



**Ministry of Agro-Industry, Food Security, Blue
Economy and Fisheries**

Issued on: October 2025

for

**Recruitment of Microchipping service
providers for Animal Production Division
(APD)**

Procurement Reference No: MOAIFS/Q01/2025-2026/ONB

Ref: NCS/EPROC/SBD11-21

Table of Contents

Part I – Bidding Procedures.....	5
Section I. Instructions to Bidders	5
Section II. Bidding Data Sheet	26
Section III. Bidding Forms	31
Part II – Activity Schedule	39
Section IV. Activity Schedule	39
Section V. Scope of Service and Performance Specifications	42
Part III – Conditions of Contract and Contract Forms	46
Section VI. General Conditions of Contract	46
Section VII. Special Conditions of Contract	47
Section VIII. Contract Forms	Error! Bookmark not defined.

Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents are selected as applicable). A brief description of these documents is given below.

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

Section V. Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

PART III – *CONDITIONS OF CONTRACT AND CONTRACT FORMS*

Section VI. General Conditions of Contract (GCC)

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

Section VII. Special Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section VIII: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee, Performance Security, Letter of Acceptance and Contract.**

Part I – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General	7
1. Scope of Bid	7
2. Public Entities Related to Bidding Documents and to Challenge and Appeal	7
4. Corrupt or Fraudulent Practices	7
4. Eligible Bidders	9
5. Qualification of the Bidder	10
6. Conflict of Interest	12
7. Cost of Bidding	13
8. Site Visit/Pre-bid Meeting	13
B. Bidding Documents	13
9. Content of Bidding Documents	13
10. Clarification of Bidding Documents	14
11. Amendment of Bidding Documents	14
C. Preparation of Bids	14
12. Language of Bid	14
13. Documents Comprising the Bid	15
14. Bid Prices	15
15. Currencies of Bid and Payment	16
16. Bid Validity	16
17. Bid Security	16
18. Alternative Proposals by Bidders	18
19. Format and Signing of Bid	18
D. Submission of Bids	19
20. Sealing and Marking of Bids	19
21. Deadline for Submission of Bids	19
22. Late Bids	20
23. Modification and Withdrawal of Bids	20
E. Bid Opening and Evaluation	20
24. Bid Opening	20
25. Process to Be Confidential	21
26. Clarification of Bids	21
27. Examination of Bids and Determination of Responsiveness	21
28. Correction of Errors	22
29. Currency for Bid Evaluation	22
30. Evaluation and Comparison of Bids	22
31. Preference for Domestic Bidders	23

F. Award of Contract.....	24
32. Award Criteria.....	24
33. Employer’s Right to Accept any Bid and to Reject any or all Bids	24
34. Notification of Award and Signing of Agreement	24
35. Performance Security	24
36. Advance Payment and Security.....	25
37. Adjudicator	25
38. Debriefing.....	25

Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Public Body referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS and the SCC Clause 2.3**.
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(Employer), 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 evaluating 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. **Corrupt or Fraudulent Practices**
 - 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.
 - 3.2 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.
 - 3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) “corrupt practice”¹ 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”² 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”³ 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”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; 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.

3.4 The Public Body 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 Public Body 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

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

rejected.

4. Eligible Bidders

- 4.1 Subject to ITB 4.4, 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. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 4.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b) Bids from service providers 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*.
- 4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.
- 4.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:
 - (i) are legally and financially autonomous;
 - (ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualification of the Bidder

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

(b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.
- (c) total monetary value of Services performed for each of the last five years;
- (d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (e) list of major items of equipment proposed to carry out the

Contract;

- (f) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);
- (i) authority to the Employer to seek references from the Bidder's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria, **unless otherwise**

specified in the BDS:

- (a) a minimum average annual financial amount of work over the period **specified in the BDS**.
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. Conflict of Interest

- 6.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this

bid; or

- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

- | | |
|--------------------------------------|---|
| 7. Cost of Bidding | 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs. |
| 8. Site Visit/Pre-bid Meeting | 8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

(b) A pre-bid meeting shall be held if so indicated in the BDS to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents. |

B. Bidding Documents

- | | | | | | | | | | | | | | |
|--|---|-----------|-------------------------|------------|--------------------|-------------|---------------|------------|-------------------|-----------|---|------------|--------------------------------|
| 9. Content of Bidding Documents | 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

