Statistics Report by grades by permanent and contractual (additional criteria could be included like no. of vacant posts, filled in, termination.... Normally worked a template for budget also)*
- *Report of list of equipment and asset issued to an employee with details such as date of issue, item type, etc....*
- *Employee Report per person*
- *List of employees against whom disciplinary proceedings have been taken over a given period of time.*
- *List of marks attributed yearly to employees for Performance Appraisal (Needed as same to be sent to Finance for increment purposes)*
- *Report per employee for performance appraisal for a given period per year indicating Marks at Final appraisal, Training requested, Training given)*
- *Reports be made available for all items (consumable and assets) issued to department over a period for cost analysis per department.*

Note: For the report on list of employees, the system must be able to generate separate list for Cleaning and Embellishment Unit and that of TA office and combined when required.

### 7.3.7 Migration of HR Data

HR data are currently on the in files, in word and excel and will have to be migrated on the new system.

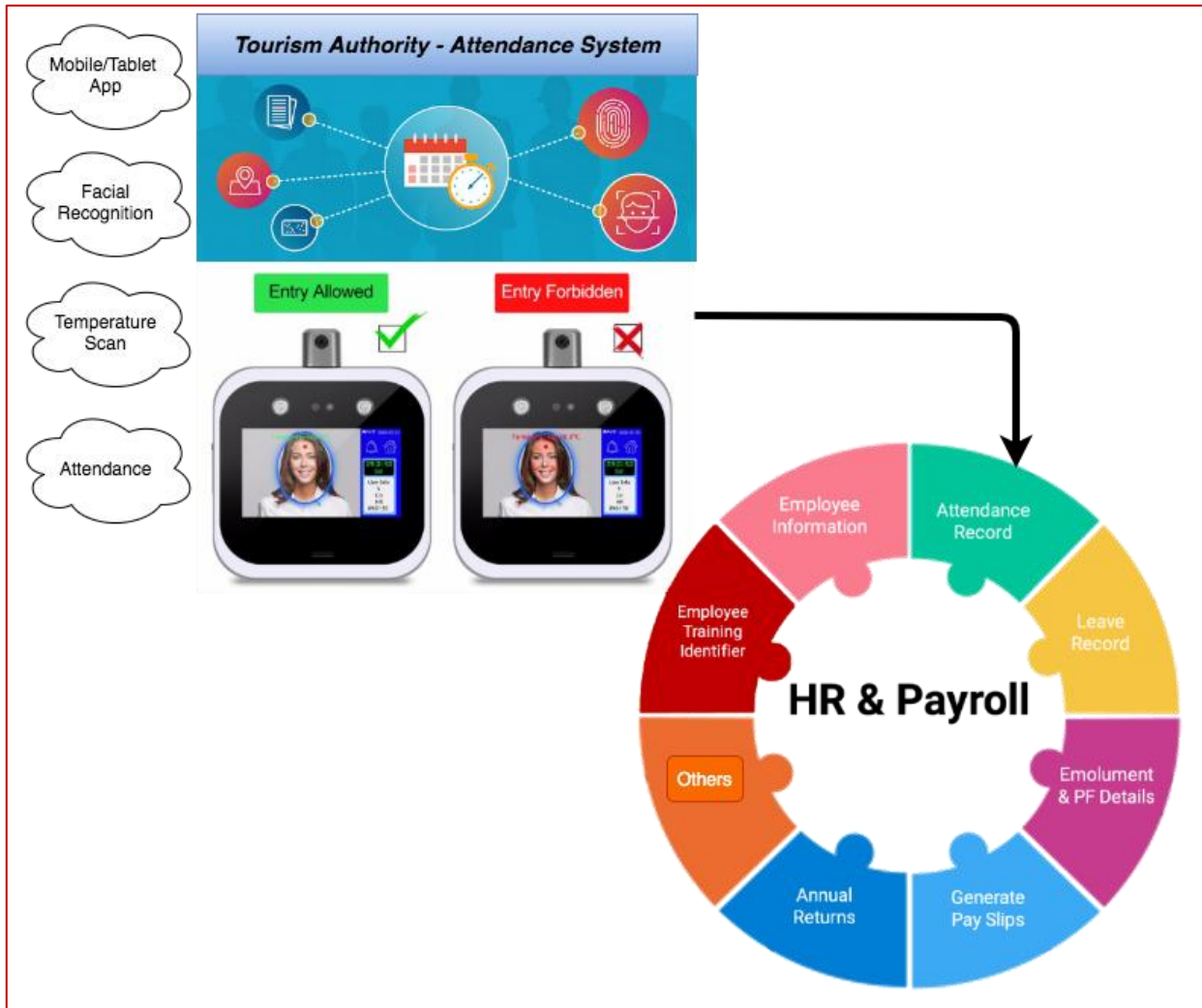
## 8 ELECTRONIC ATTENDANCE SYSTEM

As part of the Integrated System, the TA is also looking to implement an Electronic Attendance System (EAS) which will be linked and provide data to the new HRMS/Payroll system proposed by the supplier.

This module will enable the TA to automatically process attendance from records received from the Electronic Time Recorders (ETRs) and Mobile/Tablet App and monitor access control.

**The supplier will be informed about any increase or decrease in the Number of Electronic Time Recorders (ETRs) at time of award. However, the supplier is expected to quote for the unit price of the ETR in the proposal at bidding stage.**

- The EAS should be bundled with its database system. It should also have a user-friendly front-end menu for easy operation of the system to carry out functions like enrolment, attendance management, temperature check, audit trail, online help, report generation as per user requirements, backup and restore and interface with the proposed HRMS/Payroll system.
- The proposed ETRs should support Bio-metric Attendance System (Face Recognition Solution), read proximity cards, detect temperature and support keypad input including programmable function keys. An alphanumeric display on the Electronic Time Recorder will show permanently the current date & time.
- The ETRs will be wall-mounted.



## 8.1 Identification of Employees

The supplier will have to provide the following methods of employee identification:

- Face Recognition Solution,
- Fingerprint biometrics,
- 'touch-n-go' biometrics technology,
- employees' identification cards (proximity card),
- login id/ and password,
- Mobile App (Smart Phone) or Tablet App with GPS Location detection.

**The staff size is around 150 but the ETR should support not less than 200 employees and ETRs must be able to operate in standalone mode.**

## 8.2 Mobile App/ Tablet App

The Mobile/Tablet Attendance app should allow TA staff to clock in & out from anywhere using their Mobile/ Tablet. It can use GPS information ensuring the right officer is at the right place (site visit, survey, inspection and monitoring) to work.

The mobile attendance app should be built-in with face recognition technology to check & verify the employee face so as to avoid fake or buddy clocking. The app should also be integrated with the EAS.

## 8.3 Main Features:

- Face Recognition
- Accurate GPS Capture
- GPS lock (Clock-in allowed at specified location)
- Available in iOS & Android
- Real time Monitoring
- Real time sync with the EAS and data to be interfaced with the HRMS/Payroll System

## 8.4 Electronic Attendance System

- Employee Enrollment
- Create Attendance of Employee
- Record Attendance : record attendance on the system as well as record attendance for manual staffs and upload same on the system
- Load Attendance - upload electronic attendance data into the HRM/Payroll system
- Maintain and Query Attendance - Attendance data uploaded may be queried via this function which also allows for any manual input of attendance details
- Support Roster/Shift Module
- Populate and Approve Overtime Transactions and same to be pushed to HRMS/Payroll system for Overtime and Time -off
- Manage Attendance Entries - Allow employees to insert site visit /surveys/monitoring Audit Trails for specific cases
- Direct Database Search

- No effect of physical appearances and changes on Face
- Capture live data from Mobile/Tablet App and load same on the EAS and HRMS/Payroll
- Possibility of Integration with other Biometric System
- Categorization of Employees into Groups, Types, etc
- Overtime Management (Examples of Alerts/Reports Generated)
- Intranet Supported Web Portal
- Possibility to integrate with Door Lock or any other Access Control Equipment

### 8.5 Desirable features among others for supplier to provide:

- Manage time IN and OUT and attendance of all the TA staff at the office.
- Manage time IN and OUT and attendance of all the Cleaning Unit at “**any remote site of work**”.
- Record attendance of manual staffs and upload/update same on the system and interface with the proposed HRMS/Payroll system
- The system should also maintain a full audit trails, allowing accountability and recreation of activities for administrative purposes.
- The application software to be integrated with card reader and biometric.
- EAS should have a user-friendly GUI (Graphical User Interface) for easy operation of the system and report generation on time/attendance on a daily, weekly or session basis as per the requirement of the user.
- Should generate signals for indication of identification process in the GUI as well as card reader console.
- Option for setting User rights & restricting the access.
- Should support offline & online enrolment.
- Identified employee should get stored in database.
- Should be able to generate customized reports as per user’s requirement.
- Communication with using TCP/IP.
- Software should have emergency overriding facility.
- Software should be scalable in terms of number of users and add on advanced features.

- The software should be provided with the user's manual.
- Units under TA whose personnel is managed by the HR Section of TA to be linked to the EAS.
- The EAS may be a commercially available, Off-the-Shelf Software (COTS), which fulfils all the functional requirements of the HR Section in terms of attendance.
- The EAS should also be web-enabled or support the Mobile/Tablet App and should provide the basic functions of recording time in/time out of employees (will cater also for staff leaving after working hours) as well as other features such as computation of excess/deficit of hours of attendance, lateness, overtime and generation of management information reports.

## 8.6 Reporting Requirements

The proposed system will have to generate the mentioned reports among others:

Daily attendance report	Staff details of time-in and time-out, overtime, leave taken, rest days, etc.
Individual attendance report	Whole month details of time-in, time-out, overtime, leave taken, rest days, etc. for an individual employee in one A4 paper.
Early Arrival Report	To be computed as per provisions of the PRB Report
Consolidated reports	Consolidates the Late comers, Early Leavers, Absents & missed out punching
Lateness summary report	Only shows the late comers on that selected date
Performance report	Monthly & Yearly wise employee late hour, no of times late, Absent, Unpaid leave taken
Attendance ratio report	Number of employee present on every day and attendance ratio for it.
Working hours summary report	Month end summary of Lateness, OT hours, allowances, deductions and leaves type
Movement report	Movement of any employee

Reason report	Month end summary of Lateness, OT hours, allowances, deductions and leaves type
Exception report	Reports for exceptional cases.
Leave taken summary	No. of days & details of leave taken for every staffs. It shows the Earn, UN Earn. Taken, Balance of Annual & Medical Leaves
Leave consolidate	Consolidate total number of leave taken for every employee
Hourly rate summary report	Payroll calculation report for hourly rated employees.

## 9 EDMS AND E-REGISTRY WITH RPA FUNCTIONS

### 9.1 Introduction

The main Registry consists of an **Open Registry (OR)** (related to TEL/TAC, Star Rating, PCL, and Monitoring and Compliance and thereafter to include Skipper License and Canvasser permit) and a **Confidential Registry (CR)**.

The roles of the Registry are basically to:

- Receive incoming letters/correspondences
- File letters/correspondences and send files to officers
- Record file movement
- Despatch outgoing papers/correspondences
- Bring-up of files
- Creation of new files
- Classification
- Keeping Records/Updating Database

The activities of other registries such as Administrative Registry, Confidential Registry and Skipper Registry however, differ to some extent from each other. Skipper Registry deals with applications for Skippers Licence and Canvassers Permit.

Confidential Registry (CR) deals with confidential documents.



The OR receives some 50 incomings per day, with some 10000 active files and 65 outgoing daily.

This section describes the proposed e-Registry and Document Management System processes in line with the implementation of a TA IIS. It will cover the following:

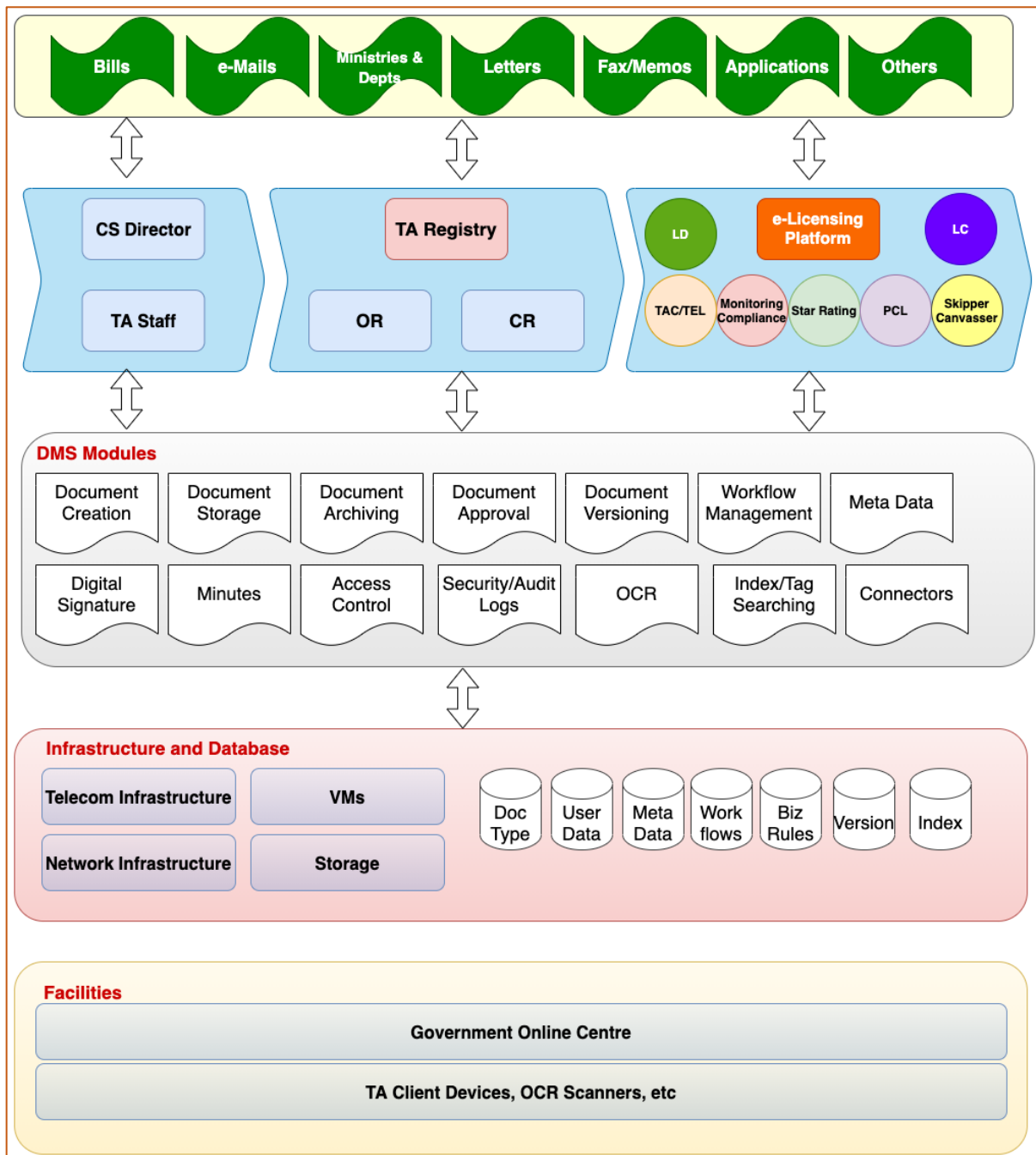
1. Introduction to the eDMS
2. Process transformations
3. eDMS Technical Features and Integration Touchpoints
4. Implication for users
5. Best Practices for implementing eDMS

The TA intends to implement an eDMS & e-Registry system that will manage a range of digital information, including word-processed documents, spreadsheets, emails, images and scanned documents. All documents will be circulated electronically across the various process flows. It is proposed that the platform will be hosted at the Government Online Centre and accessed via a direct point-to-point link between the TA and GOC.

While the current processes have been built around physical documents in a physical file, it is important to highlight that the new processes will be built around a digital platform meaning that:

- Documents can be accessed and shared by several persons at a time.
- Documents move electronically at the click of a button reducing considerably the movement time.
- Actions/decisions/comments/minutes are taken online and can be seen by numerous users at a time.
- Documents flows are automatically tracked in the system and there is no need for a physical file ladder for tracking of movement flows.

