

OPEN UNIVERSITY OF MAURITIUS

Réduit, Republic of Mauritius
Tel: (230)403 8200 Fax: (230) 464 8854



BIDDING DOCUMENTS
Issued on: 26 May 2023
for

Procurement of a Student Information Management System (SIMS) Software for the Open University of Mauritius

Open Advertised Bidding (National)

Procurement Reference No: OU/OAB/10/22-23

Project: Procurement of a Student Information Management System (SIMS) Software

Purchaser: Open University of Mauritius

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open Advertised Bidding (open for local and overseas suppliers) are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 Unless otherwise stated in the **BDS**, this procurement shall be financed by the Public Body’s own budgetary allocation.
3. **Public Entities Related to Bidding Documents and to Challenge and Appeal**
 - 3.1 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 document, 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.)
 - 3.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. 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.
 - 3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**.

4. Fraud and Corruption

4.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the Government of the Republic of Mauritius:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” 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;³
- (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ 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 the Purchaser’s investigation into allegations of a

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² “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.

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

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 4.2 below.
- (b) 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; and
 - (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also 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
- 4.5 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

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Purchaser.

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.

5. Eligible Bidders

- 5.1 (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, may have the nationality of any country. 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 suppliers for any part of the Contract including Related Services.
- (b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (i) all parties to the JV shall be jointly and severally liable; and
 - (ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses 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.
- 5.2 A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Bid; or
 - (d) 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 Purchaser 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 it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, 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 goods and services that are the subject of the bid.
- 5.3 (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 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*

- 5.4 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.
- 5.5 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.
- 5.6 Bidders shall provide such evidence of their continued

eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

- 6. Eligible Goods and Related Services**
- 6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.
- 6.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, industrial plants and “related services” which include services such as insurance, installation, training, and initial maintenance.
- 6.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

- 7. Sections of Bidding Documents**
- 7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 7.2 The Invitation for Bids issued by the Purchaser is not part of the

Bidding Documents.

- 7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

8. Clarification of Bidding Documents

- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline set for submission of bids. The Purchaser shall respond to such request at latest 7 days prior to the deadline for submission of bids and forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

C. Preparation of Bids

10. Cost of Bidding

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

11. Language of Bid

- 11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they

are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

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

**12. Documents
Comprising
the Bid**

12.1 The Bid shall comprise the following:

- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
- (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS.**
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted, and
- (h) any other document **required in the BDS.**

**13. Bid
Submission
Form and
Price
Schedules**

13.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alteration to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**14. Alternative
Bids**

14.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

15. Bid Prices

15.1 The prices and discounts quoted by the Bidder in the Bid

**and
Discounts**

Submission Form and in the Price Schedules, shall conform to the requirements specified below.

- 15.2 All lots and items must be listed and priced separately in the Price Schedules.
- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.
- 15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
 - (a) For Goods offered from within Mauritius :
 - (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
 - (ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
 - (b) For Goods offered from outside Mauritius :
 - (i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in the Mauritius, as specified in the **BDS**;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**;
 - (iii) the total price for the item.
 - (c) For Related Services whenever such Related Services are

specified in the Schedule of Requirements:

- (i) the local currency cost component of each item comprising the Related Services; and
- (ii) the foreign currency cost component of each item comprising the Related Services,

inclusive of custom duties and VAT, payable on the Related Services, if the Contract is awarded to the Bidder.

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account in respect of changes in production cost, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.

16. Currencies of Bid

16.1 The Bidder shall quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in Mauritian Rupees, unless otherwise specified in the **BDS**.

16.2 The Bidder may express the bid price in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Mauritian Rupees.

16.3 Local Bidders shall quote only in Mauritian Rupees **as specified in the BDS**.

17. Documents Establishing the Eligibility of

17.1 To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms.

the Bidder

- 18. Documents Establishing the Eligibility of the Goods and Related Services**
- 18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 19. Documents Establishing the Conformity of the Goods and Related Services**
- 19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 20. Documents Establishing the Qualifications of the Bidder**
- 20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:
- (a) if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in

Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius;

- (b) if **required in the BDS**, in 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 equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

21. Period of Validity of Bids

- 21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.
- 21.3 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 shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

22. Bid Security

- 22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 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 in the form of a bank guarantee from a reputable overseas bank, or
- (b) be issued by a commercial bank or insurance company operating in Mauritius.
- (c) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;

22.4 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 22.1, shall be rejected by the Purchaser as nonresponsive.

22.5 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 45.

22.6 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 21.2; 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: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (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 mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

22.8 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 21.2;
- (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: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44.

the bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time.

**23. Format and
Signing of
Bid**

- 23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

**24. Submission,
Sealing and
Marking of
Bids**

- 24.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
- 24.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**, and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.
- 24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 25. Deadline for Submission of Bids**
- 25.1 Bids must be received by the Purchaser at the address and not later than the date and time **specified in the BDS**.
- 25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 26. Late Bids**
- 26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 27. Withdrawal, Substitution, and Modification of Bids**
- 27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or

“MODIFICATION;” and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.

27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

28. Bid Opening 28.1 The Purchaser shall conduct the bid opening in the presence of the Bidders’ representatives who choose to attend at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 24.1 shall be as **specified in the BDS**.

28.2 First, envelopes marked “WITHDRAWAL” 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 “SUBSTITUTION” 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 “MODIFICATION” 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 envelopes that are opened and read out at Bid opening shall be considered further.

28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late

bids, in accordance with ITB 26.1.

- 28.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and the effect of the record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted on line when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- | | |
|-----------------------------------|---|
| 29. Confidentiality | <p>29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>29.3 Notwithstanding ITB Sub-Clause 29.2, 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 bidding process, it should do so in writing.</p> |
| 30. Clarification of Bids | <p>30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.</p> |
| 31. Responsiveness of Bids | <p>31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.</p> <p>31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents</p> |

without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Errors, and Omissions

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

32.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial nonconformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) 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; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the

amount in figures shall prevail subject to (a) and (b) above.

- 33. Preliminary Examination of Bids**
- 33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 13.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.
- 34. Examination of Terms and Conditions; Technical Evaluation**
- 34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
- 35. Conversion to Single Currency**
- 35.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by **Central Bank of Mauritius** and on the date **specified in the BDS**.
- 36. Margin of Preference**
- 36.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 37. Evaluation of Bids**
- 37.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 37.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 37. No other

criteria or methodology shall be permitted.

37.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation to be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 15;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.

37.4 (a) The Purchaser's evaluation of a bid will take into account:

- (i) in the case of Goods offered from within Mauritius, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;
- (ii) in the case of Goods offered from outside Mauritius, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and
- (iii) transport and other costs for the goods to reach its final destination.

(b) The Purchaser's evaluation of a bid will **not** take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

37.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 37.3 (d).

37.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more

than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

- 38. Comparison of Bids** 38.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.
- 39. Post-qualification of the Bidder**
- 39.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.
- 40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 41. Award Criteria** 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of** 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding

- Award Documents.**
- 43. Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity, 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 Challenge and Appeal the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion 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 Purchaser shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
 - (ii) an executive summary of the Bid Evaluation Report
- 43.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.
- 44. Signing of Contract**
- 44.1 Promptly after issue of letter of acceptance, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 44.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 45. Performanc**
- 45.1 Within twenty eight (28) days of the receipt of letter of

e Security

Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.4.

45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

46. Debriefing

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

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: The Open University of Mauritius
ITB 1.1	<p>The name of the Procurement is: Procurement of a Student Information Management System (SIMS) Software for the Open University of Mauritius The Public Body's Reference No is: OU/OAB/10/22-23</p> <p>The Invitation for Bids has been issued through an Open national bidding procedure, restricted to eligible and qualified local bidders, citizens of Mauritius or entities incorporated in Mauritius only.</p>
ITB 3.3	<p>(a) The address to file challenge in respect of this procurement is: The Director-General Open University of Mauritius REDUIT, Republic of Mauritius Phone no: (+230) 403 8200 Fax no: (+230) 464 8854</p> <p>(b) The address to file application for review is: The Chairman Independent Review Panel, 9th Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : 201 3921 Fax No : 201 3920</p>
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Mauritius is available at ppo.govmu.org</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr.</p>
	B. Contents of Bidding Documents
ITB 8.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is:

	<p>The Director-General Through Secretary, Departmental Bid Committee Address: Open University of Mauritius, Réduit 80835 Telephone: 403 8200 Facsimile number: 464 8854 Electronic mail address: confidential@open.ac.mu</p>
ITB 8.1	<p>Request for Clarification should reach the Purchaser not later than 14 days, prior to the closing date for submission of bids. The Purchaser will respond to any request for clarification received, 7 days prior to the deadline for submission of bids.</p>
	<p>C. Preparation of Bids</p>
ITB 12.1 (c)	<p>(a) No written evidence is required. (b) 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 5.1, 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. (c) Where there is an international joint venture, the Lead partner shall be the local entity.</p>
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents as evidence of satisfactory performance:</p> <p>(i) Signed testimonials or UAT Contracts from ten (10) universities located in at least five (5) different countries where the bidder or one of the partners of a joint venture has developed and implemented a student information system;</p> <p>(ii) The name and full contact details of one person at each of the ten (10) universities, to be given as per ITB 12.1 (h) (i), so that Open University of Mauritius (OU) can contact them. The bidder must have secured prior permission from the persons. The onus to inform these persons that OU may contact them rests on the bidder.</p> <p>Screenshots and comments extracted from a webpage written by person who have not been contacted by the bidder or a partner of a joint venture will NOT be accepted as testimonials or UAT Contracts.</p> <p>Non-submission of signed testimonials or UAT Contracts, and full details</p>

	of the person as per ITB 12.1 (h) (i) and (ii) will lead to the elimination of the bid. The Purchaser, reserves the, right to query, the referenced, customer and any misinformation from the Bidder may lead to debarment.
ITB 14.1	Alternative Bids shall not be considered.
ITB 15.5	The Incoterms edition is: Incoterms 2010.
TB 15.6	Bids for imported goods shall be in Mauritian Rupees on Delivered Duty Paid (DDP) basis with delivery to Open University's warehouse -the prices should be inclusive of all duties and taxes.
ITB 15.7	The prices (firm & fixed) quoted by the Bidder shall not be adjustable during the contract period.
ITB 16.1	The Bidder is required to quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.3	Local bidders shall quote only in Mauritian Rupees on the basis of prices not adjustable to rate of exchange
ITB 20.1 (a)	Manufacturer's authorization is required
ITB 20.1 (b)	After sales service is required
ITB 21.1	The bid validity period shall be one hundred and eighty (180) days.
ITB 22.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 22.8	If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Mauritius for a period of time (not exceeding 5 years) to be determined by the Procurement Policy Office.
ITB 23.1	In addition to the original of the bid, the number of copies is: Two hard copies. The copies should be identical to the original
	D. Submission and Opening of Bids
ITB 24.1	Bidders shall not have the option of submitting their bids electronically.
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: (a) the name and address of bidder; (b) the name and address of purchaser;