<table border="0" style="margin-left: 40px;"><tr><td>Section I</td><td>Instructions to Bidders</td></tr><tr><td>Section II</td><td>Bidding Data Sheet</td></tr><tr><td>Section III</td><td>Bidding Forms</td></tr><tr><td>Section IV</td><td>Activity Schedule</td></tr><tr><td>Section V</td><td>Scope of Service and Performance Specifications</td></tr><tr><td>Section VI</td><td>General Conditions of Contract</td></tr></table> | Section I | Instructions to Bidders | Section II | Bidding Data Sheet | Section III | Bidding Forms | Section IV | Activity Schedule | Section V | Scope of Service and Performance Specifications | Section VI | General Conditions of Contract |
| Section I | Instructions to Bidders | | | | | | | | | | | | |
| Section II | Bidding Data Sheet | | | | | | | | | | | | |
| Section III | Bidding Forms | | | | | | | | | | | | |
| Section IV | Activity Schedule | | | | | | | | | | | | |
| Section V | Scope of Service and Performance Specifications | | | | | | | | | | | | |
| Section VI | General Conditions of Contract | | | | | | | | | | | | |

Section VII Special Conditions of Contract

Section VIII Contract Forms

- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications 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. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days (*21 days for international bids*) prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, 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 the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Security or Bid Securing declaration (where applicable);
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to

the Contract.

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Republic of Mauritius, the prices shall be quoted in Mauritian Rupees; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Republic of Mauritius, the prices shall be quoted in up to any three hard currencies.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 17.3 The Bid Security shall be in the amount **specified in the BDS**

and denominated in Mauritian Rupees or a freely convertible currency, and shall:

- (a) be issued by a reputable overseas bank located in any eligible country or any commercial Bank/Insurance company operating in Mauritius selected by the Bidder
- (b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;
- (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

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. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these

Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

- 19.2 The original and all copies of the Bid 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, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids

by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

- 22. Late Bids** 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids** 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- 24. Bid Opening** 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications,

sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents,

- without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).
- 29. Currency for Bid Evaluation**
- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Mauritian Rupees at the selling rates on the closing date, established for similar transactions by the Bank of Mauritius.
- 30. Evaluation and Comparison of Bids**
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;

- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for
Domestic
Bidders**

31.1 Margin of Preference shall not be applicable.

F. Award of Contract

- | | |
|---|--|
| 32. Award Criteria | <p>32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.</p> <p>32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.</p> |
| 33. Employer’s Right to Accept any Bid and to Reject any or all Bids | <p>33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.</p> |
| 34. Notification of Award and Signing of Agreement | <p>34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract 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) and the Employer’s website, the results of the Bidding process.</p> <p>34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.</p> <p>34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.</p> |
| 35. Performance | <p>35.1 Within 21 days after receipt of the Letter of Acceptance, the</p> |

Security

successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank/Insurance company Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank/Insurance company Guarantee, it shall be issued either at the Bidder's option, by a commercial Bank/Insurance company located in the Republic of Mauritius or a foreign Bank/Insurance company through a correspondent commercial Bank/Insurance company located in the Republic of Mauritius.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

38. Debriefing

38.1 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.

Section II. Bidding Data Sheet

This section should be filled in by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids

A. General	
ITB 1.1	The Employer is Ministry of Agro-Industry, Food Security, Blue Economy and Fisheries (Agro-Industry & Food Security Division) The name and identification number of the Procurement is Procurement for Recruitment of Microchipping Service Providers for Animal Production Division (APD)
ITB 2.3	(a) Challenges shall be addressed to : The Senior Chief Executive Ministry of Agro-Industry, Food Security, Blue Economy and Fisheries (Agro-Industry & Food Security Division) (b) Application for Review shall be addressed to: The Chairman Independent Review Panel, 5th Floor, Belmont House Intendance Street, Port Louis, Mauritius. Tel: 260 2228 Email: irp@govmu.org
ITB 4.1	Bidding is limited to citizens of Mauritius or entities incorporated in Mauritius
ITB 5.2	Pre-qualifications “ <i>have not</i> ” been carried out.
ITB 5.3	The Qualification Information and Bidding forms to be submitted are as follows: A: Experience
ITB 5.3(b)	<i>(a) No written evidence is required.</i>
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: NONE
ITB 5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: NONE