The diagram below shows the conceptual model being proposed for the TA:



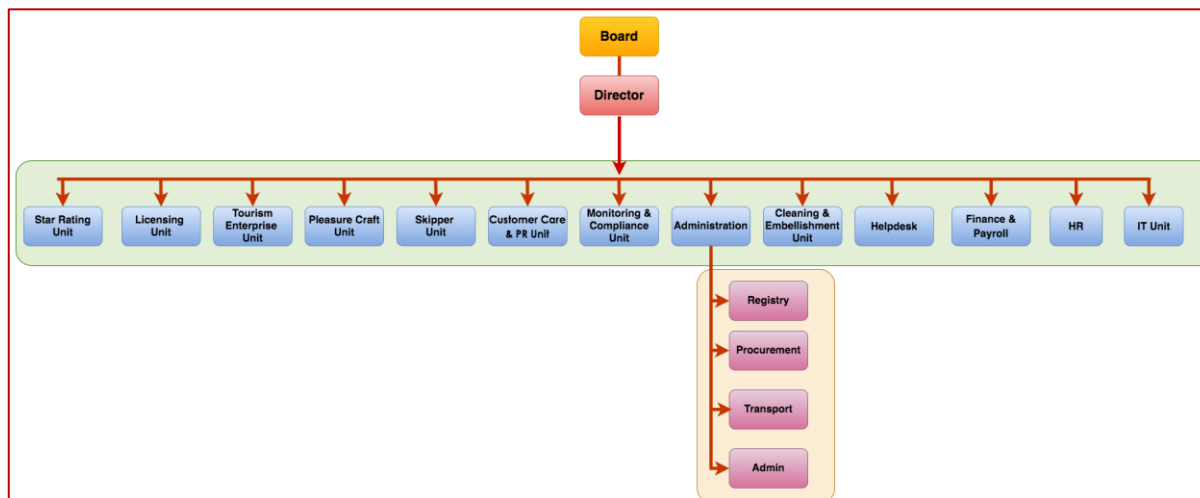
**Table 5: e-Registry and eDMS conceptual Model**

The highlights for the required solution are:

- Applications/Documents (Requests, e-mails, letters, Fax, Memos, complaints, clearance documents, etc) are received at the TA through various channels:
  - The CS of the Director
  - TA Registry
    - Open Registry
    - Confidential Registry
    - Administrative Registry
- In case physical documents are received, same is scanned via the eDMS inbuilt functionality and then input in the system
- The Document then follows a process life cycle (work flow) as per the requirements of the TA
- Additionally, as the TA will continue to use letters/correspondences in addition to electronic channels for sometimes, the letters/correspondences need be kept on DMS and referenced under the various applications/renewals/variation dossiers for the units mentioned below and each department:
  - TAC/TEL
  - PCL
  - SD
  - Star Rating
  - Monitoring and Compliance
  - LD
  - LC
  - Others (general files including letters/projects/request from stakeholders)

## 9.2 TA Organigram and Process Transformation

The sections hereunder detail how the basic and “most used” functions of the TA registries will be transformed using the new e-Registry/e-DMS solutions while emphasizing on improvement opportunities. The TA Organigram is as per the Figure 2.



**Table 6: TA Organigram**

## 9.3 Incoming Correspondence

Incoming Correspondence - Improvements		
SN	As-Is Process Description	Improvement Opportunities
1	Registry Officer (or CS of Director) receives correspondence by letter/post/fax etc.	
2	Registry Officer add stamp to record date received.	Robotic Process Automation, in built in the e-DMS, can be leveraged for automatic capture of data from the scanned correspondence on the DMS.
3	Other Details recorded: Date Received, Date of Correspondence, Sender, Subject and Reference.	
4	The correspondence is sent to Director/HOD/Schedule Officer/etc for review and comments.	Circulation of correspondence can be done automatically via the DMS workflows.
5	The correspondence may further be routed to another concerned officer for action/views.	Review and approval process can be done digitally on the DMS using Digital Signature.
6	The File may be sent to the Director for Approval	
7	The File is then sent back to registry	

**Table 7: Incoming Correspondence - Improvements**

- SN To be Proposed Process Description - Incoming
- 1 Registry Officer (or CS of Director) receives correspondence by letter/post/fax etc.  
The latter scans and uploads the Document on the eDMS.
- 2 The RPA Tool of the eDMS is triggered and autogenerates the following details of the correspondence on the DMS:
- Date Letter Received
  - Letter Date and Reference Number
  - From Whom (Sender)
  - Subject
  - File Reference Number
  - Type of Document
  - Naming/references of attached enclosures(if any)
- 3 The Registry may choose a specific work flow type or assign it to a generic work flow which directs the file to the Director and the latter decides on the way forward.

Registry Default Workflow:

Registry → Director → Registry

Work Flow Types the Registry can choose:

NB: In between the process, the flow can go to another specific department e.g. Finance (e.g. concerning a payment for legal adviser)

Registry → Director → Finance → Registry (closed)

Registry → Director → HOD → TEO → HOD → .... More options to be available (TBC during SRS stage) Registry (closed)

HOD/TEO = TAC/TEL/PCL/SD/Star Rating/Monitoring & Compliance...

Registry → Director → Admin (HR, Transport, etc.) → Registry (closed)

Registry → Director → Procurement → Registry (closed)

Registry → Director → IT Department → Registry (closed)

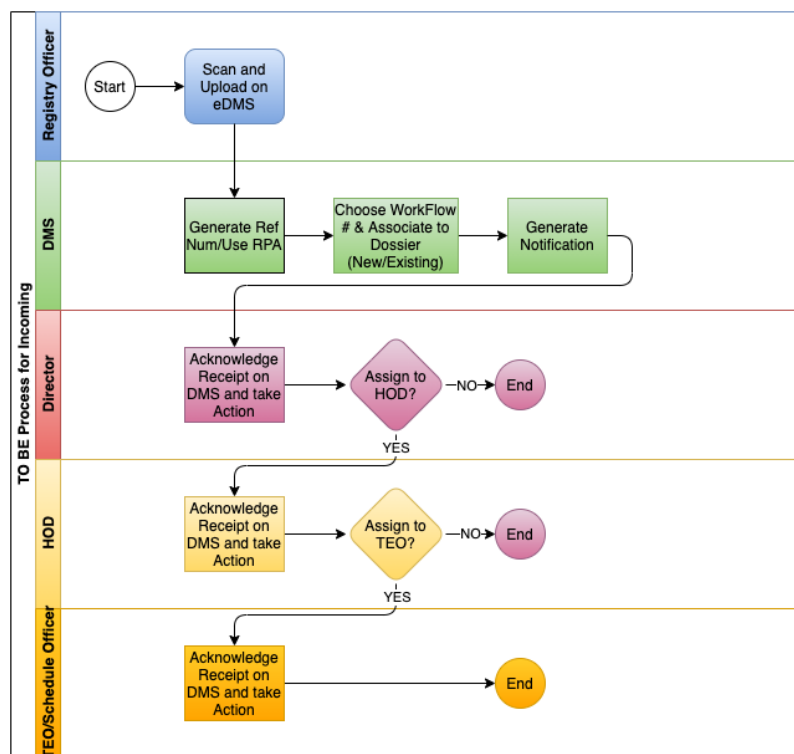
Registry → Director → Cleaning & Embellishment Unit → Registry (closed)

- 4 The Director acknowledges the correspondence, may include his views/remarks/action required and may close the workflow or assign it to

the concerned HOD/Depts. Multiple Assignment is also possible. Correspondence to be filed in respective dossier prior to sending to HOD.

- 5 The HOD acknowledges the correspondence, may include his views/remarks/action taken/action required and may close the work flow or assign it to a TEO/concerned officer.
- 6 The TEO/ concerned officer acknowledges the correspondence, may include his views/remarks/action taken and closes the work flow. It depends on case to case basis the dossier may have to be submitted to respective HOD/ HOD of other dept or Director for prior to closing the workflow.

**Table 8: To be Proposed Process Description - Incoming**



**Table 9: To be Process Transformation for Incoming**

## 9.4 Outgoing Correspondence

Outgoing Correspondence - Improvements		
SN	As-Is Process Description	Improvement Opportunities

1	The schedule officer prepares the correspondence.	
2	The officer gets the correspondences vetted by the HOD.	Officers who send correspondences directly, will cc the relevant Registry(e-mail) and the correspondence will be associated to its corresponding file on the eDMS.
3	Copy of the correspondence to be issued goes in the related File.	These tasks can be automated by uploading the correspondence on the DMS
4	The schedule officer sends the correspondence to the Registry.	
5	The details of the issuance are recorded: <ul style="list-style-type: none"> <li>• Date dispatched</li> <li>• Subject of letter</li> <li>• Ref of letter</li> <li>• Addressee &amp; Postal address</li> <li>• Despatch mode (Hand/post/etc)</li> </ul>	Once the correspondence is uploaded on the DMS, it may be sent directly by e-mail.  Where physical correspondences are involved, printing and despatch will be required.

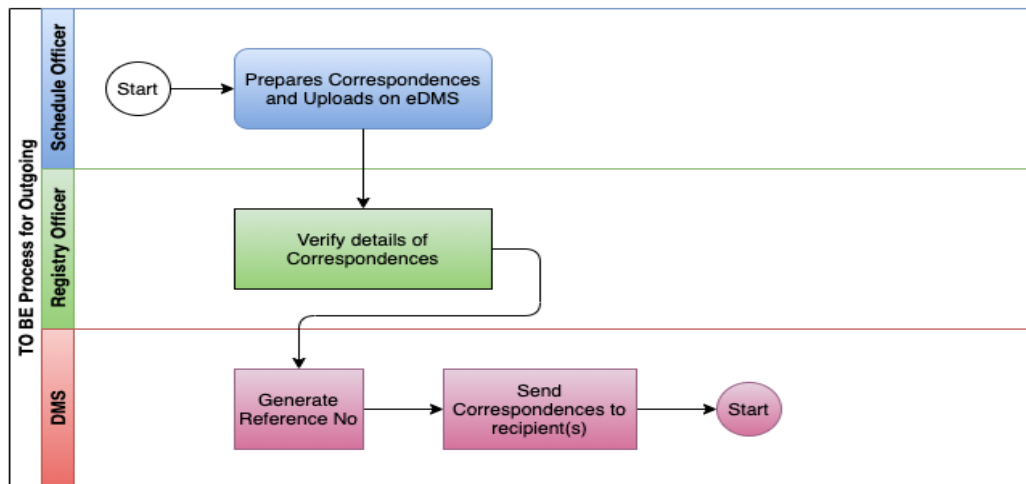
**Table 10: Outgoing Correspondence - Improvements**

- SN To be Proposed Process Description - Outgoing
- 1 The schedule officer prepares and uploads the correspondence on DMS.
  - 2 The RPA tool is triggered and autogenerates the details of the correspondence:
    - Date of correspondence
    - Date correspondence uploaded
    - Subject
    - Ref of letter
    - Addressee (incl. e-mail/postal address)
    - Naming/references of attached enclosures(if any)
  - 3 The registry is notified through DMS workflow to review the details of the correspondence
  - 4 The DMS generates a unique Ref Number for the registered correspondence



- 5 The DMS then notifies the recipients of the correspondence through notification and e-mail

**Table 11: To be Proposed Process Description - Outgoing**



**Figure 5: To be process for Outgoing**

The eDMS will:

1. Support “Work-From-Home” as TA officers will be able to access electronic files for processing in a controlled manner.
2. Help to gain internal process efficiencies through e-mail notification, escalation and delegation possibilities while avoiding bottlenecks in the Registry processes.
3. Work towards a paperless Tourism Authority.
4. Allow use of Digital Signature to approve document electronically.
5. Track incomplete workflows (whereby no action taken) (track same by user also). This role should be available to Head of Registry/Administration/HODs/Director.

The above-mentioned process transformation of incoming/outgoing/management through workflows should allow the following:

- **Considerable reduction in movement of files**

Files no more need to be returned to the Registry after each action has been taken. Since the file is digital and tracking is integrated, at any point in time the file owner will be able to know who is using the file, since when and if authorized, what actions/decisions/comments/minutes have been taken on the file.

This reduces considerably the time for circulation of files as there will be no need to dispatch a file since this is done automatically when an action officer/user has processed a file.

There is no need for auditing of files also as all the movements are tracked on the system. Flow below shows the transformation from current to future processes as far as the movement of file is concerned.

- **Simultaneous usage of files**

It is possible for several users to view a file simultaneously hence improving the processing time and reducing the number of temporary files (created in case a file has to be copied for sharing). Also, this allows for the users to see actions/comments from others and can hence take the appropriate decision on the spot, thus improving the processing time.

- **Digital actions**

All actions and processing are done in a digital manner. Access to documents in the file or in other referred files can be viewed on the system as well as previous actions taken by other users – the minutes of the file are hence updated automatically. Similarly, to the physical system, documents can be added to a file, comments or instructions can be included, Bring Up can be requested or file can be requested to be Put Away. These will be done on the system anytime anywhere thereby improving the processing time. Files to be processed appear and on a click he/she can access the files and take action (comment, create minutes, forward, Bring Up, Put Away etc).

- **Digital search for document or file**

Files can be searched anytime, anywhere by an authorized user. There is a search option that will help users access documents and files easily. The search can be done through file reference, key words attached to the file, subjects/titles, Trade Name, Date, file owner/creator among others.

This will greatly help the user to search for the document directly instead of requesting Registry to search some files and bring them physically for processing.

- **Autonomous and manual process flows**

Since files will no more be transiting through the Registry, they will be circulating from users to users either through an autonomous process flow or through a manual process flow. An autonomous process flow is a flow that describes the movement of files upfront, i.e. the list and order of users is predetermined (e.g. Registry → Director → Finance → Registry (closed)) . The autonomous flow can match the current internal work processes. They are typically used for

processes that are well defined and repetitive, for example request for leaves, purchase of duty free cars among others.

- **Processing of Emails in the system**

The eDMS provides for the seamless uploading and processing of both incoming and outgoing email communication. The system allows for various ways in which emails can be imported into the system.

- **Process to submit minutes for approval**

The eDMS system caters for each file to have an official record of minutes inputted by each user who has access to the file as it moves through the workflow. Users can also enter comments on the file in addition to the minutes. The minute format on the eDMS system has been kept very close to the physical minutes. When users submit their respective minutes on a file a time and date stamp is automatically recorded to track when exactly the minutes were made.

- **Process for sending out Correspondence**

The system supports the sending out of correspondence through physical mediums such as letters or fax. In such a scenario where a physical letter needs to be printed or sent the user can create the letter document, print and sign it and then have it uploaded to the eDMS. The document can then be shared via the eDMS with the registry with the relevant instructions to send via post/courier to a particular recipient. The user who is sharing the file can click on a button in the eDMS indicating that the file is to be dispatched outside the TA via Post/Courier etc. The system automatically records the date the document was shared with the Registry. The Registry can then have the document physically picked up from the user on the same day and then dispatched via post/courier etc. The registry then has the ability to enter the dispatch details into the eDMS such as the date of actual dispatch from the office, the method of dispatch used and any other remarks which maybe pertinent to the sending of the correspondence.

- **Process for receiving Correspondence by post /courier**

In case there is any correspondence received by post/courier or fax by the registry. In that case the same can be scanned and uploaded into the DMS and shared with the relevant user. The registry is provided an additional field upon the receipt of such documents where it can upload the details of the date and time the document was received. The date and time of sharing with the user is automatically time-stamped by the system.

## 9.5 eDMS Technical Features and Integration Touchpoints

The table below details the major functionalities of the proposed eDMS:

S.No.	Module Name	Module Functionality
1	Document creation	Used to scan, upload and index documents on the DMS.
2	Document storage and archiving	Used to provide for searches based on file name, indexes or specific terms.
3	Document approval and digital signature	Used for approval processes as the document is passed on throughout the system.
4	Document versioning	Used to maintain multiple versions of a single file without creating new files. Enables the user to track and revert to previous versions if required.
5	Workflow management	Used for business activity monitoring capabilities such as reports, graphical view of progress of processes, bottlenecks monitoring, turnaround time to complete tasks/ processes and progress monitoring through workflow dashboard.
6	Cross-Referencing	Allow association of files.
7	Dashboard	Used to broadcast updates on the most recent news or general information required within the TA.
8	Metadata	Used to organize documents efficiently by allocating unique tags to them such as titles, dates, authors, descriptions etc.
9	Registry	Used to manage incoming and outgoing correspondences.
10	Reporting and audit	Used to maintain audit trails and transaction logging. The module also makes standard audit related reports available.
11	Security	Used to protect documents from unauthorized access, modification and deletion. The module record user identity, date and time stamp of all transaction with details of creation, read, update, delete or print.

**Table 12: eDMS Technical Features**

The DMS will be integrated with different systems. The table below describes the integration touchpoints with the system and the purpose of that integration:

S.No.	Integration Touchpoints	Integration Purpose
1	MS Office (Outlook, PowerPoint, Excel, Word)	Modifying, sharing and upload documents on the system.
2	TA Email Services	Integration with email with direct drag and drop functionalities
3	Digital signatures	Authenticating user access and approvals on the system.
4	Third Party Applications (Future)	Open architecture to support integration with other future applications of the TA and allowing similar vertical integration.

**Table 13: DMS Integration Touchpoints**

## 9.6 Training related to eDMS/e-Registry with RPA functions

The IT staff of the TA should compulsorily be provided with the adequate training in the following areas:

- Management of eDMS/e-Registry
- Understand workflows
- Adapt existing workflows
- Create new workflows
- Use of RPA functions

## 10 SYSTEM INFRASTRUCTURE

The complete Solution would be hosted on the existing secured G-Cloud server and hardware infrastructure available at the Government Online Centre (GOC) and as such server infrastructure should not be quoted for.