	<p>(c) the name and identification number of the OAB(National); and</p> <p>(d) the closing time and date.</p>
ITB 25.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Address: The Chairperson Departmental Bid Committee Open University of Mauritius REDUIT</p> <p>Floor-Room number: 3rd Floor, North Wing City: Réduit 80835 Country: Republic of Mauritius</p> <p>The deadline for the submission of bids is:</p> <p>Date: Monday 26 June 2023</p> <p>Time: 13.30 hours (at latest) Local Time - Mauritius</p>
ITB 28.1	<p>The bid opening shall take place at:</p> <p>Open University of Mauritius Street Address: Royal Road Floor/ Room number: Committee Room, 3rd Floor- North Wing City: Réduit 80835 Country: Republic of Mauritius</p> <p>Date: Monday 26 June 2023</p> <p>Time: 13.30 hours Local Time - Mauritius</p>
	E. Evaluation and Comparison of Bids
ITB 35.1	For evaluation and comparison purposes, there will be no conversion to single currency, since the quoted price shall be fixed Mauritian Rupees
ITB 36.1	Margin of preference shall not be applicable
ITB 37.3(a)	Evaluation will be done for the whole project regarding respective item as a complete System Solution.

ITB 37.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) deviation in Delivery schedule: No. (b) deviation in payment schedule: No. (c) the cost of major replacement components, mandatory spare parts, and service: No. (d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid: No. (e) the projected operating and maintenance costs during the life of the equipment: No. (f) the performance and productivity of the equipment offered: No. (g) Bidders submitting a proposal for the SIMS must make a presentation of their product focusing on all the desired features. They must also explain how they plan to deploy the SIMS (h) The presentation, that should not last more than three hours, will be used to assess the submissions. This time includes questions and answers session.
	F. Award of Contract
ITB 42.1	The maximum percentage by which quantities may be increased or decreased is: 10 %.

Section III. Evaluation and Qualification Criteria

Contents

1. Evaluation Criteria (ITB 37.3 (d))
2. Multiple Contracts (ITB 37.6)
3. Post qualification Requirements (ITB 39.2)

1. Evaluation Criteria (ITB 37.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in ITB Sub-Clause 37.3(d) and in BDS referring to ITB 37.3(d), using the following criteria and methodologies.

- (a) **Delivery schedule:** The Goods specified in the List of Goods are required to be delivered within **ten months** and as per Incoterms specified in the BDS
Bidders will also submit a work plan (**not exceeding ten months**) describing, among other things, the methods to carry out overall management and coordination responsibilities if awarded the contract; and the human and other resources the Bidders propose to use. The plan should include a detailed implementation schedule in Gantt chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the contract.
Mention should be made of the number of person months employed for the completion of the contract.
- (b) Deviation in payment schedule – Not Applicable
- (c) Cost of major replacement components, mandatory spare parts, and service – No Adjustment
- (d) Availability in Mauritius of spare parts and after sales services for equipment offered in the bid – No Adjustment
- (e) Projected operating and maintenance costs – No Adjustment
- (f) Performance and productivity of the equipment – No Adjustment
- (g) **Specific additional criteria:** All responsive bidders will have to make a presentation of the project proposal and shall be assessed through a marking system as per marking sheet at page 35. Bidders who do not have a prototype to demonstrate during the presentation will have to explain and elaborate how and the methodologies that they will use to implement the software. The pass mark for the Evaluation shall be 90 % per item except for mandatory items which should be 100% and only those bids having scored at least the pass marks shall be retained for further evaluation. Bids having scored less than the pass marks shall not be considered for further evaluation.

2. Multiple Contracts (ITB 37.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 39.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot; and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

3. Post-qualification Requirements (ITB 39.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 39.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause

39, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): At least last three financial years (Year 2019 up to Year 2021), out of which the first two years should be audited accounts and in which the bidders should show turnover equivalent to at least the bid value of SIMS project. In case of joint ventures, it is sufficient that one of the partners furnish the documentary evidence.

(b) **Qualification requirements:**

The Bidder or one of the partners of a joint venture SHOULD have developed and implemented a student information management system in ten (10) universities located in at least five (5) different countries (each country must have at least one university where the software has been developed and implemented). This should be supported by written signed testimonials or UAT Contracts and full contact details of a person from each of the ten universities as evidence of satisfactory performance.

For 'Off the Shelf software': the bidder or one of the partners of a joint venture must have supplied and customised the product in ten (10) universities located in at least five (5) different countries (each country must have at least one university where the software has been supplied). This should be supported by written signed testimonials or UAT Contracts and full contact details of a person from each of the ten universities as evidence of satisfactory performance. The Bidder should be the holder of a valid certificate as an authorised dealer.

Screenshots and comments extracted from a webpage written by person who have not been contacted by the bidder or a partner of a joint venture will NOT be accepted as testimonials or UAT Contracts

(c) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

(i) **For 'Off the Shelf' student information Management system:**

a qualified team of experts with at least five years of experience in implementing and customising the **student information management system**, training the users, and providing after sales service in at least three universities.

(ii) **For software developed by supplier's own developers:**

at least two degree holders in ICT-related fields with at least five years experience in development of student information management system in at least three universities.

Details of personnel proposed should be as per Annex 2 of Section III.

Evaluation Criteria for presentation of the project - SIMS

Bidders will further be evaluated through a presentation of the project as per the table below. Bidders who do not have a prototype to demonstrate during the presentation will have to explain the methodologies that they will use to implement the software. The **pass mark** for the evaluation shall be **90% per item except for mandatory items which should be 100%**. Those failing to score the minimum marks shall **not be considered** for further evaluation.

Item No	Scope of Service and Performance Specifications Required	%Weighting
1.	GENERAL CONDITION (MANDATORY)	10
2.	CAMPAIGNS & ENQUIRY MANAGEMENT	3
3.	REGISTRATION MANAGEMENT	10
4.	APPLICATION FEE PROCESSING	5
5.	OFFER OF SEAT	3
6.	MODULE MANAGEMENT	12
7.	PROGRAMMES & COURSES MANAGEMENT	3
8.	PAYMENT CONFIRMATIONS	5
9.	MESSAGING & NOTIFICATION SYSTEM	3
10.	EXAMINATIONS MANAGEMENT	12
11.	GRADUATION/COMPLETION	2
12.	LEARNER ACCESS INTERFACE	7
13.	DATA MIGRATION (MANDATORY)	5
14.	SYSTEM REPORTING	5
15.	TRAINING and SUPPORT (MANDATORY)	5
16.	TECHNICAL/SYSTEM REQUIREMENTS (MANDATORY)	5
17.	SERVICE LEVEL AGREEMENT (SLA) (MANDATORY)	5
	Total	100%

IMPORTANT: It is essential for the presentation to comprise detailed information on the requirements listed in marking sheet (above). Non-presentation of these information or submission of incomplete information could prove to be detrimental to the Bidder's proposal in the evaluation and marks allocation of its presentation. The Bidder shall therefore structure the presentation of its proposal accordingly

Terminology

- “SIS” or “SIMS”: Student Information Management System. For the purpose of this bid, SIS and SIMS have the same meaning
- Open University of Mauritius is referred to as OU or OUM
- “University” also includes tertiary/higher education institutions
- “Programme” refers to programme of studies offered by OU e.g. MBA, MPH, BA (Hons) English, Writing skills, ... The detailed programme document is available on website of OU.
- “Modules” refer to the components of the programme. For example, “Quantitative Methods” is a module of the MBA programme. Each programme consists of a set of modules usually classified as core and electives. While most modules can be completed in a semester, others (e.g., dissertation) must be completed over two semesters. Each module can be assessed by one or more assignments, and/or one or more tests, and/or end-of-semester exams.
- “Defer”: students can defer one or more modules for the next semester provided that the student is studying at least three modules.
- “Resit”: students who fail a module can resit the module. If they also fail the resit, they can resit once more. Students fail the two resits must apply to OU to take the module again.
- “Applicants” refer to people who have submitted an application form to study a programme at OU.
- “Students” refer to successful applicants who have been offered a seat and who have registered for the semester modules.
- “Fee”: applicants must pay a non-refundable application fee when submitting their application. Students pay fees for each module they register. All the fees to be paid by the students (e.g. resit, special exams,...) are available on OUM’s website.
- “myT Money”: online mode of payment for Mauritians only serviced by Mauritius Telecom.