ITB 5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last <i>[insert number]</i> years shall be <i>[1 to 2 times]</i> the annual contract amount payable to the selected bidder for the <i>[contract or part thereof, as applicable]</i> . NOT APPLICABLE
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years .
ITB 5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: • Personal Protective equipment such as gloves, boots, shoe covers, disposable coveralls, head caps and face mask; • Waste bags • Hand soap and sanitizers • Sprayer with disinfectant solution (e.g., Virkon) • Record pad • Pen • Animal markers • Spot wound treatment spray (e.g., Supona) • Any other material required for the performance of duties under this contract.
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: NOT APPLICABLE
ITB 5.6	Subcontractors' experience will <i>be</i> taken into account.
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be : ONE
C. Preparation of Bids	
ITB 13.1	The additional materials required to be completed and submitted are: NOT APPLICABLE

ITB 14.1	Local inputs shall be quoted in Mauritian Rupees
ITB 14.4	The Contract is not subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
ITB 17.1	(a) The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 17.3	The amount of Bid Security shall be. NOT APPLICABLE
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted. If permitted, the range of acceptable completion time is: Bidders shall complete their bid preparation and submit same on or before 28 November 2025 ,13.30 hours at latest.
ITB 18.4	Alternative technical solutions shall be permitted for the following parts of the Services: _____. If alternative technical solutions are permitted, the evaluation method will be as follows: Not applicable
D. Submission of Bids	
ITB 20.2	The Employer's address for the purpose of Bid submission is: The Senior Chief Executive Ministry of Agro Industry, Food Security, Blue Economy and Fisheries (Agro-Industry and Food Security Division) 9th floor, Renganaden Seeneevassen (Ex NPF) Building Cnr Jules Koenig & Maillard streets Port-Louis For identification of the bid the envelopes should indicate: Bid / Contract Number: MOAIFS/Q01/2025-2026/ONB
ITB 21.1	The deadline for submission of bids shall be: 28 November 2025 ,13.30 hours at latest.
E. Bid Opening and Evaluation	

ITB 24.1	Bids will be opened at 13.45 hours of the day 28 November 2025 at the following address: Conference Room, Ministry of Agro Industry, Food Security, Blue Economy and Fisheries (Agro-Industry and Food Security Division) 9th floor, Renganaden Seeneevassen (Ex NPF) Building Cnr Jules Koenig & Maillard streets Port-Louis	
ITB 30	Evaluation and Comparison of Bids:	
	Criteria	Marks
	Degree in agriculture, biology or another scientific subject	50
	Diploma in agriculture, biology or another scientific subject	45
	Degree/Diploma in non-scientific subject	40
	Higher School Certificate with more than 5 years’ experience in performing animal husbandry operations	40
	Higher School Certificate with less than 5 years’ experience in performing animal husbandry operations	35
	School Certificate with more than 5 years’ experience in performing animal husbandry operations	30
	School Certificate with less than 5 years’ experience in performing animal husbandry operations	25
	Grade 9 with more than five years’ experience in performing animal husbandry operations	20
	Access to vehicle (proof of ownership, lease or letter of authorisation)	50
	A minimum of 70 marks is required to be eligible. The eight highest-ranked applicants shall be considered for evaluation.	
F. Award of Contract		
ITB 35.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank/Insurance company Guarantee and for an amount of: NOT APPLICABLE	
ITB 36.1	The Advance Payment, where applicable, shall be of: NOT APPLICABLE	
ITB 37.1	The Adjudicator proposed by the Employer is: NOT APPLICABLE	

Section III. Bidding Forms

Table of Forms

Bid Submission Form32

Qualification Information36

Form of Bid Security (Bank/Insurance company Guarantee)Error! Bookmark not defined.

Bid Submission Form

The Bidder must prepare the Service Provider's Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.

Date: _____

Bidder's Reference No.: _____

Procurement Reference No.:.....

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) The total price of our Bid, after discounts offered in item (d) below is:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(i)		
(ii)		

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 16.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
- (h) We are not participating, as a Bidder in more than one bid in this bidding process.
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;

- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁵
- (k) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (m) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (n) 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

⁵ Use one of the two options as appropriate.

- (p) If awarded the contract, the person named below shall act as Contractor's Representative: _____

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to
sign the Bid for and on
behalf of: _____

Date: _____

Seal of Company _____

Appendix to Bid Submission Form

Bid Securing Declaration

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

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

- (a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the (*insert name of public body*) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-

Clause 4.2.

- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Part II – Activity Schedule

Currency of Bid: Mauritian Rupees (Rs)

Item no	Description	Unit of measure	Quantity	Rate in MUR (excl. VAT)	Amount for each item in Rupees (excluding VAT)
1	Successful Microchipping Service per Head on Cattle, Goat, Sheep and Pig for Year 1	Unit	1		
2	Successful Microchipping Service per Head on Cattle, Goat, Sheep and Pig for Year 2	Unit	1		
3	Successful Microchipping Service per Head on Cattle, Goat, Sheep and Pig for Year 3	Unit	1		
				Other additional costs	
				Subtotal	
<i>Enter 0% VAT rate if VAT exempt.</i>				VAT @ %	
				Total	

*All prices quoted shall be inclusive of all consumables and equipment to be used during the provision of the service as specified in the Scope of Services and Performance Specifications at Section V of the bidding document.

Priced Activity Schedule Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

Section IV. Activity Schedule

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Dayworks Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of Dayworks, to be priced by each Bidder at Dayworks rates as Bid. The rate to be entered by the Bidder against each basic Dayworks item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other Service Providers (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities,

attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

Section V. Scope of Service and Performance Specifications

(Describe Outputs and Performances, rather than Inputs, wherever possible)

1. SCOPE OF SERVICES

- 1.1 The purpose of this procurement is to recruit **eight** service-provider teams for the conduct of microchipping in cattle, goat, sheep and pigs under the direction of the Animal Production Division (APD) of the Ministry of Agro-Industry, Food Security, Blue Economy and Fisheries.
- 1.2 A service-provider team shall consist of a team leader and two animal handlers. The team leader shall be responsible for satisfying the performance requirements under this procurement.
- 1.3 Microchips shall be inserted according to the methodologies developed by the Animal Production Division. Officers of the Animal Production Division shall provide the necessary training to the service-providing team.
- 1.4 APD shall provide a schedule detailing the number of microchips to be undertaken, locations, and farmer names. The service-provider shall undertake the microchipping as per the schedule provided and within the time-frame specified.
- 1.5 The local herd size is approximately 3000 cattle, 22000 goats, 3000 sheep and 20000 pigs.

2. PERFORMANCE REQUIREMENTS

- 2.1 The service-provider is expected to undertake 200 successful microchippings per month or the number of microchippings provided in his schedule.
- 2.2 The service-provider shall effect verification (scanning) of the whole herd on the farm they visit and submit return to APD.
- 2.3 A successful microchipping is defined as a microchip which has been verified by scanning to be present in the animal by an officer of the APD approximately seven days after the date of insertion.
- 2.4 Only successful microchippings shall be remunerated.
- 2.5 No remuneration shall be effected in the following cases:
 - Microchips lost after insertion (i.e., upon verification, microchip is not found on animal)
 - Double microchipping (i.e., one animal is microchipped twice)
- 2.6 Cases of lost and double microchips shall not account for more than 5% of the total number of microchips undertaken in one month. Where it is so, the APD reserves the right to terminate the contract of the service-provider.
- 2.7 For every microchip inserted, appropriate, legible and correct records must be made in such form and manner as may be directed by the Principal Scientific Officer, Animal Production Division. Failure to produce the required records **within two working days** shall constitute grounds for termination of the contract.

- 2.8 Where an animal, scheduled for microchipping, cannot be microchipped for any given reason, the matter shall be reported to the APD forthwith and the corresponding microchips returned.

3. RESPONSIBILITIES OF THE SERVICE-PROVIDER

- 3.1 The service-provider shall be responsible for recruiting and remunerating animal handlers.
- 3.2 The service-provider shall be responsible for conveyance of his staff to and from the farms.
- 3.3 The service-provider shall ensure that biosecurity norms are respected in the conduct of microchipping including but not limited to the following:
- i. Sanitation of hands and tools before and after microchipping;
 - ii. Ensuring that boots are cleaned and sanitized prior to entering a farm
 - iii. Appropriate Personal Protective Equipment (PPE) are worn such as boots (heavy duty, steel-toe), gloves, disposable head covers, disposable shoe covers, lab/khaki overalls...etc.).
 - iv. Overalls, boots, and gloves shall be washed daily.
- 3.4 The service-provider shall ensure proper behaviour of his staff while visiting a farm. Staff are expected to be courteous at all times and all precautions shall be taken that there is no damage to farm property or injury to animals. Any misdemeanour reported may be grounds for termination of the contract.
- 3.5 The service-provider shall be responsible for the health and safety of staff while conducting any activity related to microchipping. A personal accident insurance cover providing coverage for at least Rs 300000 on accidental death or injury should be made available at the time of award for all staff performing microchipping.
- 3.6 The service-provider shall liaise with individual farmers to establish rendezvous and plan the execution of the schedule in such a way as to complete it within seven days (or within such other period defined by the Animal Production Division).
- 3.7 The service-provider shall ensure that animal welfare is respected and report any case where the animal was injured during the process of microchipping. Any case of mistreatment to an animal shall be referred to the appropriate authorities for prosecution and shall be grounds for termination of the contract.
- 3.8 The service-provider shall keep securely all microchips, readers, tablets and other equipment provided for the conduct of these duties. Loss of un-inserted microchips shall be grounds for termination of contract. Tablets and readers provided to the service-provider remain the property of the Animal Production Division. Any damage to them may be invoiced at current prices to the service-provider.
- 3.9 All equipment and microchips shall be returned to the Animal Production Division at the end of the contract period.
- 3.10 The service-provider shall keep all information obtained in the performance of these duties confidential.
- 3.11 The service provider shall acquire and provide to his staff the following equipment and consumables:

- Personal Protective equipment such as gloves, boots, shoe covers, disposable coveralls, head caps and face mask;
- Waste bags
- Hand soap and sanitizers
- Sprayer with disinfectant solution (e.g., Virkon)
- Record pad
- Pen
- Animal markers
- Spot wound treatment spray (e.g., Supona)
- Any other material required for the performance of duties under this contract.

4. RESPONSIBILITIES OF THE ANIMAL PRODUCTION DIVISION

- 4.1 APD shall receive requests for microchipping from farmers and plan the execution of microchipping at national-level. A weekly schedule of operations shall be given to the service provider for implementation. APD may allocate special schedules with longer or shorter time frames as well.
- 4.2 APD shall verify all microchipped animals and provide certification for payment to the service-provider on a monthly basis.
- 4.3 The following equipment and consumables shall be made available to the service-provider:
- Microchips in quantities specified in the schedule of microchipping;
 - One microchip scanner;
 - One tablet
 - One set of three uniforms and identification tags annually.

5. ELIGIBILITY REQUIREMENTS

- 5.1 The eligibility of applicants shall be assessed as per the following criteria:

Criteria	Marks
Degree in agriculture, biology or another scientific subject	50
Diploma in agriculture, biology or another scientific subject	45
Degree/Diploma in non-scientific subject	40
Higher School Certificate with more than 5 years' experience in performing animal husbandry operations	40
Higher School Certificate with less than 5 years' experience in performing animal husbandry operations	35
School Certificate with more than 5 years' experience in performing animal husbandry operations	30
School Certificate with less than 5 years' experience in performing animal husbandry operations	25
Grade 9 with more than five years' experience in performing animal husbandry operations	20
Access to vehicle (proof of ownership, lease or letter of authorisation)	50

5.2 A minimum of 70 marks is required to be eligible. The eight highest-ranked applicants shall be considered for evaluation.

6. TRAINING

6.1 The service provider is expected to follow training sessions to apprise himself of the procedures for microchipping and related matters.

6.2 Not attending the training course or part thereof shall be grounds for termination of the contract.

7. REPORTING

7.1 The service-provider shall report to the Principal Scientific Officer of the Animal Production Division, or such other officer that may be so delegated.

8. DURATION OF CONTRACT

1 year renewable for a further period of two years upon satisfactory service.

9. COMMENCEMENT

The service-provider shall submit insurance covers and proof of access to a vehicle, and shall report to the Principal Scientific Officer Animal Production Division within 21 days of the issue of the letter of acceptance. The date of reporting shall be the date of effective commencement of the contract.

10. PAYMENT TERMS

The service-provider shall be remunerated on a monthly basis for all successful microchips duly verified by APD staff conducted in the precedent month.

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) (Ref: NCS/RFQ-GCC14/.....)^{6*} for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below.

⁶ * Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

Section VII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is NOT APPLICABLE
1.1(d)	The contract name is Procurement for recruitment of microchipping service providers for Animal Production Division (APD)
1.1(g)	The Employer is Ministry of Agro-Industry, Food Security, Blue Economy and Fisheries (Agro-Industry & Food Security Division)
1.1(l)	The Member in Charge is Not APPLICABLE
1.1(o)	The Service Provider is.....
1.4	The addresses are: The Senior Chief Executive Ministry of Agro-Industry, Food Security, Blue Economy and Fisheries (Agro-Industry and Food Security Division) 9th floor, Renganaden Seeneevassen (Ex NPF) Building Cnr Jules Koenig & Maillard Streets Port-Louis Phone: 2102713 Fax: 2124427 Email: moa-pssecretariat@govmu.org Service Provider: _____ Attention: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: <u>Senior Chief Executive</u> Ministry of Agro-Industry, Food Security, Blue Economy and Fisheries (Agro-Industry and Food Security Division) For the Service Provider: _____