The TA Back-end users would access the System either through a Point-to-Point Network (between GOC and TA Head Office) or the Internet via VPN.

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

<b>SERVER LOCATION</b>	<b>SUPPORTED OPERATING SYSTEMS</b>
GOC Server Room	Intel-based Platform: <ul style="list-style-type: none"> <li>➤ Windows Server</li> <li>➤ Linux Operating Systems</li> <li>➤ Other Intel Operating Systems can be made available under special request</li> </ul> Solaris and SPARC-based OS are not supported on G-Cloud

Bidders may propose active-passive configurations. The Successful Bidder will be responsible for management/update of the VMs. In case Bidders are proposing Windows Server, they should not quote for windows server licenses, however, the bidder will be responsible for all OS-level configuration/update/apply fixes/compatibility with application components/etc. The bidder should also provide appropriate OS level support via Microsoft, where appropriate and when required.

The Successful Bidder will have to work in close collaboration with GOC team to ensure that the application/services/database remain highly available.

The following summarizes the requirements for the overall architecture:

1. A multi-tier centralised environment is recommended
2. Active-Passive configurations may be proposed for the resources on the Virtual Machines.
3. Bidders may leverage on Hardware Load Balancers that are already available at the GOC.

The proposed system should abide with the GOC security policy and GOC hardening guidelines and any other systems security policies with which it will be interfacing.

A point-to-point network will be used to link the TA HQ to the GOC to access the application. The proposed connection will be: Managed Service Pt -to-Pt EVLL 6Mbps.

The bidder will have to assist the TA HQ users to access:

- the application hosted at the GOC
- Internet via the TA the TA LAN/Internet Router

## 10.1 Proposed Specifications of Virtual Machines

The proposed configuration is as per Table 86.

Based on the solution provided, bidders may adjust/reshuffle the resources of the VMs, but same should be detailed in the proposal. The proposed configuration should run the TA workloads without any latency.

	App			Web			DBMS		
	Cores (vCores)	RAM (GB)	Storage (GB)	Cores (vcores)	RAM (GB)	Storage (GB)	Cores (vcores)	RAM (GB)	Storage (GB)
<b>DMS</b>	2	8	200	2	8	200	3	16	1024
<b>ERP(Finance, Acc, Procurement, Asset)</b>	4	16	200	6	16	200	6	24	2024
<b>HR/Payroll and ETR</b>	4	16	200	4	8	200	6	16	1024
<b>Others</b>	4	8	200	4	8	200	4	8	500
<b>Sub Total</b>	26	64	1200	28	64	1200	31	88	6096

**Table 14: VM Specs**



## Backup

Bidders need to ensure that the proposed RDBMS is compatible with the existing Symantec NetBackup software at the GOC for database backup and recovery in case proposal is for hosting the system at GOC. Bidder should propose dedicated backup agent to cater for consistent hot backup of the RDBMS. All installation of the NBU agents will be performed by the successful bidder.

Every 6 months, the Successful Bidder will have to:

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

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

The Successful Bidder will have to provide detailed information on the backup process for the system and come up with a structured back-up policy document.

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

Bidders should quote, supply and install appropriate client licenses and agents to backup all production environments as proposed in the solution.

### 10.1.1 Monitoring Tool

The bidder is also required to install a monitoring tool that will allow the TA IT team to monitor the following:

- VM resources
- Network Traffic
- Application
- DBMS
- Services

### 10.1.2 VPN and Work-From-Home

In case of urgency, TA staff should be able to work from home and access the system remotely. VPN supplied by the GOC will be used to achieve same.

## 11 PARALLEL SYSTEM

Scanned copy of the applications/incomings received can also be attached to the dossier as the case is opened on the system.

## 12 MIGRATION

### 12.1 Data Migration

Data from the existing Dodopedia, Navision and existing files/documents including Excel spreadsheets from the Registry will need to be migrated to the new TA integrated system.

The Bidder is required to outline (in its proposal) the resources it will deploy to achieving the above exercise and the data migration plan.

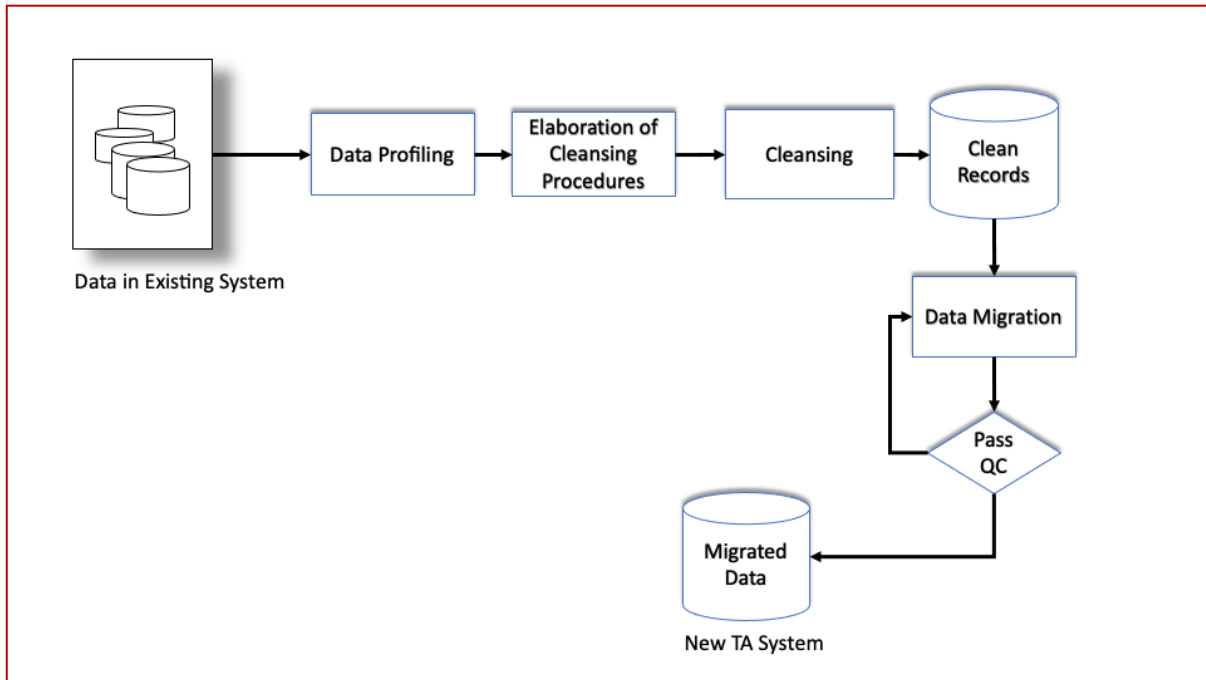
### 12.2 Data Cleansing

As part of the Data Migration exercise, existing data will have to be cleansed. The Data Cleansing activity **should** start after the SRS has been signed off (Month 3)

### 12.3 Data Migration Approach

The following approach is proposed consisting of:

1. Data Profiling
2. Data Cleansing
3. Migration



**Figure 6: Data Migration Approach**

The approach proposed by the bidders is expected to provide details on the data cleansing activities to be carried out pre-migration and during the migration phase as well. The successful bidder will be expected to provide full support to the TA during the data cleansing and data migration phases, including the identification and resolution of data quality issues.

- **Data Profiling**

Data profiling will analyse existing records to identify errors, missing information, and any anomalies that may affect the quality of information.

Automated data profiling tool may be used to perform the data profiling using machine-learning technologies and [fuzzy matching](#) algorithms.

By profiling data, the underlining problems with the existing data will be presented in a profiling report.

- **Data Cleansing Standard Operating Procedure**

Data cleansing is the second step after profiling. Once the flaws in the existing data are identified, the necessary steps to clean the data should be documented in Standard Operating Procedures.

The actual cleansing of the data will be carried out as per the documented procedure. Cleansing tools will be used wherever possible to automated the cleansing process.

- **Data Migration**

The cleansed data will then be migrated to the new system. This process will be fully automated.

- **Quality checks on Migrated Data**

The users will be able to do quality checks on the migrated data. It is proposed to perform 100% checks with the original data records.

- **Quality Control by the Bidder**

The solution provider will have to ensure quality control in the migration exercise.

The acceptable accuracy rate of the quality control by the solution provider will be 100%. Tourism Authority will carry out an independent quality control of the migrated data.

- **Quality Control by Tourism Authority users**

Officers of Tourism Authority will perform quality checks at regular intervals.

Officers of TA would check a sample of up to a maximum of 100% of the migrated as part of the Quality Control from the TA side.

All errors identified by the TA officers would have to be corrected by the solution provider.

TA officers will verify batches of migrated data on a regular basis. In case the accuracy of the migrated records for a particular batch is below 100%, the whole batch will be returned to the solution provider where the migration exercise will have to be repeated. Facilities will be available to TA users to carry out quality control on the migrated data.

## 13 GENERAL SYSTEM REQUIREMENTS

This section presents the general attributes of the system. A common set of functional requirements is provided as guidance for the overall system characteristics and operational requirements.

### 13.1 Web-Based

The proposed System should be web-based, accessible using a standard web browser and should not require any client-side software installations.

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

The portal should be implemented using responsive web design and should be mobile friendly so that it is accessible via mobile (smartphone and tablet) browsers, including those on IOS and Android based devices.

### **13.2 Documentation And Licenses**

The Successful Bidder should provide separate user manuals and/or guides covering all the components and functionalities of the proposed System that address the needs of end users and administrators.

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

Bidders must provide adequate number of licenses for the software proposed (as appropriate) and must explain clearly its licensing policy.

Bidders should include any cost associated with the licensing policy in the Price Schedule Form.

### **13.3 Interoperation Principles**

This section defines the user functional perspective of interoperation within the proposed System. There are a number of major interoperation principles and attributes required from the user perspective to enable both efficiency and productivity. These principles are as follows:

- No duplication of input.
- Seamless transition between the different application modules.
- Common single approach to the authorization of user access throughout the proposed System.
- Multi user.
- Configuration of hardware and software parameters should not be hard coded for more flexibility and less interventions from the developer thus minimizing downtime.
- Back up facilities.
- Purging facilities.
- Possibility to archive transactions.
- To allow for interoperability with other systems in the future, the design of the proposed system should be compliant with Service Oriented Architecture (SOA) and should support standards-based technologies to realise SOA such as XML, Web Services, among others.

### **13.4 User Interface**

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

- Common (generic), consistent, customisable and easy to use “Windows” or GUI based user interface (mouse and icon or “point and click” driven interface).

- User friendly data entry capabilities enabling a minimum of keystrokes for data capture and use of alternate data entry technologies (including barcode readers, optical scanning devices).
- Definition of validated fields to enable appropriate range checking on data entered.
- Common or consistent approaches to task selection.
- Easy consistent access to context sensitive help.
- Common User Interface for all applications (consistency of keystroke mapping, screen layouts etc.).
- Reports printable on screen, printer, and file.
- Lists and look-ups to ease data entry.
- Basic search, sort and filter facilities to the user when information is presented in the form of a table.
- Editable master lists or codes.

### 13.5 Key System Design Considerations

The proposed system should be designed based on a multi-tier architecture to provide a modular, scalable, robust, highly available and reliable framework that supports at least the following features:

- Must be multi-user concurrently accessible
- Must provide help facility through use of function keys
- Automatic session time out
- Ability to discard all data when the transaction is incomplete (Should not save)
- To carry forward data from a previous screen
- An audit trail for all transactions must be generated
- Procedures for data exchange with interfacing systems
- Optimal response time
- Efficient error handling mechanism

Moreover, Bidders are strongly recommended to consider the following key design principles in their proposed solution:

SN	Design Consideration	Description
1	Service Oriented Architecture	The system should conform to a Service Oriented Architecture (SOA) for both development and integration with other external applications based on XML and Web Services Technologies.

2	Interoperability	The proposed system should easily interface with other systems in a manner that allows it to operate within one environment. Whenever possible, open standards should be adopted while establishing technical specifications. Standards that are vendor and product neutral should be considered in favour of their proprietary alternatives.
3	Seamless Integration	The application should be architected to ensure that current and future new systems from within and outside the TA can be seamlessly integrated into the existing application architecture with minimal impact and changes. The proposed solution has to integrate with systems across various peripherals consisting of heterogeneous platforms and databases.
4	Scalability	The proposed system should be proven to be highly scalable and capable of delivering high-performance as when the transaction volume increase. Scalability of the system should be achieved at least in terms of: - <ul style="list-style-type: none"> <li>▪ Number of concurrent users</li> <li>▪ Addition of new services / modules</li> <li>▪ Addition of new features in the existing e-Services</li> </ul>
5	Accessibility and Usability	The application should be easy to use and underlying technology enabled processes are transparent to end-users. This implies 'Help and Support' facilities should be integrated and usability testing should involve end users.
6	Agility and Flexibility	The system should be easily adjustable to new frames of reference as well as upgrades at a predictable cost. The solution must be designed so that modifications or amendments can easily support future updates made necessary by legislative changes, process optimisation, or new services required by the TA.
7	Fault and Error Tolerance	The application should be capable of handling unforeseen and invalid system states. Unpredictable system behaviour negatively affects adoption of online services and has the potential for data loss or corruption. Clear, well-communicated design and coding standards, as well as robust integration and testing regime should be required for each implementation.
8	Data Confidentiality	The Bidder must design the solution so as to: - <ul style="list-style-type: none"> <li>▪ Maintain the confidentiality;</li> </ul>



		<ul style="list-style-type: none"> <li>▪ Must deploy all necessary security mechanisms to have role based authorisation and access control over the user's records;</li> <li>▪ Deny access to any user that is not specifically authorised by the TA to have such an access;</li> <li>▪ Take all possible steps to prevent unauthorised access to such data and information;</li> <li>▪ Maintain the safety and security of users' records and information at all times;</li> <li>▪ Comply with all the legal requirements to protect the data privacy and confidentiality of the information, required by the general laws in this regard or the specific terms of agreement relating to this.</li> </ul>
9	Data Integrity	<p>The Bidder must ensure the integrity of the application. It is expected that the Bidder shall: -</p> <ul style="list-style-type: none"> <li>▪ Ensure that the system retains the data integrity across all the modules;</li> <li>▪ Ensure that data is of high quality, correct, consistent and accessible throughout the lifecycle of the project;</li> <li>▪ Ensure appropriate data backup and recovery measures;</li> <li>▪ Perform data integrity checks time to time and report results.</li> </ul>

**Table 15: Key System Design Considerations**

### 13.6 Printing Guidelines

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

- Online version of reports should be designed such that same can be printed without the need to be reformatted.
- Reports should be designed such that they fit on A4 size pages when printed.
- Contents displayed on report print-outs should not be truncated.
- The application window frame should not be visible in the print-out in case of screen print-out.
- Header of print-outs should contain the title of the report as well as date and time of printing among others.
- Footer should contain page numbering.

- The selection criteria or filters (if exists) should be mentioned after the title in case of report printing.

### 13.7 List Guidelines

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

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

### 13.8 System Performance or Reliability

System performance is a key consideration. On a reasonably fast bandwidth, all applications must ensure fast (sub-second) response to user-initiated transactions. The following should also be catered for, wherever applicable:

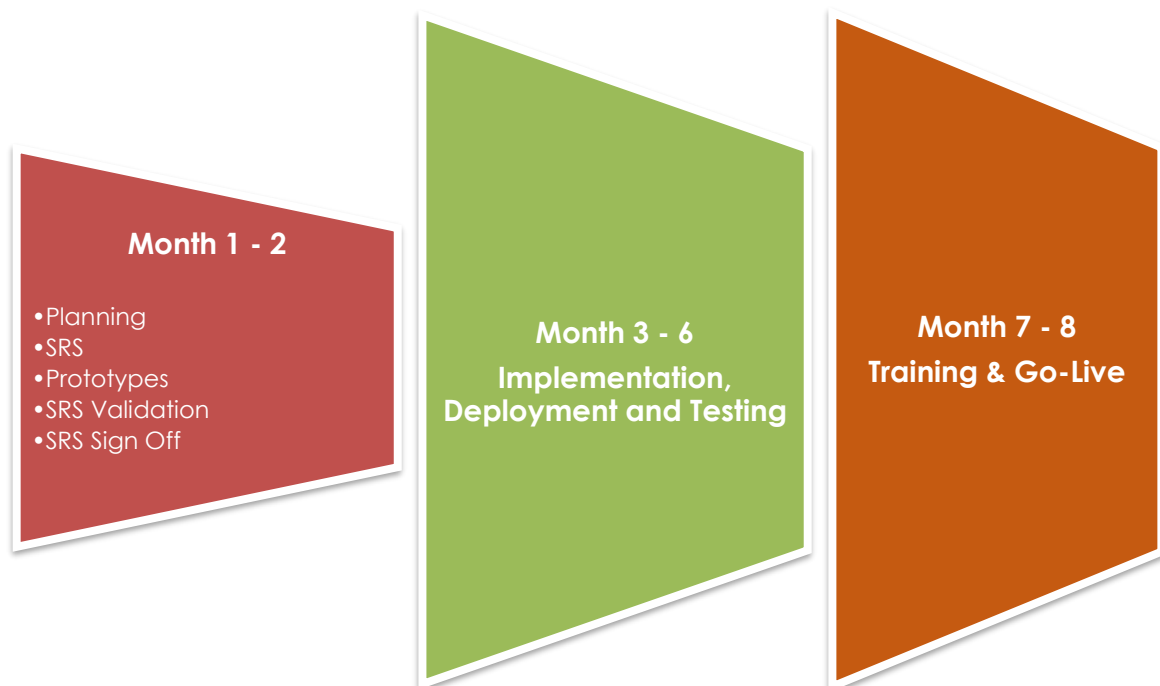
- Proposed System should support concurrent use and be scalable with increasing workload.
- Functional components must be highly reliable with appropriate fault tolerance, data integrity, automated recovery and error-handling capabilities to minimise any unscheduled system downtime.
- Systems maintenance functions must be highly automated and enable any required periodic scheduled downtime for system maintenance to be minimal and able to be scheduled at user-defined times.
- Web pages should be loaded within 2 seconds.
- All search functionalities need to show result within seconds and not exceeding 5 seconds.
- Any Submit need to complete in less that 5 seconds.
- All navigation from one screen to another should be seamless – sub-second response is required.