GENERAL REQUIREMENTS

1. A company profile of the Bidder as well as a list of the technical support staff and their respective qualifications and experience should be provided. In this respect, Bidders are required to submit information on reference sites and staff profiles as per formats below:

Experience of Bidder & support staff. (Bidders should mandatorily submit all information on customer reference sites & staff profiles as per Tables for Reference sites & Profiles of Technical Support Staff. Incomplete or non-submission may entail rejection of proposal).			
Reference Sites	Required	Compliance of Specification Offered	Details of non-compliance if applicable
No. of sites where the Bidder has successfully installed a similar solution.	<p>The Bidder or one of the partners of a joint venture SHOULD have developed and implemented a student information system in ten (10) universities located in at least five (5) different countries (each country must have at least one university where the software has been developed and implemented). This should be supported by written signed testimonials or UAT Contracts and full contact details of a person from each of the ten universities as evidence of satisfactory performance.</p> <p>For 'Off the Shelf software': the bidder or one of the partners of a joint venture must have supplied and customised the product in ten (10) universities located in at least five (5) different countries (each country must have at least one university where the software has been supplied). This should be supported by signed testimonials or UAT Contracts and full contact details of a person from each of the ten universities as evidence of satisfactory performance. The Bidder should be the holder of a valid certificate as an authorised dealer.</p> <p>Screenshots and comments extracted from a webpage written by person who have not been contacted by the bidder or a partner of a joint venture will NOT be accepted as testimonials or UAT Contracts</p> <p>Non-submission of signed testimonials or UAT Contracts, and full details of the</p>		

Experience of Bidder & support staff. (Bidders should mandatorily submit all information on customer reference sites & staff profiles as per Tables for Reference sites & Profiles of Technical Support Staff. Incomplete or non-submission may entail rejection of proposal).

	person will lead to the elimination of the bid.		
Support Staff Qualifications & Experience			
No. of technical staff (Same number of technical staff should be available during implementation stage)	<p><u>For ‘Off the Shelf’ student information management system:</u> a qualified team of experts with at least five years of experience in implementing and customising the student information management system, training the users, and providing after sales service in at least three universities.</p> <p><u>For software developed by supplier’s own developers:</u> at least two degree holders in ICT-related fields with at least five years experience in development and implementation of the student information management system in at least three universities.</p> <p>CVs should be submitted. In case of non-submission of CVs, staff may not be considered.</p>		
Number of resources to be deployed on full time basis during User Acceptance Test (UAT).	Yes, please specify number of resources to be deployed during UAT.		

Annex 1 of Section III

2. The “Tables for Reference sites & Profiles of Technical Support Staff” should be completed. Non-submission or incomplete table will entail elimination.

Table for Reference sites & Profiles of Technical Support Staff

1. Reference Sites

Name and full address of the ten (10) <u>universities</u> Telephone, Fax	Name of contact person at each of the ten universities including email and telephone.	Describe briefly (not more than 100 words) the student information management system that the bidder or one of the partners of a joint venture implemented at the university. State if it was developed or it was customised.	Date of Implementation		Signed testimonials or UAT Contracts Submitted State YES or NO. Screenshots and links to comments extracted from a webpage written by person who has not been contacted by the bidder or a partner of a joint venture will NOT be accepted as testimonials or UAT Contracts. Prior consent must be secured as OU may contact them. Submit signed testimonials or UAT Contracts in an Annex to item 1.1.
			Month	Year	

Important: Bidders shall fill in and sign the signature block below

NAME:	POSITION:	SIGNATURE:	DATE:
NAME OF COMPANY:	ADDRESS:		

Annex 2 of Section III

2. Technical Staff Profiles

Person		Qualifications			Experience			Date of appointment		Technical Skills	Maturity (months) for each skill
Name	Designation	Date	Institution	Qualifications	Name of Company/ Employer	Duration (years)	Nature of work	Month	Year		

Important: Bidders shall fill in and sign the signature block below

NAME:	POSITION:	SIGNATURE:	DATE:
NAME OF COMPANY:	ADDRESS:		

Section IV. Bidding Forms

Table of Forms

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Joint Venture Partner Information Form	43
Bid Submission Form	44
Price Schedule	50
Manufacturer's Authorization	52

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement No.: *[insert reference number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1. <input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement No.: *[insert reference number of bidding process]*

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
<p>6. JV's Party Authorized Representative</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.</p>

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
 Procurement Ref. No.: *[insert reference number of bidding process]*
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addendum];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services :

Item : Development, Supply, Installation and Commissioning of a Student Information Management System (SIMS) Software

- (c) The total price of our Bid **(DDP) inclusive of VAT** excluding any discounts offered in item (d) below, is (Bidder should show cost per item and total price below) :

• **Mauritian Rupees:**

ITEM : _____

TOTAL PRICE: _____

(Rs.....)
[insert the total bid price in words and figures];

- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____
[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, 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 undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries_____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) 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.
- (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 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.

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

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Appendix to Bid Submission Form***Bid Securing Declaration**

By subscribing to the undertaking in respect of paragraph (l) 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.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule (cont'd)

**ITEM : PROCUREMENT OF A STUDENT INFORMATION
MANAGEMENT SYSTEM (SIMS) SOFTWARE**

Price Schedule

Procurement of a Student Information Management System (SIMS) Software
Procurement Ref No: OU/OAB/10/22-23

INSTRUCTIONS TO THE PUBLIC BODY					INSTRUCTIONS TO BIDDERS								
At time of preparation of the RFQ, Columns A to E shall be filled in by the Public Body.					Bidders shall fill-in columns F, G & H and fill the total F= mark with a *if an equivalent is quoted G= Rate per unit H=Total price for one item (D x G) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification. Bidders shall fill in and sign the bottom section of this page • Firm & Fixed Prices to be in Mauritian Rupees								
A	B			D	E	F	G	H	I				
Item no.	Description of Goods			Quantity required	Unit of measures	*	Price per unit Rs ¹	Total price without VAT Rs	VAT @ ... % Rs				
1.	Development, Supply, Installation and Commissioning of a Student Information Management System (SIMS) Software for the Open University of Mauritius as per Schedule of Requirements:												
1.1	Total Cost of Software (including all associated costs like licenses) for all the six years with year 1 starting as from successful commissioning			1	Lot								
1.2	Training Cost			1	Lot								
Total for Items 1.1 & 1.2													
Note: Year 1 (one) starts from the date of successful commissioning of the software													
1.3	Service Level Agreement including Licenses, if any and all-inclusive for six (6) years												
1.3.1	1 st Year after commissioning & acceptance			1	Year		Warranty Free						
1.3.2	2 nd Consecutive year			1	Year								
1.3.3	3 rd Consecutive year			1	Year								
1.3.4	4 th Consecutive year			1	Year								
1.3.5	5 th Consecutive year			1	Year								
1.3.6	6 th Consecutive year			1	Year								
Total for item 1.3													
Grand Total Items 1.1+1.2+1.3													
1.4	License Cost (all-inclusive) for 11,000 users for year 1 to year 6												
Details		Year 1 (Rs)		Year 2 (Rs)		Year 3 (Rs)		Year 4 (Rs)		Year 5(Rs)		Year 6(Rs)	
		Cost	VAT @ ... %	Cost	VAT @ ... %	Cost	VAT @ ... %	Cost	VAT @ ... %	Cost	VAT @ ... %	Cost	VAT @ ... %
License	
Total Amount (Item 1.4 (Year 1 to Year 6)): Rs.....							VAT: Rs						
Grand Total Item 1 (items 1.1+1.2+1.3+1.4): Rs.....							VAT: Rs.....						

Important: Bidders shall fill in and sign the signature block below

NAME:	POSITION:.....	SIGNATURE :.....	DATE:.....
NAME OF COMPANY:.....		ADDRESS:.....	

Item: Procurement of a Student Information Management System (SIMS) Software

Procurement Ref No: OU/OAB/10/22-23

1.4 (cont'd)	License Cost (all-inclusive) (cont'd)														
	Details	Firm & Fixed Prices to be in Mauritian Rupees													
		Year 1 (Rs)		Year 2 (Rs)		Year 3 (Rs)		Year 4 (Rs)		Year 5 (Rs)		Year 6 (Rs)			
	Cost	VAT @ %	Cost	VAT @ %	Cost	VAT @ %	Cost	VAT @ %	Cost	VAT @ %	Cost	VAT @ %	Cost	VAT @ %	
1.4.2	License Cost (all-inclusive) in case of any increase above 11,000 users for year 1 to year 6:														
1.4.2.1	0 – 10 %	FREE		.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.4.2.2	11 – 20 %			.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.4.2.3	21 – 30 %			.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.4.2.4	31 – 40%			.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.4.2.5	41 – 50%			.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

Important: Bidders shall fill in and sign the signature block below

NAME:	POSITION:.....	SIGNATURE :.....	DATE:.....
NAME OF COMPANY:		ADDRESS:.....	

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 – Supply Requirements

Section V. Schedule of Requirements

Contents

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2. List of Related Services and Completion Schedule Not Applicable	56
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3. Specifications and Compliance Sheet	60
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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
1	Development, Supply, Installation and Commissioning of a Student Information Management System (SIMS) Software	1	Lot	Open University of Mauritius, Réduit	Within ten (10) months from award of contract		Within ten (10) months from award of contract

2. List of Related Services and Completion Schedule (NOT APPLICABLE)

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
NOT APPLICABLE					

1. If applicable

Section V

Schedule of Requirements

PROCUREMENT OF A STUDENT INFORMATION MANAGEMENT SYSTEM (SIMS) SOFTWARE

DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF A STUDENT INFORMATION MANAGEMENT SYSTEM (SIMS) SOFTWARE FOR THE OPEN UNIVERSITY OF MAURITIUS

System Overview

The Open University of Mauritius (OU) is one of the leading public universities in Mauritius with a recent growth of over 30% in student enrolment. OU focuses on enhancing access to quality education with great flexibility through Open and Distance Learning (ODL). To further enhance the learning experience and academic journey of its learners, the university has recently procured a new Learning Management System (LMS) that includes a comprehensive set of advanced synchronous and asynchronous learning tools.