2.1	The date on which this Contract shall come into effect is as mentioned in the Letter of acceptance
2.2.2	The Intended Starting Date for the commencement of Services is as from of date of reporting to the Principal Scientific Officer of the Animal Production Division
2.3	The Intended Completion Date is 12 months from the intended commencement date of the contract. The contract is for an initial period of 12 months from the intended commencement date renewable for a further period of two years upon satisfactory service of the service Provider.
3.2.3	Activities prohibited after termination of this Contract are: NOT APPLICABLE
3.6	A personal accident insurance cover providing coverage for at least Rs 300,000.00 on accidental death or injury should be made available at the time of award for all staff performing microchipping.
3.7(d)	The other actions are NOT APPLICABLE
3.9	Restrictions on the use of documents prepared by the Service Provider are: _____
3.10.1	The liquidated damages rate is 1% per week. The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
3.10.3	The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is [<i>insert percentage</i>] The Defects Liability Period is: NOT APPLICABLE
5.1	The assistance and exemptions provided to the Service Provider are: NOT APPLICABLE
6.2(a)	The amount in local currency is NOT APPLICABLE
6.2(b)	The amount in foreign currency or currencies is NOT APPLICABLE
6.4	Payments shall be made according to the following schedule: The service-Provider shall be remunerated on a monthly basis for all successful microchips duly certified by APD staff conducted in the precedent

	month. The Public Body undertakes to effect payment within 21 working days from receipt of invoice after supply of the service items to the satisfaction of the Public Body, subject to the Service Provider submitting all required documents. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, payment will be effected within 14 working days.
6.5	The interest rate is NOT APPLICABLE
6.6.1	Price adjustment is not to be applied in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are <i>[The sum of the two coefficients A_c, B_c and C_c should be 1 (one) in the formula for each currency].:</i> (a) For local currency: A_L is <i>[insert value]</i> B_L is <i>[insert value]</i> C_L is <i>[insert value]</i> L_{mc} and L_{oc} are the index for Labor from <i>{insert source of Labor index}</i> I_{mc} and I_{oc} are the index for <i>[insert input]</i> from <i>[insert source]</i> (b) For foreign currency A_F is <i>[insert value]</i> B_F is <i>[insert value]</i> C_F is <i>[insert value]</i> L_{mc} and L_{oc} are the index for Labor from <i>{insert source of Labor index}</i> I_{mc} and I_{oc} are the index for <i>[insert input]</i> from <i>[insert source]</i>
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: <i>[insert]</i> The Defects Liability Period is: NOT APPLICABLE
8.2.3	The Adjudicator is <i>[insert name]</i> . who will be paid a rate of <i>[insert amount and currency]</i> per hour of work. The following reimbursable expenses are

	recognized: <i>[list expenses]</i>. <i>[insert "Not Applicable" if not applicable]</i> Notes: <i>(1) If the Service Provider is a citizen of or a firm incorporated in Mauritius and for small contracts insert ["Delete Clause 8.2. If the matter is not settled amicably by the parties the diligent party may submit the dispute for adjudication before the competent court of Mauritius."]</i> <i>(2) For larger contracts and contracts that are likely to be awarded to international contractors, insert ["Delete Clause 8.2. If the matter is not settled amicably the dispute shall be referred to:(choose as appropriate)</i> <i>either (a) Arbitration as per the Laws of Mauritius, or</i> <i>(b) an international Institution(insert name and place).]</i> NOT APPLICABLE
8.2.4	The arbitration procedures of the following institutions will be used: <i>[choose any one of the two options as appropriate]:</i> <i>(a) Arbitration in Mauritius:</i> <i>Following notice of intention to 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".</i> <i>or</i> <i>(b) Procedures of an international institution such as UNICITRAL (the United Nations Commission on International Trade Law), ICSID (the International Centre for Settlement of Investment Disputes) or the ICC (the international Chamber of Commerce). The Appointing Authority shall be an independent professional or an official of such institution mutually agreed by the two parties. NOT APPLICABLE</i>
8.2.5	The designated Appointing Authority for a new Adjudicator is <i>[insert name of Authority]</i>. NOT APPLICABLE