## 14 PROJECT PLANNING AND EXECUTION

### 14.1 Workplan/Preliminary Project Plan

Bidders will also submit detailed work plan describing, among other things:

- the methods to carry out overall management and coordination responsibilities if awarded the contract
- the human and other resources the Bidders proposes to use
- detailed implementation schedule in Gantt chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the contract showing the number of cards produced and issued
- The project would be implemented in three phases spanning over a period of 8 Months which are as follows:



A proposed time schedule is given below:

Activity	Expected Completion / Months							
	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8
Kick Off	X							
Planning, Preparation of SRS, Consultations, Validation of SRS, Preparation of SDD, validation of SDD and prototypes	X	X						
Sign off of SRS		X						
Data Cleansing, Data Migration Plan		X	X					
Implementation, Deployment on GOC and Testing			X	X	X	X		
Training							X	
Go-Live								X

Bidders can propose alternative time frames with justifications, however, the project needs to be implemented, tested and completed within the period of 8 months.

## 14.2 Steering Committee

A Steering Committee will be set up to guide and oversee the project. This Committee will include, inter alia, representatives from:

- Senior Management of the Tourism Authority;
- Central Informatics Bureau (CIB);
- Champions from the various TA Departments;
- Successful Bidder; and
- Other relevant third-party suppliers (during integration phase) as and when required.

The responsibility of the Steering Committee will include reviewing the deliverables submitted by the successful Bidder and make recommendations and suggestions. All deliverables will be submitted to the Steering Committee for endorsement.

## 14.3 Implementation Methodology

Bidders are required to explain the Implementation Methodology to be employed. This includes an outline of all the standards pertaining to design, development/customisation, testing and implementation.

## 14.4 Implementation Team

The Bidders should describe using appropriate diagrams the role and responsibilities of the different teams who will be working on the project. This document should specify the role allocation for each team and include the role allocation of each key team member in the project.

Furthermore, the role and responsibilities of each partners/organisations in the association during the implementation should be clearly spelt out. Detailed profile of team members should be included in the proposal (see evaluation marking scheme).

## 14.5 Requirements Analysis

Working sessions will also be carried out with the users following award of the contract to clearly define the development/customisation that will have to be carried out. Following this activity, bidders will be expected to submit a comprehensive Software Requirements Specifications (SRS)/ User Requirements Document (URD) or other Design Description document which will be validated by the users through repetitive user validation sessions.

## 14.6 Demonstration after award for Stakeholders

Before commencement of work as per the proposed solution, the bidders will be required to hold a demonstration of their proposed solution at their own costs and own resources for the stakeholders. The demonstration will be part of the Requirements Analysis Phase when the working sessions will be carried out with the users to clearly define any development/customisation that might have to be carried out.

The implementation team (as mentioned in the proposal) of the bidders should conduct the demonstration.

## 14.7 Project Management Plan

Bidders will also be required to submit a Project Management Plan (as per PMP-PMI/Prince2 Guidelines) describing, among other things, the methods to carry out overall management and co-ordination responsibilities if awarded the contract, and the human and other resources the bidders propose to use. The plan must include a detailed implementation schedule in a Gantt chart, showing the Work Break Downs, tasks, activities, estimated duration, sequence, interrelationship of all key activities and resource assigned needed to complete the contract. Risk Management should also be included in the Project Management Plan.

The Gantt Chart should also show the critical path including floats/slacks.

Mention must be made of the number of person days employed for completion of contract.

## 14.8 Project Reporting

The selected Bidder shall conduct regular review meeting with the client or any other team / committee identified by the Client for this purpose. The following reports shall also be submitted in a timely manner:

- Weekly Status Reports
- Monthly Progress Reports, summarizing:
  - Results accomplished during the period
  - Any risks on the project delivery
  - Any Deviations on the scheduled milestones as specified in RFP
  - Corrective actions to be taken to return to planned schedule of progress
  - Proposed revisions to planned schedule
- Other issues and outstanding problems, and actions proposed to be taken
- Feedback report from participant of training program

## 14.9 Summary of Documentation Required

The following lists the documentations that the Successful Bidder will need to provide. Note that the list is a non-exhaustive one.

Stage	Documentation Requirements
Project Kick off	<ul style="list-style-type: none"> <li>• Soft Copy of successful bidder's Proposal</li> <li>• Project Charter and Detailed Project Plan (PMP)</li> <li>• Plan for services related to Risk Assessment and Assurance Level check</li> <li>• Kick-off Presentation to the Steering Committee</li> </ul>
Functional & Requirements Analysis	<ul style="list-style-type: none"> <li>• Software Requirements and Specifications (SRS) Document and validated To-Be Process flows</li> <li>• Prototype Presentation of the Modules</li> </ul>
Risk Assessment and Assurance Level and Integration with existing services	<ul style="list-style-type: none"> <li>• Detailed Work Plan for covering person-days effort with breakdown of effort for each Migration/Integration</li> <li>• Quality Control Process</li> </ul>
Design	<ul style="list-style-type: none"> <li>• An architectural design document and</li> <li>• A Software design document, in order to provide support for technical staff, who aim to customize and/or further extend the capabilities of the TA IIS. In particular, listing all software tools (e.g., name, version, and additional reference information) and their dependencies that make up the TA IIS should be provided.</li> </ul>
Testing	<ul style="list-style-type: none"> <li>• Training related to the Testing exercise</li> <li>• Test plans with test cases</li> <li>• Test data</li> <li>• Expected results and Test Results</li> <li>• IT Risk Assessment document for the system proposed</li> </ul>
Training	<ul style="list-style-type: none"> <li>• Comprehensive Training materials</li> </ul>



Deployment	<ul style="list-style-type: none"><li>• Technical Guideline document</li><li>• Full Documentation on API and web services</li><li>• Separate user manuals and/or guides that address the needs of data integration, and portal administrators;</li><li>• For any source code produced, proper documentation (according to an established standard) should be provided to ease maintainability of the code.</li><li>• IT Security Policy for the system proposed</li></ul>
Project Management	<ul style="list-style-type: none"><li>• Project Status Reports</li><li>• Weekly Progress Reports</li><li>• Risks and Mitigation Plans</li></ul>

## 15 POST IMPLEMENTATION SUPPORT

### 15.1 Local Support

The bidder should provide details of its maintenance and support strategy and the working arrangements with local partners, where applicable, to support the solution.

The contract also makes provision for 150 Hours of **Onsite Post Go-Live handholding**:

“Post Go – Live” Month 1: 100 Hours

“Post Go – Live” Month 2: 50 Hours

The necessary working space with internet connectivity will be provided to the Bidder. The onsite support should be provided by the staff involved in the development/customization of the project.

### 15.2 Warranty

The bidder shall quote for warranty that covers all system components for a period of one year after successful commissioning of the whole system.

The terms of conditions applicable during the warranty period will be the same applicable during the maintenance period.

### 15.3 Maintenance

Maintenance should be proposed for a period of four (4) years after the warranty. The maintenance proposed should cater for all hardware as well as all software proposed.

The standard maintenance agreements used in the civil service will be used and bidder is required to quote as per the terms and conditions contained in these agreements: Application Software Maintenance Agreement (ASMA with KPI) for application systems version August 2018 (downloadable at <http://cib.govmu.org>).

## 15.4 Rate for Application Modifications, Enhancements And/Or Development

Bidders should abide by the conditions stipulated in Section 4.0 - *Upgrades, Updates, Modifications and Enhancements (Normal software maintenance)* of Schedule III of the “Application Software Maintenance Agreement (ASMA with KPI) for application systems version August 2018” (downloadable at <http://cib.govmu.org>).

Bidders will also have to fill the “Rate for Application Modifications, Enhancements and/or Development” table in the Price Schedule Form.

This cost will be used as a basis for entrusting any additional work regarding Modifications, Enhancements and/or Development to applications software and will be **fixed** for the first 5 years.

## 15.5 Support Service

The call back time for any problem that has been reported should not be more than two (2) hours. Bidders should note that the maximum down time should not exceed the prescribed number of hours as per paragraph 3 of the “Application Software Maintenance Agreement (ASMA with KPI) for application systems version August 2018” (downloadable at <http://cib.govmu.org>) as from the time the fault has been reported.

In case of any contingency, the successful bidder will be responsible for transferring the application software to the replacement equipment/virtual Machine of the client. The successful bidder will have to provide full co-operation to suppliers of other services (if any) at the site.

Bidders should note that not more than one drill may be requested per year and the successful bidder will have to demonstrate at its own cost its capacity of reacting to contingency and setting up the application software on replacement equipment/virtual machine of the client.

## 16 IT SECURITY CONSIDERATIONS

All IT security aspects of the project (such as the IT security requirements listed in the Technical Table) need to be reflected in the different deliverables required at the different stage of the project, such as the Software Requirements and Specifications document, User Acceptance Testing documents, among others.

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

### 16.1 Data Security

Provide a secure solution that will allow protection of data against unauthorised access. The solution proposed should also maintain the confidentiality, availability and integrity of data within the system.

### 16.2 IT Risk Assessment

Provide an IT Risk Assessment document for the solution proposed. An initial draft of the document should be submitted for review to the user representatives prior to the testing stage of the project.

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

1. A description of the solution and its architecture, detailing any links to existing IT Systems.
2. A structured escalation process workflow (call tree) that lists persons, roles and/or organisations to be contacted as a part of a notification/activation procedure to detect and assess damage, and to activate recovery procedures. Roles and responsibilities of all the various stakeholders involved in the call tree should be clearly defined.
3. Listing of all critical components of the solution implemented (e.g. server, application software, network equipment, telecommunications line, database etc which may cause the non-availability of the solution.
4. List the relevant threats for each of the critical components identified above and their potential impact.
5. For each of the identified threats, the following should be elaborated:

- i. The allowable outage time taking into consideration any existing agreements (e.g. Warranty and/or Maintenance Contracts)
- ii. Recovery procedures that need to be followed if the threat identified occurs and any remedial measures

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

#	Critical Components	Threats	Potential Impact	Recovery Procedures	
				Allowable Outage Time	Procedures
		Hardware Failure	Server is down and users of the system are unable to connect to the system	[y] hours as per existing agreement	<ul style="list-style-type: none"> <li>▪ Restoration exercise need to be carried out</li> <li>▪ Testing of new server</li> <li>▪ Bring application up for users to start working</li> </ul>
		Power Failure			
		Lock down			
		... [add as necessary]			
1.	...				

2.	... [ add as necessary]				
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### Operating Systems Hardening (For all servers)

- Install all the latest patches and updates for the OS.
- Install only required services and applications as per user requirements.
- Close all unnecessary network ports.
- Remove all guest and unnecessary account for login to the OS.
- Enable logs to record all logins/logout from the OS.
- User ID to be of a minimum of 7 alphanumeric characters.
- User accounts that have been inactive for more than 60 days should be disabled.
- Shared user IDs should not be issued to multiple users when it is technically feasible to provide individual IDs.
- Five successive failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset.
- Password to be of a minimum of 8 alphanumeric characters and should not contain the user name or user ID.
- Password should be able to accept special characters such as ! @ # \$ % ?
- Passwords should be configured to expire after a maximum of 60 days and a new password created.
- Initial password provided to any user and on any password reset request, should be a one-time password (user is forced to change the password on first log in).

### Web Server Software Hardening (For all servers)

- Install all latest patches and updates for the specific version of Web server that will be used.
- Ensure that all the IT Security settings of the Web server software have been properly configured.
- Remove all guest accounts and unnecessary account on the Web server.
- Enable logs to record all access to the Web Server.
- Facility to archive Web server access logs.
- All default passwords should be changed upon installation and null passwords should not be used for any account.
- Password to be of a minimum of 8 alphanumeric characters and should not contain the user name or user ID.
- Password should be able to accept special characters such as ! @ # \$ % ?
- Disable unused services.
- Unbind or remove unnecessary protocols.
- For errors encountered, the user should be presented with an appropriate error message that does not disclose technical details like software version details.
- Webserver to be protected from unauthorised access with adequate protection mechanism. All relevant details are to be provided.



### Database Hardening (For all servers)

- Install all the latest patches for the database.
- Install only required services as per user requirements.
- Remove all unnecessary accounts for login to the database.
- All default passwords should be changed upon installation and null passwords should not be used for any account.
- Password to be of a minimum of 8 alphanumeric characters and should not contain the user name or user ID.
- Password should be able to accept special characters such as ! @ # \$ % ? as may be applicable for the specific database being used.
- Enable logs to record all logins/logout from the database.
- All access to the database should be secured and encrypted.

### Audit Trails and Logs

- An audit trail module should be available and accessible to authorised users only.
- Auditing of all user logins to the system.
- Auditing of all unsuccessful login attempts.
- Auditing of all user action/operations within the system so as to capture and preserve all information associated with the creation, update and deletion of data within the system.
- Auditing of all changes done on a user profile and access rights.
- Authorised users should be able to search audit trail information via a user friendly search facility and by filtering fields such as User ID, Transaction Date and Time, Operation Type, Activity amongst others.
- Authorised users should be able to print the resulting view.
- Audit trail data must be stored in a secured manner and must not be editable by any user
- Archiving of audit trails data and logs to be available in the system.

### Error Handling

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

### Web Application Controls

- All user inputs should be validated at the client side level with appropriate error messages

- All user inputs should be validated at server side level with appropriate error messages so as to prevent Web attacks (e.g buffer overflow)
- All user inputs should be validated and processed which includes filtering of meta characters so as to detect and block potential SQL Injection and Cross-Site Scripting (XSS) attacks
- Implementation of measures deemed applicable from the OWASP Guide to Building Secure Web Applications & Web Services.

### Access Control

- All access to the application should be based on a role based model.
- All access roles defined should be implemented via a centralized access control matrix module with ability to restrict access at the level of menu/function.
- User ID to be of a minimum of 7 characters. Upon creation of a User ID, the system must accept both alphabetical and numeric characters.
- User accounts that have been inactive for a predefined number of days should be disabled. The predefined number of days should be a parameter available only to the system administrator.
- Unnecessary user accounts (e.g. test or guest accounts) must be disabled.
- All default passwords should be changed upon installation and null passwords should not be used for any account.
- The application should not allow a user to have more than one active session.
- Upon login, the user should be presented with date and time of last login and logout, along with contact information of the system administrator.
- A predefined number of successive authentication failures should result in a user's account being locked; the user should not be able to login until the account is unlocked and the password reset.
- An account unlocking mechanism will be reviewed by the user representatives and other stakeholders prior to implementation. The predefined number of authentication failures should be a parameter available only to the system administrator.
- Password to be of a minimum of 8 alphanumeric characters and should not contain the user name or user ID.
- Password should be able to accept special characters such as ! @ # \$ % ?
- Passwords must be encrypted prior to storage and saved in an encrypted format.

- Initial password provided to any user and on any password reset request should be an auto generated one-time password.
- Passwords should be configured to expire after a predefined number of days with prior notifications to the user.
- *The predefined number of days should be a parameter available only to the system administrator.* A password resetting mechanism will be reviewed by the user representatives and other stakeholders prior to implementation.
- Availability of an interface for users to change their password (after authentication). Users should be prompted to enter the current password. The

system should not allow users to retain their current password as their new password.

- After authenticating with an initial or a one-time password the user should be automatically forced to change the password.
- User access to application will be locked after an agreed idle time and user will be required to re-authenticate to access the system.
- All user access to the system should be encrypted via TLS. *The certificate will be provided by the GOC.*
- CAPTCHA feature to be implemented for all user registration to prevent automated scripts from creating fake users.