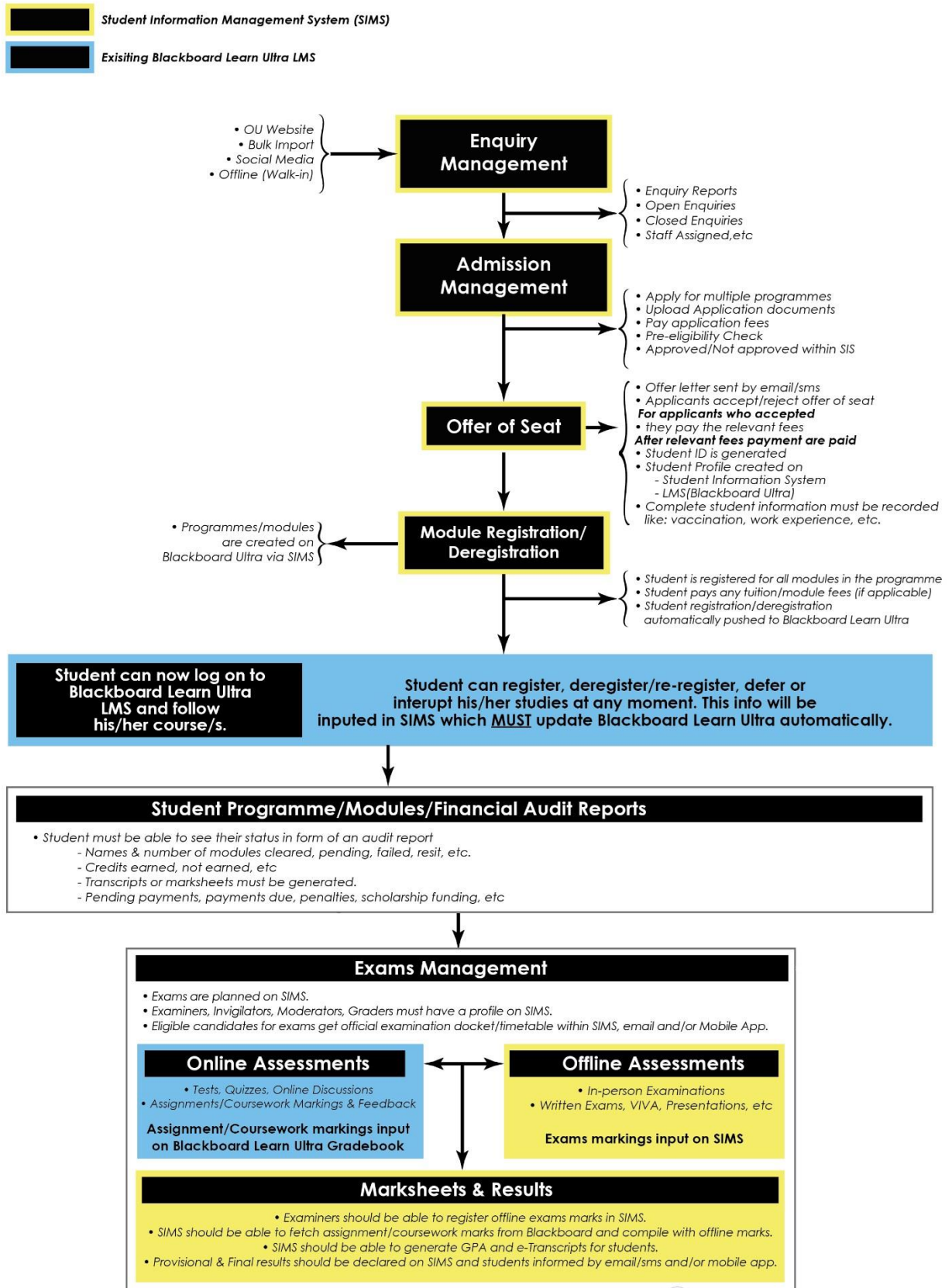
Following the same line of the EdTech expansion, the university now seeks to procure a Student Information Management System (SIMS) that will help to register and manage the learner's administrative journey which may start from a simple enquiry, going through the registration process, enrolling on the LMS, getting their semester and yearly results up to their graduation. The aim of the SIMS is to allow those wishing to study at OU to apply without any hassle as well as allow registered learners to manage their learning and have full control on the modules they have completed/yet to complete, apply for exemptions and make other requests to OU, view/print marks and grades obtained for each module, view and print transcript, and be alerted on time to avoid any incident.

The SIMS solution must be SaaS-based and must be fully able to integrate with our current Blackboard Learn LMS. It should be scalable and highly efficient in terms of student records management with automatic organisation and storage for easy access whenever required. It must provide a student portal, staff portal and admin portal.

SIMS integration with OU LMS

OU is currently using Blackboard Learn Ultra as its Learning Management System. The LMS's main focus is the learning experience of learners. Blackboard Learn handles providing learning materials and contents, online assessments and feedback or virtual classrooms. The proposed SIMS should be able to seamlessly integrate Blackboard Learn where all learners/staff's information on registration, deregistration, course creation, course enrolment are pushed (preferably in real-time) to the LMS.

The SIMS solution must have a dedicated mobile app for Android & iOS devices and should be responsive to multi-browser (Internet explorer, Edge, Chrome, Firefox, Opera, safari etc.)



SPECIFICATIONS AND COMPLIANCE SHEET
Procurement of a Student Information Management System (SIMS) Software.
Procurement Ref: OU/OAB/10/22-23

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
1	GENERAL - MANDATORY (Either 1 mark or 0 mark can be awarded)			
1.1	<p>The Bidder or one of the partners of a joint venture SHOULD have developed and implemented a student information management system in ten (10) universities located in at least five (5) different countries (each country must have at least one university where the software has been developed and implemented). This should be supported by signed testimonials or UAT Contracts and full contact details of a person from each of the ten universities as evidence of satisfactory performance.</p> <p>For 'Off the Shelf software': the bidder or one of the partners of a joint venture must have supplied and customised the product in ten (10) universities located in at least five (5) different countries (each country must have at least one university where the software has been supplied). This should be supported by signed testimonials or UAT Contracts and full contact details of a person from each of the ten universities as evidence of satisfactory performance. The Bidder should be the holder of a valid certificate as an authorised dealer.</p>			Submit name of the universities and signed testimonial or UAT Contracts from each one with details of contact person(s) and other supporting evidence/s in an Annex to Item 1.1
1.2	The SIMS solution proposed by the supplier must be able to accommodate 11,000 learners and be scalable for an extra ten to			Fill in price Schedule Forms.

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	thirty percent (10 to 30%) learners every year.			
1.3	The SIMS solution must be SaaS-based and final costing must include the cost of hosting.			
1.4	The SIMS solution must be fully able to integrate with Blackboard Learn Ultra LMS and must provide evidence of integration of at least 2 (two) universities.			Evidence of successful integrations with universities using Blackboard Learn must be submitted in Annex to 1.4
1.5	The SIMS solution must have a dedicated mobile app for Android and iOS devices including tablets.			Provide more details in Annex to Item 1.5
1.6	A project manager (or equivalent) and project technical lead (or equivalent) from the bidder's side must be dedicated to the project at Open University of Mauritius. The supplier should provide training for users including user/operation manuals (soft or hardcopies).			Provide more details in Annex to Item 1.6
1.7	The SIMS should also cater access for around 400 OU Staffs and 500 examiners/tutors on top of the students.			Provide more details in Annex to Item 1.7
2	CAMPAIGNS & ENQUIRY MANAGEMENT			
2.1	Applicants, both local and international, wishing to study at the Open University of Mauritius should be able to submit and track their application. System should provide interface option where user/student can send message to inquire about the status in connection with their application and other related queries. OU Administration staff should be able to receive the message both through the system and through the mail to			

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	<p>reply student. The system should provide predefined subject such as: application status, payment, module fee status, exemption, resit, testimonial etc. The mail should be sent to the specific users based on the predefined subject selected by the student.</p> <p>The interface should consist of basic non-compulsory student details while sending message such as name, semester, year, programme, student identity,...</p> <p>Student</p> <ul style="list-style-type: none"> • The student sends message via student Enquiry management Interface • Message is sent to specific admin email address based on predefined subject selected by the student <p>User/Admin</p> <ul style="list-style-type: none"> • Receive the message via email and the system. • Can change status of message for e.g. replied, pending etc • Can add and edit predefined message subject • View and download list of all messages sent by students, filter by subject and status 			
2.2	Generate reminders/reports on list of enquiries.			
2.3	<p>The system should provide:</p> <ul style="list-style-type: none"> • Knowledge base (Help center) 			

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	<ul style="list-style-type: none"> FAQs with option to add/update FAQ contents 			
3	REGISTRATION MANAGEMENT			
Applicant/Learner Registration				
3.1	Applicants can create their own profiles and obtain their credentials automatically.			
3.2	<p>The Applicant must be able to input, for up to three attempts at level, the following details:</p> <ul style="list-style-type: none"> O-Level and A-level results (Cambridge International Examinations/University of London/IB/...) subjects selection details with grades (both letters and numbers) and date certificate was obtained as well as name of awarding body International students details must have options to provide equivalent qualifications (Name of awarding body; month and year of award as stated on certificate; Subject and grades obtained – both numbers and letters) Academic Qualifications (Certificates, diploma, degree, postgraduate certificate, postgraduate diploma, masters, MPhil, doctoral): Exact title of qualification (e.g. B.Sc. in Mathematics) and award (e.g. 2-1; Merit; Distinction;...). State name of awarding institution and date (month and year) stated on certificate. Professional qualifications (For ex: ACCA, CIMA, ICSA, ABE,...). Exact title of qualification and award obtained. State 			