## 17 REVIEW OF OPERATIONAL PROCEDURES

In a computerisation project, there is always need to review the existing operational procedures to ensure that the computerised system naturally fits into the day-to-day activity of the organisation and hence the computerised system is optimally used.

To this effect, the Successful Bidder will be required to work in collaboration with the TA to review operational procedures and document the new procedures and SOPs.

It will be the responsibility of the Successful Bidder to ensure that all the operational procedures are implemented in the proposed System.



## 18 TRAINING AND CAPACITY BUILDING

Bidders will have to dispense training so that there is appropriate and adequate technology transfer that would make end-users fully conversant with the proposed System.

All training should be held at a site to be determined by the client. Different types of training should be provided as outlined in the following sub sections.

### 18.1 Pre-UAT Training and UAT

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

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

The successful bidder should carry out a demonstration of the complete system to the trainees at the start of the Pre-UAT training.

The successful bidder should also provide onsite assistance during the Pre-UAT and UAT training.

### 18.2 System and Admin Training

This training should encompass system administration as well as use of the TA System and all its components.

The training will be provided to Officers designated by the TA and should cover at least the following topics:

- *Refresh of test environment with latest backup from production*
- *Maintenance and System administration of the proposed System including backup procedures and database administration, System optimization and fine-tuning*
- *User Management*
- *Taxonomy Management*
- *Backup & Restore functions on the proposed system*
- *Walkthrough of technical guideline documents*
- *Use of the Portal and TA System*

- *Updates on Portal*
- *Administration and Reporting modules*
- *Troubleshooting procedures*
- *Any other as required by specific system proposed*

### **18.3 Notes on Training**

Bidder should include in its proposal any other relevant training that will be required for the benefit of users with proper justifications. Due to possible turnover among technical support staff and among officers and due to the need to determine in due course on-going management responsibilities for the TA system, bidders should also specify how they would offer training in an on-going fashion through training manuals, guidance manuals, “how-to” guides, online training videos, help pages, electronic slide presentations and/or other similar methods. The practical aspects of how to deliver the training in order to minimise disruption to work can best be determined by the client. It is however important to ensure that:

- Full Official Training starts three weeks prior to the whole system goes live.
- The training is comprehensive.
- The training is timed with the availability of the proposed System to allow staff to put their newly acquired skills in practice.

The following information is to be provided:

- a) cost of training
- b) details of courses to be provided
- c) number of training sessions for each system/sub-system
- d) duration of each training session
- e) site where training will be conducted
- f) experience of trainers

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

## 19 MISCELLANEOUS

### 19.1 Demonstration of Proposed Solution During Bid Evaluation

- During the bid evaluation stage, the shortlisted bidder(s) will be called upon to give a demonstration of the proposed solution at their own costs at the TA. The purpose of this activity is to demonstrate the major functionalities of the proposed system. During the demonstration, the evaluating team together with future administrators of the proposed System will be present.
- Each **shortlisted** bidder will have a maximum duration on **1 Hour 30 Minutes** (incl. Questions and Answers) to conduct the Demo.
- Bidders should also develop the following prototype workflows as part of the Demo:
  - How the proposed eDMS will meet the requirements of the TA
  - E-Registry System/DMS
  - Finance and Accounting
  - HR Payroll/Electronic Attendance
- The evaluating team may make a Video and/or Audio recording of the full demonstration for the purpose of the evaluation of the proposal.
- The implementation team of the bidders (as mentioned in the proposal) should conduct the demonstration.
- The demonstration will be a simulation/Proof of Concept of the environment of the TA System as proposed by the bidders.

### 19.2 Presentation of Application System Prototype

After award of the project, the successful bidder will hold working sessions with the users to study their requirements in detail and then come up with a SRS document. The successful bidder will be required to make prototype presentations of the application system before finalising the SRS with the users through repetitive validation sessions. The purpose of the prototype presentations and validation sessions is to trigger discussions with, and give visibility to, all parties involved in the project and facilitate acceptance of the SRS.

### 19.3 Testing and Test Data

The successful bidder should ensure a smooth implementation of the proposed system.

It is expected that, prior to the start of UAT, the successful bidder would have carried out full-fledged testing (unit testing, integration and system testing) to ensure all bugs have

been resolved in all the environments (production and test) of the servers and verified that the system is fully operational.

They should submit the test plans and set of test data that would have been used to test all the functionalities of the system to the Client. The set of test data must include all possible scenarios required to test the system fully on the test environment of the proposed system. For each identified scenario, the expected results should be clearly defined and accompanied with test results. The same tests could be repeated by the Client as part of user acceptance testing. The client may add additional scenarios for testing purposes.

The Bidder should recommend profiles of users that would be needed to conduct acceptance of the system. Following the recommended profiles, a team of users would be chosen by the Client to conduct user acceptance testing of the system.

#### **19.4 Operational Acceptance of System**

The selected bidder shall achieve Operational Acceptance of the complete TA System within **2 months** after commissioning of the system (See Annex I).

To ensure the readiness as well as operability of the system, operational acceptance testing will have to be planned and carried out [prior to goLive and issue of Operational Acceptance Certificate] and should include:

- **Failover and Recovery Testing:** To allocate resources and to move operations to backup systems to ensure the proper working of redundancy.
- **Monitoring & Alerts:** to ensure that alerts are being displayed and configured in the system if any issue or defects is encountered by the users.
- **Reliability:** to ensure that the system can sustain performance, stress, and volume which can be expected from the system.

#### **19.5 Licenses**

All the licenses associated with the proposed solution/software/software components/sub-components **should** start as from the Go-Live date.

The successful bidder is required to make the necessary provisions/arrangements, if any, regarding full usage of the proposed solution/software/software component/sub-component during the prototyping/UAT stage/pre-golive stage at no additional cost.



## 20 DETAILED EVALUATION CRITERIA

The bid evaluation will consider technical factors in addition to cost factors:

Financial weight is 30% and Technical weight is 70%

Item	Evaluation Criteria	Marks
1	Experience of the firm related to the assignment	30
2	Understanding of TA requirements, adequacy of the proposed work plan and methodology in responding to the Technical Requirements	30
3	Key professional staff qualifications and competence	30
4	Solution Demonstration	10
<b>Total</b>		<b>100</b>

The minimum technical score required to pass is: **70 Marks**

### 1. Experience of the firm related to the assignment (30 Marks)

		Marks	Yes	No
<b>1.1</b>	<b>Mandatory</b> Bidders should have successfully implemented a large-scale e-DMS system with the following components: <ul style="list-style-type: none"> <li>• Dashboard</li> <li>• Work-flow based processing system for approvals</li> </ul>	<b>10</b>	<b>10</b>	<b>0</b> <i>(Bid not responsive)</i>
<b>1.2</b>	Bidders should have successfully implemented an Enterprise Resource Planning System (ERP) with at least a Financial System including Payroll.	<b>10</b>	<b>10</b>	<b>0</b> <i>(Bid not responsive)</i>

		<b>Marks</b>	<b>Docum ent Manag ement Syste m (DMS)</b>	<b>Workflo ws</b>	<b>Web Portal</b>	<b>HRMS/ Payroll within the Government of Mauritius/Par astatal Organization</b>
<b>1.3</b>	<p><b>Desirable</b></p> <ul style="list-style-type: none"> <li>• Have successfully implemented Document Management System (DMS), e-Registry System, Workflows, Web Portal, HRMS/Payroll.</li> <li>• The HRMS installed should be as per any PRB in the Government or any local Parastatal Organization.</li> </ul>	<b>10</b>	<b>2.5</b>	<b>2.5</b>	<b>2.5</b>	<b>2.5</b>

**2. Understanding of TA requirements, adequacy of the proposed work plan and methodology in responding to the Technical Requirements (30 Marks)**

		<b>Marks</b>	<b>Excellent (100%)</b>	<b>Very Good (85%)</b>	<b>Good (70%)</b>	<b>Satisfactory (50%)</b>	<b>Poor (20%)</b>	<b>Irrelevant (0%)</b>
<b>2.1</b>	Understanding of TA requirements	<b>10</b>	<b>10</b>	<b>8.5</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>0</b>
<b>2.2</b>	Technical approach, methodology & Solution Proposed, incld. the various integrations	<b>10</b>	<b>10</b>	<b>8.5</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>0</b>
<b>2.3</b>	Work plan	<b>10</b>	<b>10</b>	<b>8.5</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>0</b>

### 3. Key professional staff qualifications and competence (30 Marks)

#### 3.1 Project manager

<b>SN</b>	<b>Key professional staff</b>	<b>Marks</b>	<b>Qualification (30%)</b>		<b>General Experience in Years (30%)</b>		<b>Specific Experience per project (40%)</b>	
			<b>NQF Level 9 or above</b>	<b>Below NQF Level 9</b>	<b>=5 or above</b>	<b>&lt;5</b>	<b>=1 or above</b>	<b>&lt;1</b>
<b>3.1</b>	<b>Project Manager</b>	<b>10</b>	<b>3</b>	<b>0 (Bid not responsive)</b>	<b>3</b>	<b>0 (Bid not responsive)</b>	<b>4</b>	<b>0 (Bid not responsive)</b>

### 3.2 Technical Staffs

SN	Key professional staff	Marks	Qualification (30%)		General Experience in Years (30%)		Specific Experience per project (40%)	
			NQF Level 7 or above	Below NQF Level 7	=3 or above	<3	=1 or above	<1
3.2	Technical Staffs							
3.2.1	Technical Staff 1	5	1.5	0	1.5	0	2	0
3.2.2	Technical Staff 2	5	1.5	0	1.5	0	2	0
3.2.3	Technical Staff 3	5	1.5	0	1.5	0	2	0
3.2.4	Technical Staff 4	5	1.5	0	1.5	0	2	0

**Note: Four (4) best Technical Staff will be evaluated**

### 4. Demonstration of Solution (10 Marks)

	Marks	Yes
<b>Mandatory</b> Demonstration of Solution	<b>10</b>	<b>10</b>

## 21 SPECIAL CONDITIONS OF CONTRACT

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

Subject and GCC clause reference	Special Conditions
<b>Delivery and Documents</b>	The Purchaser expects to have the TA System (software) delivered, installed, and commissioned within <b>Eight (8) MONTHS</b> from the date of signature of contract. Appropriate training will also have to be conducted within the specified timeframe.
<b>Acceptance of the Application Software</b>	<p>The following will have to be addressed to the satisfaction of the users prior to acceptance of the system:</p> <ul style="list-style-type: none"> <li>• All requirements of the users (including IT Security requirements) have been catered for in the Application Software.</li> <li>• All identified scenarios are fully and comprehensively tested by the successful bidder and test results showing successful completion of tests are submitted.</li> <li>• All bugs identified during UAT have been dealt with.</li> <li>• All Trainings have been delivered to the satisfaction of users.</li> <li>• All updated and latest documentations for the whole project are provided.</li> <li>• Updated and latest version of complete source code and all dependencies (software components, libraries, utilities, tool, etc.) are provided.</li> </ul>

<p><b>Terms Payment</b></p>	<p><b>of</b></p> <p>The structure of payments (on submission of an invoice) shall be as follows:</p> <p><b>Software and Services:</b></p> <ul style="list-style-type: none"> <li>• 20% of the software components of the contract value after signature of contract against a Bank Guarantee for Advance Payment of equivalent value valid for 5 months beyond the delivery period specified above (Delivery and Documents). The bank guarantee can be cancelled should successful commissioning of the proposed system by the user be completed before the five months period. Similarly, the bidder may be required to extend the bank guarantee should there still be pending issues after the four months period.</li> <li>• 50% of the software components of the contract value after installation, successful commissioning and acceptance of the <u>complete Solution</u> by user and all related components successfully operating and completion of user training.</li> <li>• 20% of the software components of the contract value after successful completion of Operational Acceptance Testing (see Annex I).</li> <li>• 10% of the software components of the contract value one year after start of warranty period of the <u>whole system</u>. This amount may be released against a Bank Guarantee for Advance Payment of equivalent</li> </ul> <p>value valid for one year as from start of warranty period of the proposed system. Warranty will start as from the last date of successful completion of Operational Acceptance Testing and settlement of any pending issue.</p>
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<b>Subject and GCC clause reference</b>	<b>Special Conditions</b>
<b>Taxes and duties</b>	As regards to VAT, if the Supplier fails to quote separately for VAT in the Price Schedule of tender as instructed, his tendered price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.
<b>Performance Security</b>	A performance security valid for 2 months beyond the delivery period for the proposed System (Delivery and Documents) in the form of a bank guarantee representing (10%) of the contract price shall be required.
<b>Inspections and Tests</b>	The Successful bidder will have to deliver, install and perform configuration & commissioning of proposed system. It is the responsibility of the supplier to make the entire system fully operational. The Tourism Authority will be involved in the verification of the complete solution.
<b>Liquidated Damages</b>	The liquidated damage shall be 1% of contract value per week The maximum amount of liquidated damages shall be: 10 % of contract value.
<b>Warranty</b>	<p>Warranty period for the application software shall be of a minimum duration of 1 year.</p> <p><b>Warranty period for the PROPOSED SYSTEM will start after completion of Operational Acceptance Testing and settlement of any pending issue.</b></p> <p><b>Effective start date of the licenses (if applicable) for all software (including RDBMS) will be the date of go-live of the PROPOSED SYSTEM.</b></p> <p>During the warranty period, the company should undertake to attend to problems reported within 3 hours of notification of problem/defect. In case the company staff cannot resolve the problem within 24 hours after their arrival, the company should lend the department, free of charge, equivalent equipment with the relevant software.</p> <p>Relevant charges should be included in the cost of the proposal.</p>

## 22 TECHNICAL TABLES

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

***Special Note:***

1. References to brand names are intended to be descriptive only and not restrictive.
2. Any reference to any brand names by the Purchaser shall not constitute the base case.
3. Relevant ISO certificates for the manufacture/assembly will have to be submitted. In case of absence of relevant certificates at time of commissioning, payment will not be effected.



## 22.1 Software

<b>FINANCE, ACCOUNTING, PAYROLL AND PROCUREMENT</b>		
<b>Technical Specification Required</b>	<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
FN & P- 1.	Yes	
FN & P- 2.	Yes	
FN & P- 3.	Yes	
FN & P- 4.	Yes	
FN & P- 5.	Yes	
FN & P- 6.	Yes	
FN & P- 7.	Yes	
FN & P- 8.	Yes	
FN & P- 9.	Yes	
FN & P- 10.	Yes	
FN & P- 11.	Yes	
FN & P- 12.	Yes	
FN & P- 13.	Yes	
FN & P- 14.	Yes	
FN & P- 15.	Yes	
FN & P- 16.	Yes	
FN & P- 17.	Yes	
FN & P- 18.	Yes	
FN & P- 19.	Yes	
FN & P- 20.	Yes	
FN & P- 21.	Yes	
FN & P- 22.	Yes	
FN & P- 23.	Yes	

<b>FINANCE, ACCOUNTING, PAYROLL AND PROCUREMENT</b>		
<b>Technical Specification Required</b>	<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
FN & P- 24.	Yes	
FN & P- 25.	Yes	
FN & P- 26.	Yes	
FN & P- 27.	Yes	
FN & P- 28.	Yes	
FN & P- 29.	Yes	
FN & P- 30.	Yes	
FN & P- 31.	Yes	
FN & P- 32.	Yes	
FN & P- 33.	Yes	
FN & P- 34.	Yes	
FN & P- 35.	Yes	
FN & P- 36.	Yes	
FN & P- 37.	Yes	
FN & P- 38.	Yes	
FN & P- 39.	Yes	
FN & P- 40.	Yes	
FN & P- 41.	Yes	
FN & P- 42.	Yes	
FN & P- 43.	Yes	
FN & P- 44.	Yes	
FN & P- 45.	Yes	
FN & P- 46.	Yes	
FN & P- 47.	Yes	
FN & P- 48.	Yes	
FN & P- 49.	Yes	

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

E-licensing/TOP: <https://ta.govmu.org>

<b>FINANCE, ACCOUNTING, PAYROLL AND PROCUREMENT</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
FN & P- 50.			
<b>Fixed Asset Management</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
FA- 1.	Yes		
FA- 2.	Yes		
FA- 3.	Yes		
FA- 4.	Yes		
FA- 5.	Yes		
FA- 6.	Yes		
FA- 7.	Yes		
FA- 8.	Yes		
FA- 9.	Yes		
FA- 10.	Yes		
FA- 11.	Yes		
FA- 12.	Yes		
FA- 13.	Yes		
FA- 14.	Yes		
FA- 15.	Yes		

<b>Store Management</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
STR- 1.	Yes		
STR- 2.	Yes		
STR- 3.	Yes		
STR- 4.	Yes		

<b>Store Management</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
STR- 5.	Yes		
STR- 6.	Yes		
STR- 7.	Yes		
STR- 8.	Yes		
STR- 9.	Yes		
STR- 10.	Yes		
STR- 11.	Yes		
STR- 12.	Yes		
STR- 13.	Yes		

<b>Payroll</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
PR- 1.	Yes		
PR- 2.	Yes		
PR- 3.	Yes		
PR- 4.	Yes		
PR- 5.	Yes		
PR- 6.	Yes		
PR- 7.	Yes		
PR- 8.	Yes		
PR- 9.	Yes		
PR- 10.	Yes		
PR- 11.	Yes		
PR- 12.	Yes		

<b>Payroll</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
PR- 13.	Yes		
PR- 14.	Yes		
PR- 15.	Yes		
PR- 16.	Yes		
PR- 17.	Yes		
PR- 18.	Yes		
PR- 19.	Yes		
PR- 20.	Yes		
PR- 21.	Yes		
PR- 22.	Yes		
PR- 23.	Yes		
PR- 24.	Yes		
PR- 25.	Yes		
PR- 26.	Yes		
PR- 27.	Yes		
PR- 28.	Yes		
PR- 29.	Yes		
PR- 30.	Yes		

<b>Others</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
All other requirements as described in section 6 (incl. Migration and Reporting)	Yes		

<b>Human Resources Management and Payroll</b>		
<b>Technical Specification Required</b>	<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
HRM & P- 1.	Yes	
HRM & P- 2.	Yes	
HRM & P- 3.	Yes	
HRM & P- 4.	Yes	
HRM & P- 5.	Yes	
HRM & P- 6.	Yes	
HRM & P- 7.	Yes	
HRM & P- 8.	Yes	
HRM & P- 9.	Yes	
HRM & P- 10.	Yes	
HRM & P- 11.	Yes	
HRM & P- 12.	Yes	
HRM & P- 13.	Yes	
HRM & P- 14.	Yes	
HRM & P- 15.	Yes	
HRM & P- 16.	Yes	
HRM & P- 17.	Yes	
HRM & P- 18.	Yes	
HRM & P- 19.	Yes	
HRM & P- 20.	Yes	
HRM & P- 21.	Yes	
HRM & P- 22.	Yes	
HRM & P- 23.	Yes	
HRM & P- 24.	Yes	
HRM & P- 25.	Yes	
HRM & P- 26.	Yes	
HRM & P- 27.	Yes	

<b>Human Resources Management and Payroll</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
HRM & P- 28.	Yes		
HRM & P- 29.	Yes		
HRM & P- 30.	Yes		
HRM & P- 31.	Yes		
HRM & P- 32.	Yes		
HRM & P- 33.	Yes		
HRM & P- 34.	Yes		
HRM & P- 35.	Yes		
HRM & P- 36.	Yes		
HRM & P- 37.	Yes		
HRM & P- 38.	Yes		
HRM & P- 39.	Yes		
HRM & P- 40.	Yes		
HRM & P- 41.	Yes		
HRM & P- 42.	Yes		
HRM & P- 43.	Yes		
HRM & P- 44.	Yes		
HRM & P- 45.	Yes		
HRM & P- 46.	Yes		
HRM & P- 47.	Yes		

<b>Others HRM and Payroll</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
All other requirements as described in section 7 (incl. Migration and Reporting)	Yes		

<b>Electronic Attendance System</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
Linked and provide data to the new HRMS/Payroll system	Yes		
Number of Electronic Time Recorders (ETRs)	At Time of Award		
Submit Brochure for ETR	Yes		
The EAS should be bundled with its database system. It should also have a user-friendly front-end menu for easy operation of the system to carry out functions like enrolment, attendance management, temperature check, audit trail, online help, report generation	Yes		
ETRs will be wall-mounted	Yes		
The supplier will have to provide the following methods of employee identification: <ul style="list-style-type: none"> <li>• Face Recognition Solution,</li> <li>• Fingerprint biometrics,</li> <li>• 'touch-n-go' biometrics technology,</li> <li>• employees' identification cards (proximity card),</li> <li>• login id/ and password,</li> <li>• Mobile App (Smart Phone)or Tablet App with GPS Location detection.</li> </ul>	Yes		
All other requirements as set in section 8 - Electronic attendance system	Yes		



<b>EDMS AND E-REGISTRY WITH RPA FUNCTIONS</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
Document creation Used to scan, upload and index documents on the DMS. Process: <ul style="list-style-type: none"> <li>• Incoming Documents</li> <li>• Outgoing Documents</li> <li>• File letters/correspondences and assign files to officers</li> <li>• Pre-defined assignments in workflow</li> <li>• Dynamic Assignments in workflow</li> <li>• Record Minutes</li> <li>• Assign Minutes</li> <li>• Approve Minutes</li> <li>• Allow to and fro in a workflow</li> <li>• Attach Documents</li> <li>• Allow digital signature/approval</li> <li>• inbuilt workflow</li> <li>• Despatch outgoing papers/correspondences</li> <li>• Bring-up of files</li> <li>• Creation of new files</li> <li>• Classification</li> </ul>	Yes		

<ul style="list-style-type: none"> <li>• Permissions and Roles</li> <li>• RPA function to capture fields automatically on documents</li> </ul>			
<p>Document storage and archiving</p> <p>Used to provide for searches based on file name, indexes or specific terms.</p>	Yes		
<p>Document approval and digital signature</p> <p>Used for approval processes as the document is passed on throughout the system.</p>	Yes		
<p>Document versioning</p> <p>Used to maintain multiple versions of a single file without creating new files. Enables the user to track and revert to previous versions if required.</p>	Yes		
<p>Workflow management</p> <p>Used for business activity stages and assignments incld. clear workflow viewing in graphical format. Ability to create workflows by following training. The creation/update of additional workflows by the TA IT team should not incur any additional costs.</p>	Yes		
<p>Cross-Referencing</p> <p>Allow association of files.</p>	Yes		
<p>Dashboard</p> <p>Used to broadcast updates on the most recent news or general information required within the TA.</p>	Yes		
<p>Metadata</p> <p>Used to organize documents efficiently by allocating unique tags to them such</p>	Yes		

as titles, dates, authors, descriptions etc.			
Registry Used to manage incoming and outgoing correspondences.	Yes		
Reporting and audit Used to maintain audit trails and transaction logging. The module also makes standard audit related reports available.	Yes		
Security Used to protect documents from unauthorized access, modification and deletion. The module record user identity, date and time stamp of all transaction with details of creation, read, update, delete or print.	Yes		

<b>Others – eDMS and e-Registry with RPA functions</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
All other requirements as described in section 9 (incl. Migration and Reporting)	Yes		

<b>SYSTEM INFRASTRUCTURE</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
Implement system infrastructure as described in Section 11 by leveraging on GOC infrastructure	Yes		
Implement NBU Backup agents and work out a backup policy document. Quote for appropriate NBU Capacity based license as per the solution proposed.	Yes		
Implement Monitoring Tool for TA VMs(including services, applications, dbms, OS)	Yes		
Work-From-Home via GOC-provided VPN	Yes		
Integration with GOC SMS Gateway via a new SMPP line	Yes		
The proposed system should sustain the workload of the TA without any latency/bottleneck	Yes		
The bidder will have to assist the TA HQ users to access: <ul style="list-style-type: none"> <li>the application hosted at the GOC</li> <li>Internet via the TA the TA LAN/Internet Router</li> </ul> Assist the TA in network configuration where required.	Yes		

<b>Abide to other items as described in the respective sections</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
FINANCE, ACCOUNTING, PAYROLL AND PROCUREMENT See Section 6	Yes		
HUMAN RESOURCES MANAGEMENT & PAYROLL See Section 7	Yes		
PARALLEL SYSTEM See Section 12	Yes		
MIGRATION See Section 13	Yes		
GENERAL SYSTEM REQUIREMENTS See Section 14	Yes		
PROJECT PLANNING AND EXECUTION See Section 15	Yes		
POST IMPLEMENTATION SUPPORT See Section 16	Yes		
IT SECURITY CONSIDERATIONS See Section 17	Yes		
REVIEW OF OPERATIONAL PROCEDURES See Section 18	Yes		
TRAINING AND CAPACITY BUILDING See Section 19	Yes		
MISCELLANEOUS See Section 20	Yes		

<b>Other Requirements</b>			
<b>Technical Specification Required</b>		<b>Compliance of Specification Offered</b>	<b>Details of non-compliance if applicable</b>
Supply, Install and commission the proposed equipment.	Yes		
All software licenses proposed should be able to cater for previous versions of the software at no additional cost. Bidder has to submit relevant evidence to this effect.	Yes		
Bidders should provide the latest version of all software proposed at the time of delivery without any change in cost.	Yes		
Relevant technical brochure (Original documentation) for all items proposed to be submitted.	Yes		
WARRANTY	During the warranty period the services provided by the Bidder should cover at least all the requirements mentioned in the Maintenance Contract, which is available at <a href="http://cib.govmu.org">http://cib.govmu.org</a> .		

## 23 ANNEX I OPERATIONAL ACCEPTANCE

Operational Acceptance means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the full System in the production environment, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan.

The Supplier shall achieve Operational Acceptance of the System within **2 months** after commissioning of the system and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

The operational acceptance includes the following, inter alia,

- Attain functional requirements specified in the Technical Requirements and Agreed and Finalized Project Plan
- Resolution of Priorities for Bugs to be fixed within Operation Acceptance phase (After Notification to supplier)

### Priority 1 (P1-Critical):

A defect that completely hampers or blocks testing of the product/ feature is a critical defect. An example would be in case of UI testing where after going through a wizard, the UI just hangs at one pane or doesn't go further to trigger the function. Or in some other cases, when the feature developed itself is missing from the build.

To be fixed within 6 hours

### Priority 2 (P2-Major):

A major defect occurs when the functionality is functioning grossly away from the expectations or not doing what it should be doing.

To be fixed within 2 days

### Priority 3 (P3-Moderate):

A moderate defect occurs when the product or application doesn't meet certain criteria or still exhibits some unnatural behavior, however the functionality as a whole is not impacted.

To be fixed within 4 days

**Priority 4 (P4-Minor):**

A minor bug occurs when there is almost no impact to the functionality, but is still a valid defect that should be corrected.

To be fixed within 2 weeks

- Loading of pages within 2 seconds
- Records should be saved within 5 seconds after validation
- Search results displayed in less than 5 seconds
- Navigation from one screen to the other should be seamless – sub-second response required
- Provide report related to fine-tuning of database, the report should include proper indexing mechanisms, memory allocations, fine-tuning related to IOs
- Backup/Restore functions have been simulated and documented



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## E. IMPLEMENTATION SCHEDULE

### Implementation Schedule Table

The implementation schedule table presented below provides indicative milestones and timelines for completion of each milestone. TA is aware that development and installation timelines are dependent on the solution to be procured and is open to proposition from Bidders. In the event that Bidder propose changes to the schedule table, a Proposed Implementation Schedule Table should be submitted as an Annex to the Bidder's proposal.

The TA expects Operational Acceptance and Go-Live to be completed and for the PROPOSED System to be fully implemented within a period of 8 months year.

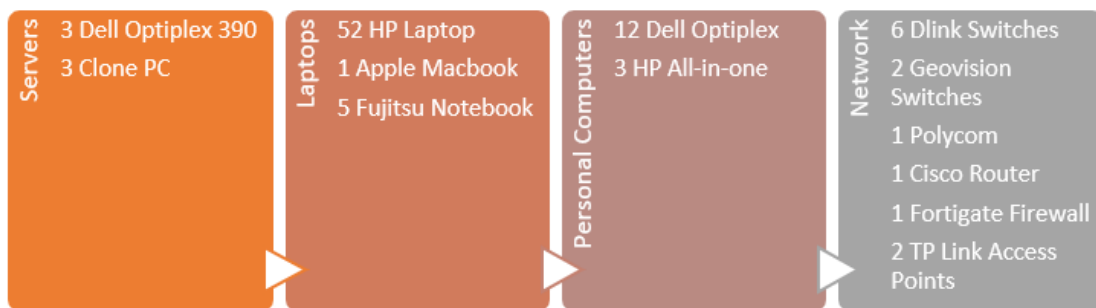
No.	Activity/ Indicative Milestone	Delivery Event	Delivery Timeline/ Expected Completion (Months from Effective Date)								Liquidated Damages Milestone
			M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	
	<b>Month</b>										
1.	Effective Date and Kick Off	Signature of contract	<b>X</b>								
2.	Planning, Preparation of SRS, Consultations, Validation of SRS, Preparation of SDD, validation of SDD and prototypes	Final Project Plan	<b>X</b>	<b>X</b>							No

No.	Activity/ Indicative Milestone	Delivery Event	Delivery Timeline/ Expected Completion (Months from Effective Date)								Liquidated Damages Milestone
			M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	
	<b>Month</b>										
3.	Completion of Process understanding by Supplier and Sign off of SRS	Final Technical System Requirements		<b>X</b>							No
4.	Data Cleansing, Data Migration Plan	Data Migration Plan		<b>X</b>	<b>X</b>						No
5.	Development and customization of solution, Deployment on GOC and Testing	Delivery of solutions for testing			<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>			No
6.	Completion of Operational Acceptance tests	Sign-off of successful Test Cases by TA							<b>X</b>		Yes
7.	Completion of User Training	Delivery of training							<b>X</b>	<b>X</b>	No
8.	Go-Live of the NEW System	Sign-off for Go-Live by TA								<b>X</b>	No

## System Inventory Table (Supply and Installation Cost Items)

The table below provides an overview of the systems and IT infrastructure currently available at the TA. Bidders are expected to take these into consideration except the servers when defining the target IT infrastructure necessary to support their proposed solution.

### Server, Personal Computers, Network



### Software at Tourism Authority-

- Most of the laptops have Windows 11 Pro
- Desktop computers have Windows 7 Pro
- Office 365 Business

### Recurrent Cost Table – Mauritian Rupees

➤ **Bidders are required to fill in the prices against each item on a yearly basis.**

Year 1 – Total Price in MUR excluding VAT	
Year 2 – Total Price in MUR excluding VAT	
Year 3 – Total Price in MUR excluding VAT	
Year 4 – Total Price in MUR excluding VAT	
Year 5 – Total Price in MUR excluding VAT	

Serial No	Item	Price in MUR excluding VAT – YR 1	Price in MUR excluding VAT - YR 2	Price in MUR excluding VAT – YR 3	Price in MUR excluding VAT – YR 4	Price in MUR excluding VAT – YR 5
1						
2						
3						
4						
5						
6						

## **F. REQUIRED FORMAT OF TECHNICAL BIDS**

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### **5.1 Description of Information Technologies, Materials, Other Goods, and Services**

- 5.1.0 The Bidder must provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive.
- 5.1.1 To assist in the bid evaluation, the detailed descriptions should be organized and cross referenced in the same manner as the Bidder's item-by-item commentary on the Technical Requirements described in Section 5.2 below. All information provided by cross reference must, at a minimum, include clear titles and page numbers.
- 5.1.2 *[specify: any other technical information related to the Information Technologies, Materials, other Goods, and Services necessary to assess the responsiveness of the Technical Bid, for example, histories of the Information Technologies offered, if demonstrated capacity to revise and extend these technologies is a mandatory criterion for technical responsiveness to be used in the evaluation.]*

### **5.2 Item-by-Item Commentary on the Technical Requirements**

- 5.2.0 The Bidder must provide an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements, see ITB Clause 16.2 (b) (ITB Clause 14.2 (b) in the two-stage SBD).
- 5.2.1 In demonstrating the responsiveness of its bid, the Bidder is strongly urged to use the Technical Responsiveness Checklist provided in Section G of the Technical Requirements. Failure to do so, increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross references to the relevant pages in the Bidder's Technical Bid.

### **5.3 Preliminary Project Plan**

- 5.3.0 The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project

Plan must also address the topics and points of emphasis specified in [ state: **“SCC Clause 19”** including any additional items stated in the Bid Data Sheet for ITB Clause 16.2 (c) (ITB Clause 14.2 (c) in the two-stage SBD) ]. The Preliminary Project Plan should also state the Bidder’s assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder’s proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

- 5.3.1 In addition to the topics and points of emphasis, the Preliminary Project Plan **MUST** address [ for example, specify: what steps will be taken if there is a failure; how project progress will be reported; etc. ].
- 5.3.2 [ specify: any additional requirements regarding the format of the Preliminary Project Plan, for example, must it be submitted in a specific word processing format, in addition to hard copy, etc. ].

#### **5.4 Confirmation of Responsibility for Integration and Interoperability of Information Technologies**

- 5.4.0 The Bidder must submit a written confirmation that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Bidding Document.



## G. TECHNICAL RESPONSIVENESS CHECKLIST

### Technical Responsiveness Checklist

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Tech. Require. No. 1	Technical Requirement: <i>[ insert: <b>abbreviated description of Requirement</b> ]</i>	<i>[ specify: <b>Mandatory or Preferred</b> ]</i>
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 2	Technical Requirement: <i>[ insert: <b>abbreviated description of Requirement</b> ]</i>	<i>[ specify: <b>Mandatory or Preferred</b> ]</i>
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

## SECTION VI. SAMPLE FORMS

## Notes to Bidders on working with the Sample Forms

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The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the System being procured. In its bid, the Bidder must use these forms (or forms that present in the same sequence substantially the same information). Bidders should not introduce changes without the Purchaser's prior written consent. If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, either at the pre-bid meeting or by addressing them to the Purchaser in writing pursuant to ITB Clause 10.