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	<p>name of awarding institution and date (month and year) stated on certificate.</p> <ul style="list-style-type: none"> Other relevant post-secondary qualifications (short courses awarded by universities and/or recognised professional bodies) details. Exact title of qualification and award obtained. State name of awarding institution and date (month and year) stated on certificate. Employment details (employment history if any). Exact title of the position (e.g. Manager) held. Name and address of employer. State whether the position was full-time or part-time. State date (month and year) joined and left (if applicable). Input sponsorship details if any Declaration form and government grant details Possibility to upload relevant academic doc with restriction on doc format and size. Applicant receives acknowledgement mail after submission. Applicant must be able to obtain a summary of his/her application in pdf format. <p>The system must also allow creation of other applicant's details whenever required.</p>			
3.3	<p>Eligibility</p> <p>Each programme has its own eligibility</p>			

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	<p>conditions that are explicitly stated in the programme documents available on OUM's website.</p> <ul style="list-style-type: none"> • System must verify/filter the eligibility of the candidate at various levels based on the academic qualification and maturity/experience of the candidate: <ul style="list-style-type: none"> ○ Example: Generally, applicants must have five credits at O-level including English; they must have at least two passes at A-levels to get a seat into an undergraduate programme. ○ They must have passed French at A-level to be eligible to apply for BA (Hons) French; mature applicants (more than 25 years old) who do not satisfy the entry requirements are still considered; etc... ○ Does the student have five credits (1,2,3,4,5,6 or A, B, C) at SC and O-level irrespective of the number of times the person has taken the exams? The system must choose the best grade for each subject across the various sittings (e.g. One gets 7, 4, 8 in English in 1st, 2nd, and 3rd sitting, system must finally record grade 4 for English). If no, then the person will not be eligible for an undergraduate seat unless s/he is a mature candidate. Learner must be informed/prompted immediately and cannot proceed with the application. 			

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	<ul style="list-style-type: none"> ○ Does the student have 2 subjects at Main A-level (grades A, B, C, D, E)? If the person does not have any A-level, then the person is not eligible unless s/he is mature. If person has one A-level, then offer him/her the option of opting for Foundation Programme ○ For specific programme like LLB, verify if applicant has at least 2 C? ○ The system must allow the generation of list of eligible cases (at least five credits and at least two main A-Levels) as well as separate lists for those who (1) do not have five credits; (2) five credits but no A-level; (3) five credits and 1-A-level; (4) less than five credits but two main A-levels; (5) mature candidates; ○ For masters, does the person have at least one undergraduate programme? If not, then the person is not eligible for masters. ○ For doctoral, does the person have at least one master's programme or doctoral programme? If not, then the person is not eligible for PhD/DBA. <p>Therefore, a "point-based" system must do a first automatic filtering for multiple scenarios.</p> <ul style="list-style-type: none"> ● System must display list of all programmes but only eligible 			

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	<p>programmes can be selected by applicant.</p> <ul style="list-style-type: none"> The system must provide an eligibility report (with number of credits; A-level;...) together with the application form of the applicant. The system should allow the applicant to upload copy of the certificates (SC, HSC, DEGREE,...) with restricted size and format. 			
3.4	<p>OU has at least two intakes (January/February and July/August) of students during a calendar year. Applicants can apply for current or next intake at anytime. Each programme has its own intake dates that are set at beginning of the academic year by OUM. Learners would choose their preferred intake date after choosing the programme. Thus the application portal remains opened throughout the year. For example, in December 2023, applicants can choose to join the February 2024 or August 2024 intakes.</p>			

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3.5	Applicants must be allowed to submit “late applications”. The Admissions Office will set the deadline for late applications. For example, students can apply for MBA for February 2024 intake from 1 November 2023 to 10 January 2024. Late applications may be received between 11 January to 8 February 2024 against payment of a late application penalty fee.			
3.6	Applicants should receive a unique reference number to accompany their application, which later becomes (or forms the basis of) the student ID. This should help them to track their application status as well as seek related information.			
3.7	The system should be able to manage the Student ID in an unambiguous way in all cases, that is both local and international students. The student, until the time he/she is active, will have a single Student ID, which will also be the unique identifier in the SIMS and replicated in the LMS as well. However, the student can be registered on multiple courses like a degree programme and a short course. (e.g. A student studying the MBA programme with short courses like			

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	“Presentation Skills” and “Interview Skills”). A unique student ID will be applicable here.			
3.8	Initially, the supplier <u>must</u> use the programme documents available on OU’s website to set the eligibility conditions for all the programmes offered by OU at the time of finalisation of the software. OU must have the possibility to adjust same in future.			
3.9	Applicants should be able to select up to four (4) degree-programmes (together with up to three short/employability courses) they wish to study at OU (in order of priority) and input their academic qualifications which include secondary, tertiary and other qualifications. Applicants must be allowed to input results for a maximum of three sittings for the same examinations. Example, if a student took A-level exams four times, the student may choose to input the results of any one (1) or two (2) or three (3) sittings.			
3.10	<u>Exemption of tuition fees (Govt grant)</u> The applicant should be able to select whether they are eligible or not from exemption of tuition fees set by Government of Mauritius. Applicants should fill eligibility form which includes a free			

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	<p>tuition fee from the government and the source of funding in case the government grant is not applicable.</p> <p>The system must provide the administration staff of OU the option to approve or reject any grant request. The admin will examine the learner's details and confirm if s/he should pay for the module fees. If eligible, the student must pay only an administrative fee.</p> <p>The system should allow flexibility to change administrative fees.</p>			
3.11	Applicants who have completed their studies but have not yet received their certificates should be eligible to apply based on official transcripts, forecasted results,...			
Admin/Admission Office				

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3.12	<p>Admission staff should have a dedicated dashboard allowing them to have an overview of the status of all the applications (eligible; not eligible; pending; application fees paid/not paid; seats offered; mature candidates; offer accepted/not accepted/pending programme-wise).</p> <ul style="list-style-type: none"> • Should be able to edit all information after verification of details • Logs for Admin officer must be kept in the system as well as the date of the verification). • Should be able to view/edit user personal details. • Should notify admin if applicant has previously applied for any other programme with previous application details. • The system must have user search option for admin. • Should be able to close and open the registration process based on the opening and closing date set. • Should be able to create intake at the end of each year <p>They should be able to download the report on the status of application programme-wise.</p> <p>The report must at least state the following:</p> <ul style="list-style-type: none"> • number of applications received for the programme; 			

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	<ul style="list-style-type: none"> number of who have paid/not paid application fees; number of offer letters issued; number of applicants who have accepted/rejected the offer; number of students who have registered for the first semester; and number who have paid/not paid the registration fees for the first semester. 			
4	APPLICATION FEE PROCESSING			
4.1	<p>Applicant:</p> <p>Applicants should be able to pay relevant fees using multiple channels:</p> <ul style="list-style-type: none"> Online payment gateway including credit card, myT money through an API (in collaboration with Mauritius Telecom) Offline payment (example: cash deposit at bank/OUM counter) System generates following vouchers (invoices) for application fees payment: <ul style="list-style-type: none"> Voucher for payment at the State Bank of Mauritius (SBM). 			

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	<ul style="list-style-type: none"> ▪ Voucher for cash payment at OU. • System must generate the following Application fee based on country of citizenship of applicant. <ul style="list-style-type: none"> ▪ Application fee of Mauritian in rupee. ▪ Application fee for SADC in US dollar ▪ Application fee for Non-SADC in US dollar 			
4.2	Admin (Admission department) <ul style="list-style-type: none"> • Admin can process (input, edit, delete) application fee. • System must keep logs of the payment information: • Admin must be able to view list of applications whose application fee has been processed and paid. • Admin must be able to set deadline for payment of application fee 			
5	OFFER OF SEAT			
5.1	Learner: <ul style="list-style-type: none"> • System notifies learner for which programme he/she has been awarded a seat by email. • Email should contain a link, which will redirect learner to register for modules as well as the payments to be done. 			

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	<ul style="list-style-type: none"> Receives an invoice for payment of fees as well as a confirmation once the fee is received. The learner's information is updated in real time. 			
5.2	Admin (Admission Unit): <ul style="list-style-type: none"> Offer of seat can be allocated to only those applicants who have paid their application fee or sponsored. Admin search for application using relevant filtering criteria and then process offer of seat. Admin can reject offer of seat and specify the reason for rejection and same should be notified to applicant by mail. Admin can update/cancel offer of seat System must keep logs of the offer of seat processing Admin confirms if learner is eligible for free education grant 			
6	MODULE MANAGEMENT			
MODULE REGISTRATION BY LEARNER				
6.1	Learner: <ul style="list-style-type: none"> Once an applicant has been offered a seat, the system must notify the learner for which programme he/she has been awarded a seat by email. 			

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	<ul style="list-style-type: none"> ● Learners must be given the option to register and de-register modules for the current semester and not be allowed to register for future semesters. ● For existing learners, the system must allow them to register for current semester and the pending modules of previous semesters not taken and/or failed module (either failed in assignment or in exam) ● The modules which are already taken in previous semester(s) should appear as read only. ● Students should not be allowed to register on the system if the maximum duration, as stated in the programme document available on OU's website, of the programme has been exceeded and should be notified. ● Learners must be able to apply for module exemption. ● In all cases, students must register for the minimum (in most cases three) allowed modules in each semester. ● Some programmes allow to select specific number of core and elective modules ● The system should also allow manual registration for exceptional cases. 			