The Purchaser has tried to provide explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets as is shown in the following example taken from the Bid Submission Form:

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

In preparing its bid, the Bidder must ensure all such information is provided and that the typographical aides are removed.

The sample forms provide a standard set of documents that support the procurement process as it moves forward from the stage of bidding, through Contract formation and onto Contract performance. The first set of forms must be completed and submitted as part of the bid prior to the deadline for bid submission. These include: (i) the Bid Submission Form; (ii) the Price Schedules; (iii) the Manufacturer's Authorizations and key Subcontractor agreements; (iv) the List of Proposed Subcontractors; (v) the form(s) for securing the bid (if and as required); and other forms as found in sub-sections 1 through 4 of this Section VI of the Bidding Documents.

- **Bid Submission Form:** In addition to being the place where official confirmation of the bid price, the currency breakdown, the completion date(s), and other important Contract details are expressed, the Bid Submission Form is also used by the Bidder to confirm - in case adjudication applies in this Contract - its acceptance of the Purchaser's proposed Adjudicator, or to propose an alternative. If the bid is being submitted on behalf of a Joint Venture, it is essential that the Bid Submission Form be signed by the partner in charge and that it be supported by the authorizations and power of attorney required pursuant to ITB Clause 6.2. Given widespread concern about illegal use of licensed software, Bidders will be asked to certify in the Bid Submission Form that either the Software included in the bid was developed and is owned by the Bidder, or, if not, the Software is covered by valid licenses with the proprietor of the Software.
- **Price Schedules:** The prices quoted in the Price Schedules should constitute full and fair compensation for supply, installation, and achieving Operational Acceptance of the System as described in the Technical Requirements based on the Implementation

Schedule, and the terms and conditions of the proposed Contract as set forth in the Bidding Documents. Prices should be given for each line item provided in the Schedules, with costs carefully aggregated first at the Subsystem level and then for the entire System. If the Price Schedules provide only a summary breakdown of items and components, or do not cover some items unique to the Bidder's specific technical solution, the Bidder may extend the Schedules to capture those items or components. If supporting price and cost tables are needed for a full understanding of the bid, they should be included.

Arithmetical errors should be avoided. If they occur, the Purchaser will correct them according to ITB Clause 26.2 (ITB Clause 38.2 in the two-stage SBD) without consulting the Bidder. Major omissions, inconsistencies, or lack of substantiating detail can lead to rejection of a bid for commercial non-responsiveness. Presenting prices according to the breakdown prescribed in the Price Schedules is also essential for another reason. If a bid does not separate prices in the prescribed way, and, as a result, the Purchaser cannot apply the domestic preference provision described in ITB Clause 29 (ITB Clause 41 in the two-stage SBD), if they are applicable in this bidding, the Bidder will lose the benefit of the preference. Once bids are opened, none of these problems can be rectified. At that stage, Bidders are not permitted to change their bid prices to overcome errors or omissions.

- **Manufacturer's Authorizations and written agreements by key Subcontractors:** In accordance with ITB Clauses 6.1 (b) and (c), a Bidder may be required to submit, as part of its bid, Manufacturer's Authorizations in the format provided in the Bidding Documents, and agreements by Subcontractors proposed for key services, for all items specified in the Bid Data Sheet. There is no particular format (or sample form) for Subcontractor agreements.
- **List of Proposed Subcontractors:** In accordance with ITB Clause 6.3, a Bidder must submit, as part of its bid, a list of proposed subcontracts for major items of Technologies, Goods, and/or Services. The list should also include the names and places of registration of the Subcontractors proposed for each item and a summary of their qualifications.
- **List of Software and Materials:** In accordance with ITB Clause 13.1 (e) (vi) (ITB Clauses 13.1 (c) (vi) and 25.1 (e) (vi) in the two-stage SBD), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. If provided for in the Bid Data Sheet, the Purchaser may reserve the right to reassign certain key Software to a different category.
- **Qualification information forms:** In accordance with ITB Clause 6, the Purchaser will determine whether the Bidder is qualified to undertake the Contract. This entails financial, technical as well as performance history criteria which are specified in the BDS for ITB Clause 6. The Bidder must provide the necessary information for the

Purchaser to make this assessment through the forms in this sub-section. The forms contain additional detailed instructions which the Bidder must follow.

- **Securing the bid:** If the BDS for ITB Clause 17 (ITB Clause 29 in the two-stage SBD) requires that bids be secured, the Bidder shall do so in accordance with the type and details specified in the same ITB/BDS Clause, either using the form(s) included in these Sample Forms or using another form acceptable to the Purchaser. If a Bidder wishes to use an alternative form, it should ensure that the revised format provides substantially the same protection as the standard format; failing that, the Bidder runs the risk of rejection for commercial non-responsiveness.

Bidders need not provide the Performance Security and Advance Payment Security with their bids. Only the Bidder selected for award by the Purchaser will be required to provide these securities.

The following forms are to be completed and submitted by the successful Bidder following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Bidder's Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's bid prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security in the form contained in this section of these Bidding Documents and in the amount specified in accordance with the SCC.
- **Advance Payment Security:** Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank/insurance guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC 12.1 - in the form contained in this section of these Bidding Documents or another form acceptable to the Purchaser. If a Bidder wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the bid submission deadline.

The Purchaser and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the Bidding Documents for the information of Bidders.

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## 1. BID SUBMISSION FORM (SINGLE-STAGE BIDDING)

Date: [ Bidder insert: **date of bid** ]

IFB: [ Purchaser insert: **IFB title and number** ]

Contract: [ Purchaser insert: **name of Contract** ]

To: [ Purchaser insert: **name and address of Purchaser** ]

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [ insert **numbers** ], the receipt of which is hereby acknowledged:-

- (a) We, the undersigned offer to supply, install, achieve Operational Acceptance of, and support the Information System under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

[ insert: amount of local  
currency in words ]

( [ insert: amount in Mauritian  
Rupees in figures from  
corresponding Grand Total entry  
of the Grand Summary Cost  
Table ] )

plus [ insert: **amount of foreign  
currency A in words** ]

( [ insert: **amount of foreign  
currency A in figures from  
corresponding Grand Total  
entry of the Grand Summary  
Cost Table** ] )

[ as appropriate, add the following ]

plus [ insert: **amount of foreign  
currency B in words** ]

( [ insert: **amount of foreign  
currency B in figures from  
corresponding Grand Total  
entry of the Grand Summary  
Cost Table** ] )

plus [ insert: **amount of foreign  
currency C in words** ]

( [ insert: **amount of foreign  
currency C in figures from  
corresponding Grand Total  
entry of the Grand Summary  
Cost Table** ] )

or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and made part of this bid.

- (b) We undertake, if our bid is accepted, to commence work on the Information System and to achieve Installation and Operational Acceptance within the respective times stated in the Bidding Documents.
- (c) If our bid is accepted, and if these Bidding Documents so require, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

*[ As appropriate, include or delete the following paragraph ]*

- (d) “We accept the appointment of *[Purchaser insert: **name of proposed Adjudicator from the Bid Data Sheet**]* as the Adjudicator.”

*[ and delete the following paragraph, or, as appropriate, delete the above and include the following, or, if no Adjudicator is stated in the Bid Data Sheet, delete both the above and the following ]*

- (e) “We do not accept the appointment of *[Purchaser insert: **name of proposed Adjudicator from the Bid Data Sheet**]* as the Adjudicator, and we propose instead that *[insert: **name** ]* be appointed as Adjudicator, whose résumé and hourly fees are attached.”
- (f) We hereby certify that the Software offered in this bid and to be supplied under the Contract (i) either is owned by us, or (ii) if not owned by us, is covered by a valid license from the proprietor of the Software.
- (g) We agree to abide by this bid, which, in accordance with ITB Clauses 13 and 16, consists of this letter (Bid Submission Form) and the enclosures listed below, for a period of *[Purchaser insert: **number from Bid Data Sheet**]* days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- (h) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
---------------------------	---------------------	-----------------------------------

Etc. *[if none, state: “none”]*



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

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

Dated this [ *insert: ordinal* ] day of [ *insert: month* ], [ *insert: year* ].

Signed:

Date:

In the capacity of [ *insert: title or position* ]

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

ENCLOSURES:

Price Schedules

Bid-Securing Declaration or Bid-Security (if and as required)

Signature Authorization *[plus, in the case of a Joint Venture Bidder, list all other authorizations pursuant to ITB Clause 6.2]*

Attachment 1. Bidder's Eligibility

Attachment 2. Bidder's Qualifications (including Manufacturer's Authorizations and Subcontractor agreements if and as required)

Attachment 3. Eligibility of Goods and Services

Attachment 4. Conformity of the Information System to the Bidding Documents

Attachment 5. Proposed Subcontractors

Attachment 6. Intellectual Property (Software and Materials Lists)

*[if appropriate, specify further attachments or other enclosures]*

## Bid Table of Contents and Checklist

**Note:** Purchasers should expand and modify (as appropriate) the following table to reflect the required elements of the Bidder's bid. As the following note to Bidders explains, it is in both the Purchaser's and Bidder's interest to provide this table and accurately fill it out.

**Note:** Bidders should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the bid as described in ITB Clauses 13.1 and 16, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Purchaser's bid evaluation process.

Item	present: y/n	page no.
Bid Submission Form .....		
Price Schedules.....		
Bid-Securing Declaration / Bid-Security (if and as required) .....		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB Clause 6.2) .....		
Attachment 1 .....		
Attachment 2 .....		
Manufacturer's Authorizations..... Subcontractor agreements.....		
Attachment 3 .....		
Attachment 4 .....		
Attachment 5 .....		
Attachment 6 .....		
.....		

## 2. PRICE SCHEDULE FORMS

**Note:** in information systems procurement, the Contract Price (and payment schedule) should be linked as much as possible to achievement of operational capabilities, not just to the physical delivery of technology.

### 2.1 Preamble

**Note:** Purchasers should highlight any special requirements of the System and Contract in a Preamble to the Price Schedules. The following is an example of one such preamble.

#### General

1. The Price Schedules are divided into separate Schedules as follows:
  - 2.2 Grand Summary Cost Table
  - 2.3 Supply and Installation Cost Summary Table
  - 2.4 Recurrent Cost Summary Table
  - 2.5 Supply and Installation Cost Sub-Table(s)
  - 2.6 Recurrent Cost Sub-Tables(s)
  - 2.7 Country of Origin Code Table

*[ insert: **any other Schedules as appropriate** ]*
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.

#### Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD). Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB Clause 26.2 (ITB Clause 38.2 in the two-stage SBD).
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

## 2.2 Grand Summary Cost Table

		<i>[ insert: <b>Local</b> Currency ]</i> Price	<i>[ insert: <b>Foreign</b> Currency A ]</i> Price	<i>[ insert: <b>Foreign</b> Currency B ]</i> Price	<i>[ insert: <b>Foreign</b> Currency C ]</i> Price
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table)				
3.	Grand Totals (to Bid Submission Form)				

Name of Bidder:	
Authorized Signature of Bidder:	

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

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### 2.3 Supply and Installation Cost Summary Table

System or Subsystem number: *[ if a multi-lot procurement, insert: **Subsystem number**; otherwise state “entire System procurement” ] [ as necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed. ]*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Supply & Installation Prices				
			Locally supplied items	Items supplied from outside Mauritius			
			<i>[ insert: <b>Local Currency</b> ]</i> Price	<i>[ insert: <b>Local Currency</b> ]</i> Price	<i>[ insert: <b>Foreign Currency A</b> ]</i> Price	<i>[ insert: <b>Foreign Currency B</b> ]</i> Price	<i>[ insert: <b>Foreign Currency C</b> ]</i> Price
0	Project Plan	--	--	--	--	--	--
1	Headquarters Subsystem	1					
1.1	Hardware, LAN & General-Purpose Software	1					
1.2	Database System	1					
1.3	Training	1					

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

Website: [www.tourismauthority.mu](http://www.tourismauthority.mu)

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			<b>Supply &amp; Installation Prices</b>				
			<b>Locally supplied items</b>	<b>Items supplied from outside Mauritius</b>			
<b>Line Item No.</b>	<b>Subsystem / Item</b>	<b>Supply and Installation Cost Sub-Table No.</b>	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Foreign Currency A]</i> Price	<i>[ insert: Foreign Currency B]</i> Price	<i>[ insert: Foreign Currency C]</i> Price
2	<b>Region 1 Branch Offices Subsystems</b>	2					
2.1	Hardware, LAN & General-Purpose Software	2					
2.2	Training	2					
j	<b>Region J Branch Offices Subsystems</b>	j					
j.1	Hardware, LAN & General-Purpose Software	"					
j.2	Subsystem Design and Programming Services						
j.3	Training	"					
:							
k	WAN and integrated database access Subsystems	k					

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

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			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside Mauritius			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	[ insert: Local Currency ] Price	[ insert: Local Currency ] Price	[ insert: Foreign Currency A] Price	[ insert: Foreign Currency B] Price	[ insert: Foreign Currency C] Price
k.1	WAN	“					
k.2	Database Access Software	“					
k.3	Training	“					
:							
m	Data Conversion Service	m					
SUBTOTALS							
TOTAL (To Grand Summary Table)							

**Note:** - - indicates not applicable. “ indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Bidder:	
Authorized Signature of Bidder:	

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

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WhatsApp: +230 5852 1098

Fax: +230 213 1738

Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

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## 2.4 Recurrent Cost Summary Table

System or Subsystem number: [ if a multi-lot procurement, insert: **Subsystem number**, otherwise state “**entire System procurement**” ] [ as necessary for the operation of the System, specify items in the Table below, modifying the sample line items and sample table entries as needed. ]

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	[ insert: <b>Local Currency</b> ] Price	[ insert: <b>Foreign Currency A</b> ] Price	[ insert: <b>Foreign Currency B</b> ] Price	[ insert: <b>Foreign Currency C</b> ] Price
z	Recurrent Cost Items					
z.1	<b>Headquarters</b> Recurrent Cost Items	n.1				
z.2	<b>Region 1</b> Recurrent Cost Items	n.2				
	Subtotals (to Grand Summary Table)					

**Note:** Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

Name of Bidder:		
Authorized Signature of Bidder:		

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## 2.5 Supply and Installation Cost Sub-Table [ insert: *identifying number* ]

System or Subsystem number: [ if a multi-lot procurement, insert: **Subsystem number**; otherwise state “**entire System procurement**” ]

Line item number: [ specify: **relevant line item number from the Supply and Installation Cost Summary Table (e.g., 1.1)** ]

[ as necessary for supply, installation, and achieving Operational Acceptance of the System, specify: **the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Supply and Installation Cost Summary Table that requires elaboration. ]**

Prices, rates, and subtotals MUST be quoted in accordance with ITB Clauses 14 and 15. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

				Unit Prices / Rates					Total Prices					
				Supplied Locally	Supplied from outside Mauritius					Supplied Locally	Supplied from outside Mauritius			
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A]	[ insert: foreign currency B]	[ insert: foreign currency C]	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A]	[ insert: foreign currency B]	[ insert: foreign currency C]	
1.1	Hardware – Finance Department	--	--	--	--	--	--	--						
1.1.1	Supply of Advanced workstations		4											

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

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WhatsApp: +230 5852 1098

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				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside Mauritius			Supplied Locally	Supplied from outside Mauritius				
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]
1.1.2	Standard Workstations		12										
1.1.3	High-speed Laser Printer		1										
1.1.4	Standard-speed Laser Printer		3										
1.1.5	Continuous-feed Printer		3										
1.1.6	Design and Programming Services related to Financial Report												
1.1.7	Local transport and insurance												

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside Mauritius				Supplied Locally	Supplied from outside Mauritius			
				[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert foreign currency B ]	[ insert: foreign currency C ]	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]
2.	LAN - Headquarters		--	--	--	--	--	--					
2.1	Supply of Wiring Closet Hardware		--	--	--	--	--	--					
2.1.1	Hubs		7										
2.1.2	Punch-down panel		7										
2.1.3	Uninterrupted Power Supply (small)		7										
2.1.4	Lockable Equipment Rack		7										
:													
2.2	In-Building Wiring		--	--	--	--	--	--					

 1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside Mauritius				Supplied Locally	Supplied from outside Mauritius			
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]
2.2.1	Server Room		--	--	--	--	--	--					
2.2.1.1	Dedicated Telephone Lines (data)		2 nodes										
2.2.2	Backbone and Risers (Fiber optic)		28 nodes										
2.2.3	Departmental Wiring		--	--	--	--	--	--					
2.2.3.1	Finance Department		40 nodes										
2.3	In-Building Wiring (Goods)		--	--	--	--	--	--					

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside Mauritius				Supplied Locally	Supplied from outside Mauritius			
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert foreign currency B ]	[ insert: foreign currency C ]	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]
2.4	Local transport and insurance for Region 1 sites												
3.	Supply of General-Purpose Software	--	--	--	--	--	--	--					
Subtotals (to [ insert: <b>line item</b> ] of Supply and Installation Cost Summary Table)													

**Note:** -- indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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## 2.6 Recurrent Cost Sub-Table [ insert: **identifying number** ]

Lot number: [ if a multi-lot procurement, insert: **lot number**, otherwise state “**single lot procurement**” ]

Line item number: [ specify: **relevant line item number from the Recurrent Cost Summary Table (e.g., z.1)** ]

Currency: [ specify: **the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed** ]

[ as necessary for operation of the System, specify: **the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.** ]

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

Component No.	Component	Maximum all-inclusive costs (for costs in [ insert: <b>currency</b> ])						Sub-total for [ insert: <b>currency</b> ]
		Y1	Y2	Y3	Y4	...	Yn	
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard and Custom Software	Incl. in Warranty						

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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Hotline: 8910

WhatsApp: +230 5852 1098

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Email: [tourism.authority@intnet.mu](mailto:tourism.authority@intnet.mu)

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Component No.	Component	Maximum all-inclusive costs (for costs in [ insert: <b>currency</b> ])						Sub-total for [ insert: <b>currency</b> ]
		Y1	Y2	Y3	Y4	...	Yn	
3.	Technical Services							
3.1	Sr. Systems Analyst							
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, ..... etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							--
Cumulative Subtotal (to [ insert: <b>currency</b> ] entry for [ insert: <b>line item</b> ] in the Recurrent Cost Summary Table)								

Name of Bidder:	
Authorized Signature of Bidder:	

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

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### 2.7 Country of Origin Code Table

Country of Origin	Country Code		Country of Origin	Country Code		Country of Origin	Country Code

### 3. OTHER BID FORMS AND LISTS

#### 3.1 Manufacturer's Authorization

Invitation for Bids Title and No.:

*[If applicable:]* Lot, Slice, Subsystem No(s).:

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

WHEREAS \_\_\_\_\_ who are official producers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of : \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Note:** This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.







### 3.5.1 General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the information in Forms 3.5.2, 3.5.3, 3.5.3a, 3.5.4, and 3.5.5. Joint Ventures must also fill out Form 3.5.2a.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners <sup>1</sup>		
	Name	Nationality
1.		
2.		
3.		
4.		
5.		
<sup>1/</sup> To be completed by all owners of partnerships or individually owned firms.		

### 3.5.2 General Information Systems Experience Record

Name of Bidder or partner of a Joint Venture
--

All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Information Systems contracts generally. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Bid Data Sheet for ITB Clause 6.1 (a) explicitly permits experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.

A brief note on each contract should be appended, describing the nature of the Information System, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.

Use a separate page for each partner of a Joint Venture, and number these pages.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data (applicable activities only)		
Year <sup>1</sup>	Turnover	US\$ equivalent
1.		
2.		
3.		
4.		
5.		
<sup>1/</sup> Commencing with the partial year up to the date of submission of bids		



### 3.5.2a Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

Total value of annual turnover, in terms of Information System billed to clients, in US\$ equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (applicable activities only; US\$ equivalent)						
Partner	Form 3.5.2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Etc.						
Totals						

### 3.5.3 Particular Information Systems Experience Record

Name of Bidder or partner of a Joint Venture
--

On separate pages, using the format of Form 3.5.3a, the Bidder is requested to list contracts of a similar nature, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the Bidder has undertaken during the period, and of the number, specified in the BDS for ITB Clause 6.1 (a). Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into U.S. dollars, at the date of substantial completion, or for ongoing contracts at the time of award.

### 3.5.3a Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one)  <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)  Currency                                  Currency                                  Currency	
7.	Equivalent amount US\$ Total contract: \$_____ ;    Subcontract: \$_____ ;    Partner share: \$_____ ;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US\$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and US\$ amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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### 3.5.4 Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture
--

Bidders and each partner to an Joint Venture bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Purchaser, contact address/tel./fax	Value of outstanding Information System (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

### 3.5.5 Financial Capabilities

Name of Bidder or partner of a Joint Venture

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 6.1 (a). Each Bidder or partner of a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	Telex	

Summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in U.S. dollar equivalent for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in US\$ equivalent	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							

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Financial information in US\$ equivalent	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
6. Profits after taxes							

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 6.1 (a).

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in the BDS for ITB Clause 6.1 (a) (for the individual Bidder or each partner of a Joint Venture).

If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns,

### 3.5.6 Personnel Capabilities

Name of Bidder
----------------

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form 3.5.6a for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position
	Name of prime candidate
	Name of alternate candidate

### 3.5.6a Candidate Summary

Name of Bidder
----------------

Position		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

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### 3.5.7 Technical Capabilities

Name of Bidder

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

### 3.5.8 Litigation History

Name of Bidder or partner of a Joint Venture
--

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US\$ equivalent)

## 4. BID-SECURING DECLARATION

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

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is an alternative bid]*

To: *[insert complete name of Public Body]*

I/We\*, the undersigned, declare that:

I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

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

- (a) have modified or withdrawn my/our\* bid after the deadline for submission of bids during the period of bid validity specified in Instructions to Bidders; or
- (b) have refused to accept a correction of an error appearing on the face of the bid; or
- (c) having been notified of the acceptance of our bid by the *[insert name of public body]* during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signature: .....

Name: *[insert complete name of person signing the Bid Securing Declaration]*

In the capacity of: *[Insert the position of the signatory in the company].....*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal [where appropriate]

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

*[\*Please delete as appropriate]*

#### **4. BID SECURITY (BANK/INSURANCE GUARANTEE) - (NOT APPLICABLE)**

.....*Bank/Insurance Company's Name and Address of issuing Branch or Office*.....

**Beneficiary:** *Name and Address of Public Body*.....

**Date:** .....

**BID GUARANTEE No.:** .....

We have been informed that .....*name of the Bidder*..... (hereinafter called "the Bidder") has submitted to you its bid dated..... (hereinafter called "the Bid") for the execution of .....*name of contract* ..... under Invitation for Bids No.....*IFB number* ..... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid security.

At the request of the Bidder, we .....*name of Bank/Insurance Company* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*amount in figures*..... (*amount in words*.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) fails or refuses to sign the contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before .....*Public Body to insert date*.....

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

.....*Bank/Insurance Company's seal and authorized signature(s)*.....

## 5. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System [insert: **brief description of the Information System**] (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

**Article 1.**                    1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))

**Contract Documents**

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Implementation Schedule)
- (e) The Supplier’s bid and original Price Schedules

---

1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

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(f) [ Add here: **any other documents** ]

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

**Article 2.**

**Contract  
Price and  
Terms of  
Payment**

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [ insert: **amount of foreign currency A in words** ], [insert: **amount in figures** ], plus [ insert: **amount of foreign currency B in words** ], [insert: **amount in figures** ], plus [ insert: **amount of foreign currency C in words** ], [insert: **amount in figures** ], [ insert: **amount of Mauritian Rupees in words** ], [ insert: **amount in figures** ], as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

**Article 3.**

**Effective  
Date for  
Determining  
Time for**

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

**Operational Acceptance**

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;
- (d) [ specify here: **any other conditions, for example, opening/confirmation of letter of credit** ].

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

**Article 4.****Appendixes**

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

**APPENDIXES**

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator [if there is no Adjudicator, state "**not applicable**"]
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of [ insert: **title or other appropriate designation** ]

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of [ insert: **title or other appropriate designation** ]

in the presence of

#### CONTRACT AGREEMENT

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

BETWEEN

*Tourism Authority*, “the Purchaser”

and

[ insert: **name of Supplier** ], “the Supplier”



## Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: *[ insert: **name** and provide title and address further below, or state “to be nominated within fourteen (14) days of the Effective Date” ]*

Title: *[ if appropriate, insert: **title** ]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: *[ as appropriate, insert: **personal delivery, postal, facsimile and electronic mail addresses.** ]*

Fallback address of the Supplier: *[ as appropriate, insert: **personal delivery, postal, facsimile and electronic mail addresses.** ]*

## Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: [ insert: **name** ]

Title: [ insert: **title** ]

Address: [ insert: **postal address** ]

Telephone: [ insert: **telephone** ]

In accordance with GCC Clause 6.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [ insert: **hourly fees** ]

Reimbursable Expenses: [ list: **reimbursables** ]

Pursuant to GCC Clause 6.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

### Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

*[ specify: **item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract.** Add additional pages as necessary. ]*

Item	Approved Subcontractors	Place of Registration





## Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 18.3, 26.2, and 33.1 (ITB Clauses 30.3, 38.2, and 45.1 in the two-stage SBD).

## **Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments**

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

## 6. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

### 6.1 PERFORMANCE SECURITY FORM (BANK/INSURANCE GUARANTEE)

\_\_\_\_\_  
*[insert: **Bank/Insurance Company's Name, and Address of Issuing Branch or Office**]*

**Beneficiary:** *[insert: **Name and Address of Purchaser**]*

**Date:** *[insert: **date**]*

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

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier**]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s) in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)**]* from the date of the Operational Acceptance Certificate for the System,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

\_\_\_\_\_  
*[Signature(s)]*

<sup>1</sup> *The bank/insurance company shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

<sup>2</sup> *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*



## 6.2 Advance Payment Security Form (Bank/Insurance Guarantee)

\_\_\_\_\_  
[insert: Bank/Insurance Company's Name, and Address of Issuing Branch or Office]

**Beneficiary:** [insert: **Name and Address of Purchaser**]

**Date:** [insert: **date**]

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

We have been informed that on [insert: **date of award**] you awarded Contract No. [insert: **Contract number**] for [insert: **title and/or brief description of the Contract**] (hereinafter called "the Contract") to [insert: **complete name of Supplier**] (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [insert: **amount in numbers and words, for each currency of the advance payment**] is to be made to the Supplier against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligations under the Contract because the Supplier used the advance payment for purposes other than toward the proper execution of the Contract.

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

For each payment after the advance payment, which you will make to the Supplier under this Contract, the maximum amount of this guarantee shall be reduced by the ninth part of such payment.<sup>1</sup> At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

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

\_\_\_\_\_  
[Signature(s)]

<sup>1</sup> This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 13.2.2 for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.

## 7. INSTALLATION AND ACCEPTANCE CERTIFICATES

### 7.1 INSTALLATION CERTIFICATE

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name and number of Contract** ]

To: [ insert: **name and address of Supplier** ]

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the *Tourism Authority* (hereinafter the “Purchaser”) dated [ insert: **date of Contract** ], relating to the [ insert: **brief description of the Information System** ], we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component): [ insert: **description** ]
2. Date of Installation: [ insert: **date** ]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: **“Project Manager”** or state **the title of a higher level authority in the Purchaser’s organization** ]

## 7.2 Operational Acceptance Certificate

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

To: [ insert: **name and address of Supplier** ]

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the *Tourism Authority* (hereinafter the “Purchaser”) dated [ insert: **date of Contract** ], relating to the [ insert: **brief description of the Information System** ], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [ insert: **description** ]
2. Date of Operational Acceptance: [ insert: **date** ]

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: **“Project Manager” or higher level authority in the Purchaser’s organization** ]

## 8. CHANGE ORDER PROCEDURES AND FORMS

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name or System or Subsystem and number of Contract** ]

### General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

### Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

### References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

### Annexes

- 8.1 Request for Change Proposal Form
- 8.2 Change Estimate Proposal Form
- 8.3 Estimate Acceptance Form
- 8.4 Change Proposal Form
- 8.5 Change Order Form
- 8.6 Application for Change Proposal Form

## 8.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name of System or Subsystem or number of Contract** ]

To: [ insert: **name of Supplier and address** ]

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [ insert: **number** ] days of the date of this letter.

1. Title of Change: [ insert: **title** ]
2. Request for Change No./Rev.: [ insert: **number** ]
3. Originator of Change: [ select **Purchaser / Supplier (by Application for Change Proposal)**, and add: **name of originator** ]
4. Brief Description of Change: [ insert: **description** ]
5. System (or Subsystem or major component affected by requested Change): [ insert: **description** ]
6. Technical documents and/or drawings for the request of Change:

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1<sup>st</sup> Floor, Victoria House, Corner Barracks & St Louis Streets, Port Louis, MAURITIUS

Tel: +230 203 1000

Hotline: 8910

WhatsApp: +230 5852 1098

Fax: +230 213 1738

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Document or Drawing No.                      Description

7. Detailed conditions or special requirements of the requested Change: [*insert: **description*** ]
8. Procedures to be followed:
- (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
  - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
  - (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
  - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
  - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [*state: “**Project Manager**” or **higher level authority in the Purchaser’s organization*** ]

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## 8.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

To: [ insert: **name of Purchaser and address** ]

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: [ insert: **title** ]
2. Request for Change No./Rev.: [ insert: **number** ]
3. Brief Description of Change (including proposed implementation approach): [ insert: **description** ]
4. Schedule Impact of Change (initial estimate): [ insert: **description** ]
5. Initial Cost Estimate for Implementing the Change: [ insert: **initial cost estimate** ]

6. Cost for Preparation of Change Proposal: [ insert: **cost in the currencies of the Contract** ], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state: **“Supplier’s Representative” or other higher level authority in the Supplier’s organization** ]



### 8.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

To: [ insert: **name of Supplier and address** ]

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [ insert: **title** ]
2. Request for Change No./Rev.: [ insert: **request number / revision** ]
3. Change Estimate Proposal No./Rev.: [ insert: **proposal number / revision** ]
4. Estimate Acceptance No./Rev.: [ insert: **estimate number / revision** ]
5. Brief Description of Change: [ insert: **description** ]
6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: **“Project Manager” or higher level authority in the Purchaser’s organization** ]

## 8.4 Change Proposal Form

(Supplier's Letterhead)

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

To: [ insert: **name of Purchaser and address** ]

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

In response to your Request for Change Proposal No. [ insert: **number** ], we hereby submit our proposal as follows:

1. Title of Change: [ insert: **name** ]
2. Change Proposal No./Rev.: [ insert: **proposal number/revision** ]
3. Originator of Change: [ select: **Purchaser / Supplier**; and add: **name** ]
4. Brief Description of Change: [ insert: **description** ]
5. Reasons for Change: [ insert: **reason** ]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [ insert: **description** ]

7. Technical documents and/or drawings for the requested Change:  
Document or Drawing No.      Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: *[ insert: **amount in currencies of Contract** ]*, as detailed below in the breakdown of prices, rates, and quantities.  
Total lump sum cost of the Change:  
  
Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: *[ insert: **amount in days / weeks** ]*
10. Effect on the Functional Guarantees: *[ insert: **description** ]*
11. Effect on the other terms and conditions of the Contract: *[ insert: **description** ]*
12. Validity of this Proposal: for a period of *[ insert: **number** ]* days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:  
(a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[ insert: **number** ]* days from your receipt of this Proposal.  
(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[ state: **“Supplier’s Representative” or other higher level authority in the Supplier’s organization** ]*

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## 8.5 Change Order Form

(Purchaser's Letterhead)

Date: [ insert: **date** ]

IFB: [ insert:  
**title and number of IFB** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

To: [ insert: **name of Supplier and address** ]

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. [ insert: **number** ], and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: [ insert: **name** ]
2. Request for Change No./Rev.: [ insert: **request number / revision** ]
3. Change Order No./Rev.: [ insert: **order number / revision** ]
4. Originator of Change: [ select: **Purchaser / Supplier**; and add: **name** ]
5. Authorized Price for the Change:  
Ref. No.: [ insert: **number** ]                      Date: [ insert: **date** ]

[ insert: **amount in foreign currency A** ] plus [ insert: **amount in foreign currency B** ]  
plus [ insert: **amount in foreign currency C** ] plus [ insert: **amount in local currency** ]

6. Adjustment of Time for Achieving Operational Acceptance: [ insert: **amount and description of adjustment** ]
7. Other effects, if any: [ state: **“none”** or insert **description** ]

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: **“Project Manager”** or **higher level authority in the Purchaser’s organization** ]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state **“Supplier’s Representative”** or **higher level authority in the Supplier’s organization** ]

## 8.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [ insert: **date** ]

IFB: [ insert: **title and number of IFB** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

To: [ insert: **name of Purchaser and address** ]

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: [ insert: **name** ]
2. Application for Change Proposal No./Rev.: [ insert: **number / revision** ] dated: [ insert: **date** ]
3. Brief Description of Change: [ insert: **description** ]
4. Reasons for Change: [ insert: **description** ]
5. Order of Magnitude Estimation: [ insert: **amount in currencies of the Contract** ]
6. Schedule Impact of Change: [ insert: **description** ]
7. Effect on Functional Guarantees, if any: [ insert: **description** ]

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8. Appendix: [ insert: **titles** (if any); otherwise state **“none”** ]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state: **“Supplier’s Representative”** or **higher level authority in the Supplier’s organization** ]