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	<ul style="list-style-type: none"> ● Fee appears instantly on the form based per number of modules registered. ● The module registration fee will depend on the number of modules selected and also on type of applicants (e.g SADC, Non-citizen). ● System must identify the price of modules for SADC, non-SADC and Mauritian candidates automatically. ● System generates vouchers (invoices) for payment after module registration ● System should allow payment by instalment facilities ● System should cater for discounted fees after approval from admin ● System should also allow online payment mode for module fee after registration ● System must generate module fee based on country of citizenship of applicant. <ul style="list-style-type: none"> ▪ Module registration fee of Mauritian in rupee. ▪ Module registration fee for SADC in US Dollar ▪ Module registration fee for Non-SADC in 			

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	<p>US Dollar</p> <ul style="list-style-type: none"> System should keep logs of all financial activities. 			
6.2	<p>Admin (Admission/ Academic Affairs Division)</p> <ul style="list-style-type: none"> Admin can search and view list of applicants who have registered for modules using different search criteria. Processing (input) of module registration fee on system after payment done at cash counter, bank or online. Admin can edit module registration. Admin can edit/delete module fee processed. Admin can search and view list of learners whose module fees have been paid and processed using different search criteria Learner should receive mail which acknowledges that modules fees have well been received and processed. Admin can deregister modules already registered and can swap programme for learner Admin can edit module registration on behalf of learner and this should generate new invoice for the learner. 			

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	<ul style="list-style-type: none"> Should have option of individual/group/multiple swapping between programmes. Admin must be able to set deadline for payment of registration fee. 			
MODULE DEREGISTRATION				
6.3	<p>Student</p> <ul style="list-style-type: none"> Should be able to apply for a de-registration of a module on the system. A deregistration fee is applicable per module if it is being done after deadline. The fees are either refunded or carried forward to be deducted in the next invoice Should get a receipt for payment for deregistration of the module. <p>Admin</p> <ul style="list-style-type: none"> Should be able to open / close application for deregistration on a given deadline. Admin should be able to de-register a module on behalf of learner 			
MODULE EXEMPTION				
6.4	Learner may apply for module exemption if they have already taken same modules from a previous programme. Option for applying for exemption should be available for students when offer of seat have been			

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	<p>awarded.</p> <p>Student</p> <ul style="list-style-type: none"> • System displays list of all modules for programme that learner has been offered. • Learner selects modules to be exempted. • Status for module exemption should be changed from pending to approved after being approved by admin • Learner gets invoice for payment. • Fees that the student pay will be calculated based on number of module/s being exempted. • Learner is notified after payment has been approved. • Learner may apply for additional module exemption if required. 			
6.5	<p>Admin</p> <ul style="list-style-type: none"> • Admin must be able to view and approve exemption request • Admin must be able to view and approve exemption payment • Admin must be able to set /edit module exemption price 			
RESIT MODULE				
6.6	<p>Student</p> <ul style="list-style-type: none"> • The student should be allowed to retake 			

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	<p>a previously failed module when registration of modules is opened.</p> <ul style="list-style-type: none"> For the module taken as resit, the module fee is different from normal module fees. <p>Admin</p> <ul style="list-style-type: none"> The system should be able to flag a failed module automatically as resit for the learner. The resit modules should be highlighted while generating reports so that the staff knows that this particular student has resit for that module. 			
DEFERMENT OF MODULE				
6.7	<p>Student</p> <ul style="list-style-type: none"> Student might defer an already paid module for registration for a later semester. Student should get option to select the registered modules he/she wants to defer. Student must input reasons for deferment. <p>Admin</p> <ul style="list-style-type: none"> Admin should be able to confirm the deferment request so that the learner appears in the deferred semester for that module. system is updated accordingly after 			

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	approval of module deferment			
MODULE FEES				
6.8	<p>Student</p> <ul style="list-style-type: none"> ● The system must show the correct module fees to the student. Fees are different for citizen and non-citizen students. It also varies on the nature of the programme (Full-Time or ODL). ● Fees for instalment are computed differently from full payment. ● Payment Facilities: <ul style="list-style-type: none"> ○ Student needs to apply for payment by instalment from the system. ○ Should receive information whether the application for instalment payment request has been approved or not via mail and system. ○ Admin needs to approve request payment for instalment ○ Upon approval, the student must be notified by the system and the instalment fee should be displayed instead of the full payment fee. 			
6.9	<p>Admin</p> <ul style="list-style-type: none"> ● Admin should be able to insert / 			

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	<p>update/delete fees for each module</p> <ul style="list-style-type: none"> ● Module fees are calculated by number of module credits. ● Module fees are based on intakes. (for ex. module fee for same module may differ from one intake to another intake) ● Admin should be able to set percentage of discounted fees on programme which will then deducted from module fees. ● If no updates are made for a semester, the fees should remain the same as it was previously. ● Module fees for Doctoral programme are different. <ul style="list-style-type: none"> ○ Semester 1 and 2 modules for year 1 are calculated on number of module credits ○ As from year 2, students have to pay a fixed price for thesis which can be done as full payment or in instalments. 			
MODULE STRUCTURE				
6.10	<p><u>Admin</u></p> <ul style="list-style-type: none"> ● Should be able to add/edit/search and deactivate modules details ● Each module must be allocated with a specific number of credits. ● Module must be defined as core or 			

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	<p>elective and for which semester.</p> <ul style="list-style-type: none"> Each intake may have a different module structure. For example: a programme may have 3 core modules for year 1 semester 1 and 4 core modules for year 1 semester 2. However, the same programme next year may have 4 core modules in year 1 semester 1 and 3 core modules in year 1 semester 2. There should be an option to copy an already populated intake (where modules have already been assigned to year and semester) to another intake. 			
7	PROGRAMMES & COURSES MANAGEMENT			
7.1	<p>The SIMS should allow building up the following: to define programme duration</p> <ul style="list-style-type: none"> 3-6 Years degree programme 2-4 years postgraduate programme PhD/DBA programmes (up to ten years) Foundation programmes (one year) System should provide option to set eligibility criteria for each programme 			
7.2	<p>The SIMS should allow to define programme structure for:</p> <ul style="list-style-type: none"> Core modules Specialist modules Elective modules 			

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	<ul style="list-style-type: none"> • Short courses (also called “employability courses”) • Stand-Alone courses • Non-fee payment courses 			
7.3	<p>The SIMS should allow:</p> <ul style="list-style-type: none"> • To insert, modify, search and deactivate programmes details in the system. • The eligibility criteria for each programme must be defined such as <ul style="list-style-type: none"> ○ 5 credits at O-level and 2 A-levels with at least 2 grade “C” ○ 2 years’ work experience in related field. ○ 3 A-levels and 2 subsidiary subjects for fresh school leavers <p>Learners who have been awarded undergraduate or higher programme are eligible to apply for 2 free employability courses.</p> <ul style="list-style-type: none"> • System should allow learners to select two free employability courses. • Admin must be able to search, retrieve and export list for employability course selected by learners. 			
7.4	<p>Swapping of programme</p> <ul style="list-style-type: none"> • System must provide the option for student who opts to change programme. 			

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	<ul style="list-style-type: none"> Fees are applicable for swapping of programme. Information about this payment needs to be stored in the system. Any request for swapping of programme needs to appear in the admin notification panel. The previous programme's details should still be present on the system even after the swapping. This will allow us to have a history of the student on our system. 			
7.5	<p>System Integration</p> <p>The SIMS should be able to create programme/courses in Blackboard Learn Ultra from the master course list/structure available in the SIMS and register respective learners within that course for each module by using blackboard API. Students should be enrolled automatically from SIMS to Blackboard Learn Ultra LMS for their respective intakes and modules.</p> <p><i>API list can be found on the following link:</i> https://developer.blackboard.com/portal/displayApi</p>			
8	PAYMENT CONFIRMATIONS			
8.1	<p>Payments</p> <ul style="list-style-type: none"> After the student has made a payment and submitted his/her proof of payment, the Admin staff needs to verify the transaction and confirm the payment. Only then the status on the student portal should be updated to a confirmed status. 			

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	<ul style="list-style-type: none"> • All payment of fees should be allowed via the following methods: myT money and credit card. • Currency for invoice can be in US Dollar and Mauritian Rupees. • For online payments such as myT money and credit card, payment status should be updated automatically in the system through API. • Admin must be able to view list of all payment transaction done by a learner • The payment module in the SIMS must have restricted access. 			
9	MESSAGING & NOTIFICATION SYSTEM			
9.1	The system should offer notification option to notify learners and users (admin, tutors etc.) important information and events through emails, SMS and/or push notifications on system and mobile app.			
9.2	The SIMS should send notifications for timetable, exam result and other selected information/alerts/invitations sent to the students in real time (using email and SMS and/or push notifications on system and mobile app)			
10	EXAMINATIONS MANAGEMENT			
10.1	The SIMS should provide a feature for generating the examinations timetable for all modules during the on-going semester			

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10.2	The SIMS should allow Exam Unit to allocate the date, time, room and invigilation team for each examination			
10.3	Students should be able to download an exams docket for accessing the examination centre/s and room numbers (through system and/or mobile app) for all modules during the on-going semester and deferred/re-sit modules			
10.4	Exams results (provisional and/or final) should be published in the system and each learner is notified when available by email and/or SMS.			
10.5	Examiners must be able to input the marks for offline assessments into the SIMS.			
10.6	The SIMS should be able to pick up the assessment marks from the Blackboard LMS and tabulate the total in the SIMS and generate CPA, e-transcripts and declare results. API from Blackboard Learn may be used.			
10.7	The SIMS must allow examiners, part-time and full-time academics, examination officers, external examiners, administrative officers and other staff to register themselves in a database. All these persons will have a login name and password to sign in the system. System should allow bulk import of examiners/tutors including their respective programme and modules. The system should cater access for around 500 examiners/tutors.			
10.8	The resource persons will have access only to the modules they have been assigned by			

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		YES	NO	Annex as per Item No
A*	B*	C		D
	<p>the Academic Affairs Division and/or the Exams Department.</p> <p>The examiner should enter the weighting for all continuous assessment task(s) and examination paper(s) for each module.</p>			
10.9	Examiners should be able to print the mark Sheet from the system for a module after entering mark bearing his/her name as well as space to sign a hard copy or addition of e-signature.			
10.10	The system calculates the continuous assessment and examination marks automatically for each candidate based on the weighting that the examiner has entered.			
10.11	<p><u>Marks weighting setting (Parameter setting)</u></p> <p>Examiner:</p> <ul style="list-style-type: none"> • Set continuous assessment and exams parameters/weighting for a particular module in a programme. • The examiner should enter the weighting for all continuous assessment task(s) and examination paper(s) for each module.. • Examiner can set parameter only for the modules assigned to him/her. 			
10.12	<p><u>Marks Entry</u></p> <p>Examiner:</p> <ul style="list-style-type: none"> • Examiner should be able to add or modify marks for students for a particular module before the 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	<p>marksheet is submitted.</p> <ul style="list-style-type: none"> The system should only display student IDs in the form where student's marks have to be entered for a module. Examiner can either add/modify course work marks or exams marks for students in a particular module or for both (course work and exams) at same time before the marksheet is submitted. Marks can also be uploaded (in mass) via CSV file. Moderators and external examiners should be able modify the exam marks Examination officers and Administrative officers and other staff must be allowed to view the marks, add remarks (e.g. pass all modules;...) and print all reports 			
10.13	<p><u>Marks calculation</u></p> <p>System:</p> <ul style="list-style-type: none"> The system should calculate the continuous assessment and examination marks automatically for each candidate based on the weighting that has been set. The system should calculate student's CPA and GPA automatically for each semester. System should compute marks 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	automatically in master reports and transcripts.			
10.14	<p>Exam Reports:</p> <ul style="list-style-type: none"> • The system should generate appropriate reports in, excel and pdf format. • Should be able to download and print report in different format and size • Master reports should be displayed in A3 size. • Allows the Examiner to view Marks entered for a particular module. • Allows the Examiner to view the list of students who have registered for a particular module in an Academic Year • Should be able to generate other reports as and when required. 			
11	GRADUATION/COMPLETION			
11.1	<p>Students should be notified when they have completed milestones (exit points) during their studies:</p> <ul style="list-style-type: none"> • Whenever the minimum credits have been obtained for the award of a certificate or diploma or degree - SIMS should notify the student. 			
11.2	The system should generate an automatic Unique Certificate Code for learners who have completed their programme successfully. The certificate Code will be			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	based on the programme code and year of award for each learner. This will be used by the Certification Unit for references and issuing of certificates. The system should generate certificates and allow mass printing. This page should be restricted to admin only.			
11.3	System should provide: <ul style="list-style-type: none"> • invoice for graduation upon confirmation of participation; • pay the graduation fee. 			
12	LEARNER ACCESS INTERFACE			
12.1	A dedicated student interface.			
12.2	Student should be able to: <ul style="list-style-type: none"> • Log in with forgot password option • View personal details • View registered programme • View date they applied for a programme • View date they joined and registered as a student • View registered free employability courses • View registered modules with dates • View modules completed and grades obtained • View list of modules not yet completed • View list of modules in the current 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	semester <ul style="list-style-type: none"> ● View dates or months exams/resits were taken ● View List of resits completed/not completed with dates. If a student has two resits for the same module, then results (assignment marks and exam grades) must be shown for both modules ● View dates of interruption of studies if any ● View modules deferred ● View modules exempted ● View marks for assignments and grades for completed modules ● View GPA (exam marks) ● View CPA (exam marks) ● View payment status (for modules, exams and resit) ● View and print the automatically generated transcript by the SIMS ● View final exam results The system should also allow download and print option of the above.			
12.3	Student should also be able to: <ul style="list-style-type: none"> ● Register/Deregister modules ● Apply for exemptions ● Apply to exit the programme ● Apply for deferment of modules 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	<ul style="list-style-type: none"> • Apply for deferment of exams • Apply for interruption of studies • Apply for extension if maximum period of the programme has not been reached • Apply for payment by instalment facilities (request automatically sent to admin of finance department for approval) • Apply for swapping of programme • Download an e-transcript • Have a financial status <ul style="list-style-type: none"> ○ Fees due ○ Fees paid with dates and related references, etc • Allow registration for exam resit with payment option with relevant resit payment fee • Send medical certificate or other evidence for not sitting in an exam • View modules for re/registration according to semester reached 			
12.4	<p>The SIMS should automatically notify the student as reminder by email</p> <ul style="list-style-type: none"> • If the student has not yet registered for the modules by the set date • If the student has not settled the application fees, registration fees, graduation fees,...by the set date • If the student has not downloaded the 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	examination docket by due date			
13	DATA MIGRATION			
13.1	<p>The SIMS should be able to migrate (import) existing student's information who are already registered at OU. The data to be migrated are, but not limited to the following:</p> <ol style="list-style-type: none"> 1. Personal details (ID number, contact details, academic history, etc) 2. Modules completed with their exams grade. <p>All the information will be provided in excel format.</p> <p>There are about 11,000 student's records to be migrated. The data migration process might be done in different phases or in one go, during implementation and/or after implementation.</p>			
14	SYSTEM REPORTING			
14.1	<p>The system should generate appropriate report list and statistical reports but not limited to the following:</p> <ul style="list-style-type: none"> ● List of applicants registered to system. ● List of applicants who have paid for application fee. ● List of applicants who have been offered/not offered a seat. ● List of applicants who have registered for modules. ● List of applicants who have paid for 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
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A*	B*	C		D
	<p>module fee.</p> <ul style="list-style-type: none"> ● List of students registered module wise. ● List of students taking exams module wise. ● List of students with fees details to be submitted to the Higher Education Commission (HEC): refer to Annex ITEM 14.1 ● Induction list, which should include year/semester intake, learner id, title, last name, first name, NID, email, mobile, age, gender, address, city and country. ● Number of registered students. ● List of students who have deferred. ● List of payment fees effected by learner (e.g. application fee, registration fee, penalty fee, resit fee etc) ● Statistical report such as number of learners per programme, per module, per gender, per age group etc ● List of students based on the following status: swapped, interrupted, deferred, drop out, terminated, successfully completed etc. ● List of students who have failed modules. ● List of confirmed students for graduation ceremony. ● Should be able to generate other reports as and when required. 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	<ul style="list-style-type: none"> Should be able to download and print a report in different format and size <p>All reports should have at least the following filter option where applicable: name, programme, academic qualifications, nationality, gender, student ID, module name, payment status, intake, semester, date, etc.</p>			
14.2	<p>Student Data export</p> <p>The system should generate the following report in excel format which should be only accessible through link.</p> <ul style="list-style-type: none"> List of application submitted including all applicant details List of students' details for module registration for first semester List of students' details for module registration for second semester and onwards. <p>Refer to Annex ITEM 14.2</p> <p>The excel file should be downloaded automatically while accessing the link. The link should accept "date" parameter to get report as per requested date. An example is shown below. https://example.com/app_submission/dynamicroad_xlsx.php?date=2022-11-05</p>			
15	TRAINING and SUPPORT			
15.1	The supplier should outline the skills that will be required by key role holders at the University during the implementation process and beyond (service management and development), and describe any training			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	they might require to perform their required duties.			
15.2	The supplier should provide comprehensive initial training for all key role-holders within the system: e.g. system administrator and technical support staff; application manager and central support staff; departmental head and departmental administrators.			
15.3	The supplier should provide training services to the University after major software upgrades have been completed to support continuing and effective use of the system and any new functionality that becomes available.			
15.4	The supplier must provide training materials in the form of audios/videos/eBooks/PDFs of their SIMS solution.			
15.5	The supplier must provide a training course for the SIMS proposed.			
16	TECHNICAL/SYSTEM REQUIREMENTS			
16.1	High availability (at least 99.95%). Easy/fast recovery in the event of failure.			
16.2	The SIMS solution should run in standards-compliant browsers regardless of operating system including mobile devices.			
16.3	The SIMS solution should support the latest commonly used OS like Windows and macOS.			
16.4	The supplier must provide domain name and SSL certificate.			
16.5	The supplier must describe how errors are flagged, logged and reported to the end-			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
		YES	NO	Annex as per Item No
A*	B*	C		D
	user.			
16.6	The system should keep an audit trail for all transactions.			
16.7	The SIMS should provide APIs in the following areas with CRUD (create, read, update and delete) functionalities: Users, programmes & modules and fee payments			
16.8	Supplier should describe the licensing model adopted for their product and, in broad terms, the way this is implemented. Any additional cost and recurrent cost should be indicated.			Fill in supporting evidence in Annex to Item 16.6
17	SERVICE LEVEL AGREEMENT (SLA)			
17.1	<p>Yearly Maintenance Agreement for six (6) consecutive years including YEAR 1 (Warranty FREE) as from the date the system goes “live” and Renewal of Licence Fee (if any)</p> <p>The Service Level Agreement should at least provide for the following:</p> <ul style="list-style-type: none"> • Working days are Monday to Saturday, excluding public holidays. • Working hours are 08:45 to 17:00 Mauritian time • The response time, at all times for any amendments or breakdown of the system should be resolved within 24 hours. • The SLA should cover all diagnosis and corrections of bugs in the system. 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
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A*	B*	C		D
	<p>Report to be submitted accordingly.</p> <ul style="list-style-type: none"> • Correcting data and ensuring data integrity following system malfunction. Report to be submitted accordingly. • The SLA should cover updates when upgrades to the SIMS platform are released. The upgrades should be tested at Supplier's server prior to upgrading at OU so as not to disrupt OU system. • The SLA should cover development of minor enhancements. • The SLA should respond to the following support service timeframes: <ul style="list-style-type: none"> • Within 5-10 hours for very critical issues • Within 12-24 hours for critical issues • Within 48 hours for urgent issues • Within 72 hours for medium priority issues • Within 1 week for normal priority issues • Transport costs should be included in the SLA's cost. • The Service Level Agreement to be signed upon signature of contract • The SLA will be effective after project commissioning. 			

Item No	Scope of Service and Performance Specifications Required	Compliance of Specifications and Performance Offered		Evidence
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A*	B*	C		D
	<p>N.B: SLA should cover for a period of 6 consecutive years including 1st year where warranty should be free.</p>			
17.2	<p>Service Scope</p> <ul style="list-style-type: none"> • Manned telephone support. • Monitored email support. • Remote assistance support. • Bug fixing for existing features. <p>Restore application and enable proper running of application when required.</p>			

We also undertake after sales services for a minimum of six years inclusive of 1 year warranty.

Important: Bidders shall fill in and sign the signature block below

Specifications and Compliance Sheet Authorised By:

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

Annex for Item 14.1

SN	Student ID No.*	NIC*	Surname*	Maiden Name (if applicable)	Other Name*	Academic Year and month of First Intake*	Academic Year*	Faculty/School/Cluster Id.*	Programme Code*	Current Year of Study*	Current Semester of Study	Modules Code**	FT/PT/ODL*	Tuition Fees Claim for Payment*	General/Admin Fee claim for payment	Student Status*	Remarks	Refund of Tuition Fees by PEI to HEC	Refund of General (Admin) Fees by PEI to HEC
1	202111111	8323232323223	XXXXX		Xxxxx	2021/07	2021/22	OUM	OUs023	Y1	S1	OUs023111,OUs023112,OUs023113	ODL	24,000	0	2			

Annex for ITEM 14.2

Application Fee data export

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
SN	user_id	Submission	RDAP	RDBL name	NIC	First name	Last name	Maiden name	Intake	Intake Formatted	Login Email	Contact Email	Phone	Mobile	Address	Country	Programme 1	Programme 2	Programme 3	Programme 4	Status	Currency	Amount
1	44444	1	RDAP	RDBL2024/4B12	John	Travolta			Jan 2023	2023/1	john123@ye	john123@yahoo.com	5E+07	Reduit st	Mauritiu	BSc (Hons) Ec	BSc (Hons) Applied	Accounting			active	Rs	1000

Appendix

Abbreviation	Description
OUM	Open University of Mauritius
OU	Open University of Mauritius
OUGC	Open University Curepipe Campus
RDAP	Registered Application
RDBL	Registered Bill
SADC	South African Developing Countries
ODL	Open Distance Learning
PM	Programme Manager
ADMIN	Administrative staff of the Open University of Mauritius – Admissions/Academic Affairs Division
AAD	Academic Affairs Division

4. Drawings

These Bidding Documents include no drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

- Successful Bidder will provide test plan & test reports together with results of comprehensive testing performed at their end. User will perform acceptance testing which can also cover certain tests performed and documented by the Successful Bidder. Following testing, Successful Bidder will make necessary amendment to software.
- 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 respective Local Authority will be involved in the verification of their respective equipment.

The users will conduct the application software acceptance test and confirm same.

- Successful Bidder will provide test plan and test reports together with results of comprehensive testing performed at their end. User will perform acceptance testing which can also cover certain tests performed and documented by the Successful Bidder. Following testing, Successful Bidder will make necessary amendment to software.
- Complete testing and System Review.

PART 3 - Contract

Section VI. General Conditions of Contract

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office ppo.govmu.org under Ref. G/RFQ-GCC4/09-20 dated 31 August 2020.

Section VII. 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.

GCC 1.1(h)	The Purchaser is: The Open University of Mauritius
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is: Open University of Mauritius, Réduit.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms: Delivered Duty Paid (DDP) to OU's Warehouse at Réduit. The prices should be inclusive of all duties and taxes.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For notices, the Purchaser's address shall be: The Director-General Open University of Mauritius 3rd Floor- North Wing Réduit 80835 Country: Republic of Mauritius Telephone: (+230) 403 8200 Facsimile number: (+230) 464 8854 Electronic mail address: <i>confidential@open.ac.mu</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.
GCC 13.1	For Goods from local suppliers (already imported on the basis of delivery to OU's warehouse, Réduit -DDP), the documents to be submitted are as follows: (i) Signed original copy of supplier's invoice. (ii) Delivery Note (iii) Commissioning Report
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.

GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows:</p> <p>(i) 20% of contract value for Main Software, license & Training Costs after signature of contract against a Bank Guarantee for Advance Payment of equivalent value valid for 2 months beyond the delivery period specified above. The bank guarantee can be cancelled should successful commissioning by the user be completed before the 2 months period. Similarly, the Bidder may be required to extend the bank guarantee should there still be pending issues after the 2 months period.</p> <p>(ii) 80% of contract value for Main Software, license & Training Costs after delivery of all items, commissioning, training & acceptance of respective complete system and resolution of any pending issue and submission of an invoice and the documents listed in clause 13.1.</p> <p>Payment will be made as per price schedule</p> <p>In case the Supplier is a Small and Medium Enterprise, the Purchaser undertakes to effect payment after supply of the goods items to the satisfaction of the Purchaser within 14 days from date of invoice, and subject to the Supplier submitting all required documents.</p>
GCC 16.4 (b)	<p>Local Suppliers shall be paid in Mauritian Rupees only. The prices shall not be adjustable to fluctuation in the rate of exchange.</p>
GCC 16.5	<p>Interest shall be payable immediately after the due date for payment.</p> <p>The interest rate shall be the legal rate.</p>
GCC 18.1	<p>A Performance Security shall be required</p> <p>Performance Security shall be of the amount of Rs 500,000 (Five hundred thousand of Mauritian Rupees).</p>
GCC 18.3	<p>The Performance Security shall be in the form of a Bank Guarantee as per Performance Security sample form at Page 116, issued by a Commercial Bank operating in Mauritius.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: Twenty-eight days beyond warranty period. Performance Security should be extended whenever there is any delay or extension of time in implementation of the project.</p>

GCC 23.2	The packing, marking and documentation within and outside the packages shall be: N.A
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	<p>The inspections and tests shall be:</p> <p>The Successful Bidder will have to deliver and perform configuration & commissioning of each system. It is the responsibility of the bidder to make the entire system fully operational.</p> <p>The Purchaser or representative will conduct the application software acceptance test and confirm same.</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at:</p> <p>The Successful Bidder will have to deliver and perform configuration & commissioning of system/s at the Open University premises at Réduit. It is the responsibility of the Bidder to make the entire system fully operational. The Open University of Mauritius or its representative will conduct the application software acceptance test and confirm same</p>
GCC 27.1	The liquidated damages shall be: half (0.5) % per day for amount of undelivered goods
GCC 27.1	The maximum amount of liquidated damages shall be: Ten (10) % for amount of undelivered goods
GCC 28.3	<p>The period of validity of the Warranty shall be: 365 days</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: Open University of Mauritius, Réduit.</p> <p>Warranty period for the application software will start after successful acceptance of the application software by the user.</p> <p>Any other relevant charges should be included in the cost of the proposal</p>
GCC 28.5	The period for repair or replacement shall be: As per conditions detailed under Service Level Agreement.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the supplier.
 P_0 = Contract Price.
 a = Fixed element representing profits and overheads in the Contract Price and one-half (50%) of the range of inflation (5% to 10%) percent.
 b = Estimated percentage of labor component in the Contract Price.
 c = Estimated percentage of material component in the Contract Price.
 L_0, L_1 = Labor index applicable to the appropriate industry in the country of origin in the base date and date for adjustment, respectively.
 M_0, M_1 = Material index for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b and c as specified by the Purchaser are as follows:

- a = [insert value of coefficient]
 b = [insert value of coefficient]
 c = [insert value of coefficient]

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

Purchaser will, however, be entitled to any decrease in the price of the Goods and Services subject to adjustment.

- NOT APPLICABLE**
- (b) If the currency in which the Contract Price is expressed is different from the currency of origin of the labor and materials used, a correction factor will be applied to the Contract Price to correct adjustments in the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date of adjustment as defined above.
 - (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VIII. Contract Forms

Table of Forms

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4. Bid Checklist Schedule	119

1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { Mauritius }, or company incorporated under the laws of {Mauritius}] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and*
- (2) *[insert name of Supplier], a company 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 invited bids for certain Goods and related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. 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
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. Performance Security

[The bank/Insurance company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank/Insurance company's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

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)⁶ 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.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,⁷ 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.

[signatures of authorized representatives of the bank/Insurance company and the Supplier]

⁶ The Bank/Insurance company shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁷ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank/Insurance company. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank/Insurance Guarantee for Advance Payment

[The bank/Insurance company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
Procurement No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank/Insurance company]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into contract with you - Contract No. *[insert number]* dated *[insert date of Agreement]* - for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made 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 an amount of *[insert amount(s)]*⁸ *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*⁹.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s) of authorized representative(s) of the bank/Insurance company]

⁸ *The bank/Insurance company shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

⁹ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank/Insurance company. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

4. Bid Checklist Schedule Mandatory to be filled and signed

Procurement Reference No.: OU/OAB//22-23

Description	Attached (please tick if submitted and cross if not)	Bidders to tick and indicate page/section/annex, of document being submitted in the Bid document
Bidder Information Form or Joint Venture Partner Information Form		
Bid Submission Form <u>duly filled and signed</u> and Bid Securing Declaration		
Price Schedule <u>duly filled and signed</u>		
Manufacturers Authorisation		
List of Goods & Delivery Schedule		
Technical Specifications Sheets containing items of specifications for both items duly filled indicating “ Comply ” or “ Not Comply ” and giving details of any non-compliance/deviation to the specification required in columns C & D; and signed		
Documentary evidence confirming the required experience of the bidder, and the profile of the team members as per ITB12.1 (h),(i) and (ii) (refer to Page 28).		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

Name :

Signature: