



Independent Review Panel

Decision No. 11/21

In the matter of:

Rapid Security Services Ltd

(Applicant)

v/s

Wastewater Management Authority

(Respondent)

(Cause No. 11/21/IRP)



A. History of the case

On 04 January 2021 the Respondent launched online e-tendering for procurement of Security Services at Wastewater Management Authority Sub Offices and Outstations (24 sites, subdivided into 3 Lots) for a period of two years on the basis of fixed rates, under procurement reference No.: **WMA/OAB/456S/IFB17/2020**. The closing date for submission of bid was 09 February 2021 with bid opening on 11 February 2021. The Applicant was one of the five bidders who participated in the bidding exercise.

B. Evaluation

A Bid Evaluation Committee (BEC) was set up by the Respondent to evaluate the bids received and identify the lowest evaluated substantially responsive bid that meets the qualification criteria. The related Bid Evaluation Report is dated 14 April 2021.

C. Notification of Award

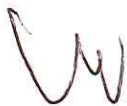
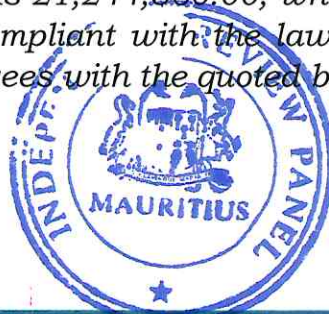
On 04 May 2021, the Public Body (The Respondent), in response to the Invitation for Bids, informed the Applicant, that an evaluation of the bids received has been carried out and the particulars of the successful bidder are as mentioned below:

Name of Bidder	RSL Security Services Ltd
Address	24, St George Street, Port Louis
Bid Amount	MUR 21,244,560.00, Exclusive of VAT

D. The Challenge

On 06 May 2021, the Applicant challenged the procurement proceedings on the following grounds:

“The selected bidder RSL Security Services Ltd will fail to pay the salary of its employees as per the requirement of workers’ Rights Act with its quoted amount of Rs 21,244,560.00, whereas Rapid Security Services Ltd will be fully compliant with the law in regard to payment of the salary of its employees with the quoted bid of Rs30,972,840.”

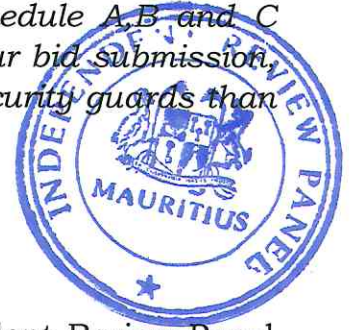

E. The Reply to Challenge

On 10 May 2021, the Public Body made the following reply to the challenge and stated that:

“The Wastewater Management Authority has carried out the bid evaluation exercise for the above mentioned procurement in accordance with the specifications contained in the bidding document and also in line with the provisions of the Public Procurement Act 2006.

Section 4.6 of the General Conditions of Contract of the bidding document makes provision for labour cause that has to be abided by the Contractor. Accordingly the lowest substantially responsive evaluated bidder, namely RSL Security Services, has in its bid, submitted documentary evidence that it will comply with the requirements of clause 4.6 of the General Conditions of Contract.

Furthermore, as per the breakdown of Activity Schedule A, B and C submitted in your challenge and not contained in your bid submission, it is noted that you have indicated to deploy more security guards than that required in the bidding document.”


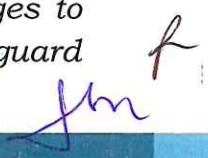


F. Grounds for Review

On 13 May 2021, the Applicant seized the Independent Review Panel for review on the following grounds:

“The Public Body is erred:-

- 1) In relying solely on the undertaking of the selected bidder to comply with the requirements of clause 4.6 of the General Conditions of the contract: labour clause;*
- 2) In merely accepting the undertaking of the Successful Bidder as to compliance with Workers’ Rights, the Public Body has acted contrary to established previous decisions of the Independent Review Panel;*
- 3) In not looking for any justification to substantiate this undertaking so as to determine the availability of funds of the lowest bidder and also to decide whether it can fulfil the requirement of the workers’ Right Act in paying a decent salary/wage to its workforce, which might otherwise result in poor service delivery in terms of incidence of thefts/damages to clients’ assets which the workforce is deemed to safeguard seriously;*

- 4) *In not instructing bidders in the bidding documents to provide a detailed breakdown of the quotes for a proper evaluation and selection process; this in turn does not allow the Public Body to freely assess and evaluate the bid.*
- 5) *In making a misleading calculation of the number of s/guards to be deployed on certain sites; and*
- 6) *In choosing a bidder for award who will fail to fulfill its obligations towards its employees in terms of payments/salaries as provided in law.*
- 7) *In selecting a Bidder who will not be able to abide by the law, thereby encouraging a breach of law through its process of evaluation;*
- 8) *In setting terms of reference clearly I breach of Worker's Rights*
- 9) *In concluding in its reply to the Challenge by the Applicant that the latter will deploy "more security guards than that required in the bidding document", this being in direct conflict with the requirements of Section IV of the Bidding Document.*
- 10) *Failing to disclose a detailed computation of the activity schedules and price schedules for the bid, of the Successful Bidder, thus failing to act in all transparency and fairness.*
- 11) *Selecting a Bidder who will be unable to comply with the Worker's Rights Act and knowingly selecting such a Bidder who will be likely to apply for an increase in the contract award amount to enable it to fulfill its legal obligations.*

G. Statement of Defence

The Respondent filed a Statement of Defence dated 21 May 2021 which reads as follows:-

1. *The Respondent has taken cognizance of the Applicant's Statement of Case¹ and its submissions.*
2. *Respondent takes note that the SOC is not paginated nor bears any paragraphing for ease of reference. Respondent is annexing a copy of the SOC with proper pagination and paragraphing for ease of reference.*
3. *For avoidance of doubt, the Respondent denies the SOC and the Grounds mentioned therein in their entirety.*

4. Respondent denies paragraph 16 of the SOC entitled “Grounds” and deny grounds (1) to (11) in their respective form and tenor.

A. Preliminary Objections:

5. Respondent avers that **Grounds 4 and 8** ought to be rejected outright inasmuch as:

(a) Such grounds in effect challenge the bidding document itself;

(b) Applicant never made any challenge to the bidding document within 5 days after the bid was issued as per Regulation 48 of the Public Procurement Regulations; and

(c) The Applicant is therefore debarred to raise such points at this late stage, the more so, since they have failed to explain the reasons why same was not raised at the time when the bid was issued nor furnished any legal premise to ask the Panel to intervene.

B. Under Grounds 1,2, and 3:

6. Respondent avers that it did not rely solely on the undertaking of the Selected bidder in connection with the requirements of Clause 4.6 of the GCC.

7. Respondent avers that it considered the following in arriving at its decision:

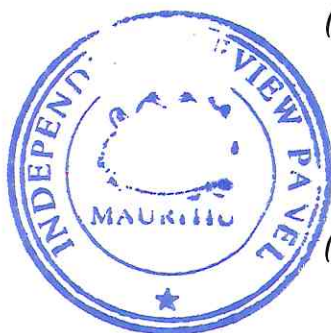
(a) Standard requirements of the Bidding Document;

(b) The normal working hours and the rate applicable for security guards as per existing or prevailing legislations including, the Regulation made under Section 93 of the Employment Relations Act² together with the First Schedule to the Regulations;

(c) The number of security guards required on the relevant sites at all material times as per the bidding document;

(d) To allow the panel to make an informed decision, Respondent hereby attach a working done as per the above-mentioned prevailing legislations when applied in the context of the requirements of the Bidding;

(e) The Respondent cannot and ought not decide about the pricing policy of a bidder and/or evaluate such a bid solely on whether the bidder shall comply with the Worker’s Rights Act in respect of minimum wage;



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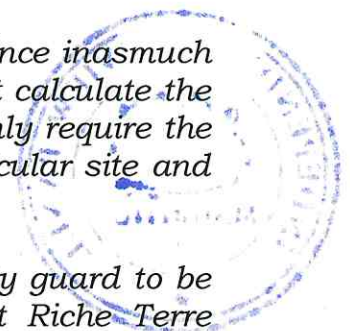
- (f) *The Labour Clause as per GCC 4.6 is fully compliant with Directive No. 37 of 2018 issued by the Procurement Policy Office.*
8. *Respondent however avers that even if a calculation is made according to law, the selected bidder is well within the parameters of affording minimum wage to security officers to be deployed as per the requirements of the bidding document.*
9. *In respect of Ground 3, Respondent specifically avers that the ground is misconceived inasmuch as:*
- (a) *The Bidding Document already caters for any thefts or act of vandalism occurring on site at Section 7.1.8;*
- (b) *ITB 25 already provided that the BEC may requests for clarifications and in particular a breakdown of any sum quoted in the Activity Schedule to assist themselves in the examination of the bid; and*
- (c) *However, as demonstrated in Annex C, a simple arithmetical calculation showed that the selected bidder cannot fail to comply with the minimum wage requirements;*
- (d) *The Respondent further avers that to the extent that a price quoted by a bidder is not so unreasonable in the circumstances or abnormally low, it cannot challenge the pricing policy of a bidder.*

C. Under Grounds 5, 6 and 7:

10. *Respondent avers that Ground 5 is a non-starter since inasmuch as the Bidding Document or the Public Body cannot calculate the number of security guards to be deployed. It can only require the number of security guards to be present on a particular site and the number of hours per day.*

For instance, the Public body may require 1 security guard to be posted 24 hours per day on a 7 days week at Riche Terre Pumping Station.

The minimum would be 2 security guards to be posted thereat every 12 hours of the 24 hours requirement. However, the bidder may decide to deploy more than 2 security guards for the same posting and which the Applicant did, for instance as per Annex A to the SOC of the Applicant³.



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11. *Such a calculation (for deployment) cannot be expected to be performed by the Respondent as there is a major difference between deployment of its personnel and requirements of security guards per the Bidding Document.*
12. *Ground 6 is premature and is speculative.*
13. *Ground 7 is unintelligible. Respondent avers that the process of evaluation is fully compliant with existing procurement laws and Applicant has utterly failed to show in what manner, the Respondent has encouraged breaches of any law through evaluation of bid.*

D. Under Ground 9:

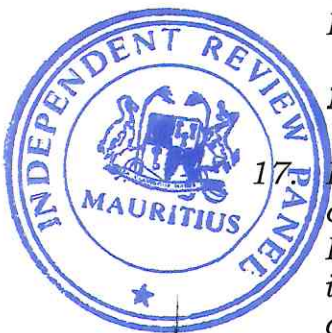
14. *The Respondent avers that the last paragraph of its letter of reply to the Challenge does not make any admission of any breach in any manner whatsoever, save and except that the Applicant's attention was drawn to the self-contradictory calculations of number of security guards required and to be deployed according to its own document annexed to its challenge. Respondent further refers to the discrepancies showed at paragraph 11 of the SOD as an example of further discrepancies.*

E. Under Ground 10:

15. *Respondent avers that this ground is totally misconceived and erroneous in as much as the Respondent is not bound to disclose detailed pricing policy of any bid to the extent that it is not unfair and/or unreasonable in respect of any bid.*
16. *In the present matter, the Applicant knew from day 1, the bid of each bidder upon opening of bids in compliance with the Procurement Laws.*

F. Under Ground 11:

17. *Respondent avers that this ground is highly defamatory and is casting serious doubts on the integrity of the officers of the Respondent who have dealt with this tender exercise, without an iota of evidence attached. Respondent therefore, insists that this ground be expunged and/or disregarded in its entirety.*
18. *Respondent for sake of completeness, vehemently denies the grounds 11 and further avers that it is speculative and gratuitous. The contract awarded is a contract for service and variations are not catered for in the bidding document, irrespective of the capacity of the selected bidder to pay the minimum wages to its employees.*



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19. Respondent has denied the SOC in its entirety and avers that most of the paragraphs are completely irrelevant for the purpose of determining the present matter.
20. In view of the foregoing, the Respondent therefore moves that the present application be set aside inasmuch as it is misconceived and erroneous for the reasons mentioned above.”

H. Reply to the Statement of Defence

The Applicant filed a reply to the Statement of Defence as follows:-

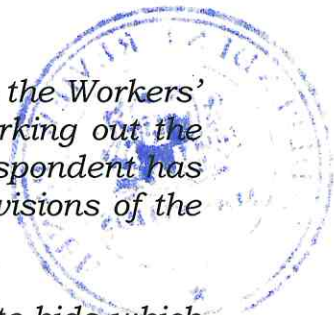
- “1. Applicant has taken cognizance of the statement of defence of the Respondent dated 21st May 2021, communicated on 22nd May 2112, hereinafter referred to as “SOD”.
2. The Applicant denies all the facts/averments and pleadings in the SOD and maintains all matters and grounds set out in its Statement of Case and all its grounds dated 13th May 2021.

A. Reply to Preliminary Objections.

3. Grounds 4 and 8 of the grounds for review are set out hereunder:

“The Public Body is erred:-

4. In not instructing bidders in the bidding documents to provide a detailed breakdown of the quotes for a proper evaluation and selection process; this in turn does not allow the Public Body to freely assess and evaluate the bid.
8. In setting terms of reference clearly in breach of Worker’s Rights”
4. It is submitted that ab intio, the non-compliance with the Workers’ Rights Act was not apparent; it is only through working out the figures for the bid that it became obvious that the Respondent has set out requirements which in fact breaches the provisions of the law as regards workers’ rights.
5. Any bidding document which in fact proposes to invite bids which will have the effect of being contrary to any law is in breach of Public Order and de facto cannot stand. It is trite that legitimate rights have an overriding application and therefore take precedence. Public Procurement Regulation 48 requires an Applicant to challenge a bidding document within 5 days after the bid was issued; however if the matter becomes apparent upon award, namely when the figures and workings of the Successful



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Bidder demonstrates that Worker's Rights will not be complied with, not only was the Applicant not in a position to raise grounds 4 & 8 within the 5 working days as required but further, the Worker's Rights Act takes precedence over Regulation 48.

6. *What has not been taken into consideration by the Respondent is that a per employment may agree to work in excess of 48 hours in a week without extra remuneration provided that the average number of hours in a fortnight (15 days) does not exceed 96 hours or such lesser number of hours as may be specified in an agreement; it is apt to also note that such employee will be entitled to at least one rest day in any working week and that rest day must at least twice a month, be a Sunday.*
7. *Therefore, in light of the foregoing, what is being asked is to deny the employee such rights in formulating the bid as per requested.*
8. *Reference: will be made to the stand previously taken by the Central Procurement Board when dealing with the procurement for services for all Hospitals and other Health Institutions vide CPB 76/2019 wherein in evaluating a similar bid for procurement of services, consideration was given "the remuneration rate quoted, inclusive of basic wages and salaries, transport cost, day and night shift payment, overtime payment, bonus, leaves, office expenses, overhead and other related expenses such as uniforms and protective items, time off for meal and tea break etc" (a copy of letter from CPD dated 14th January 2021 is attached.*

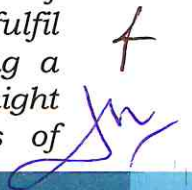
B. UNDER GROUNDS 1, 2 and 3

9. *Grounds 1, 2 and 3 of the grounds for review are set out hereunder:*

"The Public Body is erred:-

1. *In relying solely on the undertaking of the selected bidder to comply with the requirements of clause 4.6 of the General Conditions of the contract : labour clause;*
2. *In merely accepting the undertaking of the Successful Bidder as to compliance with Workers' Rights, the Public Body has acted contrary to established previous decisions of the Independent Review Panel;*
3. *In not looking for any justification to substantiate this undertaking so as to determine the availability of funds of the lowest bidder and also to decide whether it can fulfil the requirement of the workers' Rights Act in paying a decent salary/wage to its workforce, which might otherwise result in poor service delivery in terms of*





incidence of thefts/damages to clients' assets which the workforce is deemed to safeguard seriously".

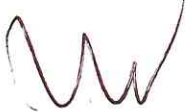
10. *It is not accurate that the "Respondent did not rely solely on the undertaking of the Selected bidder in connection with the requirements of clause 4.6 of the GCC" as set out under clause 6 of the Respondent's SOC. The Respondent in its letter dated 10th May to the Applicant, in its reply to the Challenge dated 6th May 2021 of the Applicant, clearly states that it is relying upon the "documentary evidence that it [the Selected Bidder] will comply with the requirements of clause 4.6 of the General Conditions of Contract" (a copy of IRP Decision No. 08/20 is herewith attached. Further, reference is made to the decision of the IRP in the case of "Rapid Security Services Ltd v/s Ministry of Health and Wellness C/N 12/20 IRP" being Decision No. 08/20, where the IRP subscribed itself to the conclusion that "the simple fact than an undertaking has been given by the successful bidder, like all other bidders, to pay the lawful rate [of remuneration] to its employees is not in itself a justification or comfort that the procurement project will be seen smoothly".*
11. *According to the extensive computations provided in the Applicant's SOC, by no stretch of imagination will be Selected Bidder be in a position to comply with the Workers' Rights Act 2019 nor with Circular No. 1 of 2020 issued by the Procurement Policy Office and not even with Directive No. 37 of 2018 of the Procurement Policy Office.*
12. *Respondent at clause 9 of its SOC submits that Ground 3 is misconceived in as much as the Bidding Document already caters for any thefts or vandalism occurring on Site at Section 7.1.8; this is quite erroneous in as much as the sites to be guarded are high risks one. However, the provision made in the contract for such high risks sites are in fact penalties provisions, namely for thefts and vandalism, Rs. 2, 000/- per occurrence plus compensation and costs of all damages/losses suffered will be deducted from the Contractor's monthly payment due.*

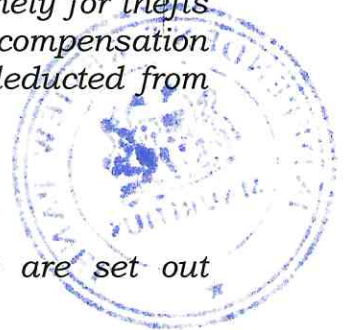
C. UNDER GROUNDS 5, 6 and 7

13. *Grounds 5, 6 and 7 of the grounds for review are set out hereunder:*

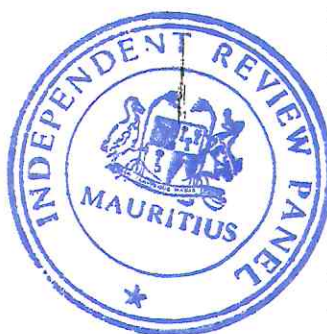
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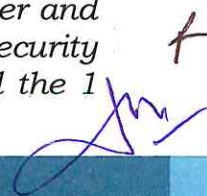
5. *In making a misleading calculation of the number of security guards to be deployed on certain sites; and*





6. *In choosing a bidder for award who will fail to fulfil its obligations towards its employees in terms of payments/salaries as provided in law.*
7. *In selecting a Bidder who will not be able to abide by the law, thereby encouraging a breach of law through its process of evaluation”.*
14. *To say that such grounds cannot stand and is erroneous; though it may not be for the Respondent to calculate the number of Security Guards as required under Activity Schedules A, B and C, it is still for the Respondent to ensure that in applying these schedules and evaluating the bid and the Applicant’s subsequent challenge, the Respondent inexorably had to consider the number of guards to be deployed. In order to determine which of the bidder has submitted the most responsive bid whilst at the same time ensuring that all prevailing laws and regulations are complied with, the Respondent will have had to examine and indeed did the workings provided as part of Activity Schedules A, B & C taken together. This is found at the last page of Annex C of the Respondent’s SOC. How else would the Respondent have evaluated the bid and deemed the Applicant to have quoted four security guards quoted by the Selected Bidder. However, in admitting that the Respondent has not looked at the proposed number of security guards to be deployed, it is admitting that it has failed to properly and thoroughly examine the bid in order to reach to the most responsive one.*
15. *Now, turning to Activity Schedule A & B of the Applicant’s proposed deployment of guards, the number of guards as deployed is deemed correct and is agreed upon by the Respondent. However, the Respondent does not agree with Activity Schedule C – serial no 19, 22, 23 and 24 that Applicant will have to deploy 3 guards on 8 hours shift system. According to the Respondent, 2 security guards ought to be have been posted on the 4 sites on a 12hr basis namely, there should be security guards working on 8hr shifts, with an additional four hour overtime per day. The bidding document does not specifically stipulate for 2 guards to be deployed on a 24hr basis i.e 12hr shift system which includes 8hr normal shift and 4 hr overtime per day. In order to meet the bids requirement, the Applicant has proposed 3 guards (1 guard on a 24hr basis) to be deployed on a 8hr shift system for more vigilance, therefore sites being high risk and larceny prone areas where frequent mobile patrols are required, involving higher costs in terms of petrol, vehicle wear & tear and additional man power such as employment of driver and observer. The Respondent has computed the number of security guards to be deployed whereas the Applicant has counted the 1*





additional guard at each of each of the high risk sites found at Activity Schedule C, namely at Site nos. 19, 22, 23 and 24.

16. *Whereas the Respondent has calculated its costing for the salary per security guard per month as Rs. 13,000 per security guard for the 54 security guards accruing to the amount of Rs. 16,848,000 in 24 months, this is deemed to be contrary to the provision of the Worker's Rights Act.*
17. *Now turning to the workings of the Selected Bidder, an estimate of its quoted price could be as follows:*

*Rs 21,244,560 divide by 24 months = Rs 885,190
Rs 885,190 divide by 54 guards = Rs 16,392.40
Estimated cost = Rs 16,392.40 per guard/month*

In the light of the foregoing, the Selected Bidder is not meeting the requirements of the Worker's Rights Act 2019 and its subsequent regulations regarding payment of salaries and wages as its bid is abnormally low. In fact, compliance with the Worker's Right Act 2019 and applying the formula of a security guard on a 12 hour basis would mean that a security guard will in fact cost the Selected Bidder or anyone Rs. 23,892 per month.

18. *Now, in turn, applying the formula as set out in Annex C of the Respondent's Statement of Case, it again appears that the sum estimated by the Respondent is fallacious and wrong; in fact, as per the said annex, should a Security Guard be posted on a 12 hourly basis, he will only be able to work four days a week and will have to be put on leave for the next three days as he would exceed exceed the stipulated 48 hours per week as per the Remuneration Order for Security Guards (a copy of Government Notice No. 223 of 2019. A computation of breakdown of prices in accordance with the Worker's Rights Act taking into consideration a deployment of 54 guards and a deployment of 58 guards. To support the foregoing, reference is made to Decision 07/21 of the IRP in the case of Rapid Security Services Ltd, where the then Applicant could not succeed in as much as there was non-compliance with Remuneration Regulation. Therefore, in applying the said decision in IRP07/21, the reasonable conclusion would be that the Selected Bidder does not comply in the manner its bid is couched, with the said Remuneration Order.*

D. UNDER GROUND 9

19. *Ground 9 of the grounds for review are set our hereunder:*

"The Public Body is erred:-




In concluding in its reply to the Challenge by the Applicant that the latter will deploy “more security guards than that required in the bidding document”,, this being in direct conflict with the requirements of Section IV of the Bidding Document”.

20. *The above ground is quite clear; how else would the Respondent reach its conclusion to the effect that “more security guards than that required in the bidding document” had it not embarked in such an exercise, namely assessing the number of guards deployed by each bidder as per Activity Schedules A, B & C. Moreover, the submissions set out herein are reiterated.*

E. UNDER GROUNDS 10 & 11

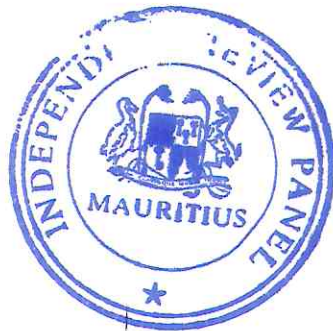
21. *Grounds 10 and 11 of the grounds for review are set out hereunder:*

“The Public Body is erred:-

10. Failing to disclose a detailed computation of the activity schedules and price schedules for the bid, of the Successful Bidder, thus failing to act in all transparency and fairness.

11. Selecting a Bidder who will be unable to comply with the Worker’s Rights Act and knowingly selecting such a Bidder who will be likely to apply for an increase in the contract award amount to enable it to fulfil its legal obligations”.

22. *The submissions set out herein are reiterated.”*



I. The Hearing

The Hearing was held on 18 June 2021. There was on record a Statement of Case and a Statement of Defence filed by Applicant and by the Respondent respectively, along with a Statement of Reply by the Applicant.

The Applicant was represented by Mrs R. Jaddoo Jaunbocus, Barrister whereas the Respondent was represented by Mr N. S. Hussene, Barrister.

The Successful Bidder did not cause any appearance.

J. Findings**1.-Preliminary Objections.**

At the outset the Panel wishes to record, that after considering the facts of the case, it concurs with the Respondent's view that Grounds 4 and 8 challenge the Bidding Document itself. Such Challenge of the Bidding Document should have been made within 5 days after the issue of bids and as per Regulation 48 and therefore cannot be entertained at this stage by the Panel.

2.-Undertaking of the Selected Bidder to abide by the requirements of the Labour Clause.

Section 4.6 of the General Conditions of the Contract of the Bidding Document (GCC) makes provisions for the Labour Clause to be abided by the Contractor. The Panel finds that the Respondent did not rely solely on the undertaking given by the Selected Bidder to abide by the requirements of Clause 4.6 of the GCC as alleged by the applicant in Grounds 1, 2 and 3 of its Application for Review. Moreover, the Respondent is not bound to disclose details of any other bid to the Applicant. (Ground 10).

3.-Bid Evaluation and Abnormally Low Bid:

This Application for Review, is founded, in essence on the proposition that the Successful Bidder's bid is Abnormally Low (ALB) when taking into account the minimum wages and salaries to be paid to staff in line with applicable Labour Laws. The Application for Review further insists on the Respondent's alleged failure to properly evaluate the Bids and the capability of the Successful Bidder to perform the contract and satisfy all the conditions related thereto with the rates quoted.

The Report starts with mentioning that the amount budgeted for new contract security services for 24 months was MUR 30 million excluding VAT but at the end of the report it is mentioned that the bid submitted is 29% lower as compared to the cost estimate. The witness who deponed on behalf of the public body failed to make the difference between an estimate and budget. The Panel finds that in the Bid Evaluation Report, the submissions and at the hearing the amount of MUR 30 Million have been interchangeably referred to as a budget as well as a contract estimate.



The second issue was on the ALB that is Abnormally Low Bids; the report did mention that the bid submitted by the Successful Bidder was lower by 29% as compared to the cost estimate but based on the bidder's submissions it was of no concern as to the ability the bidder performing the procurement contract.

Directive no.52 issued by the Procurement Policy Office provides guidelines while dealing with Abnormally Low Bids.

Subsection D provides for other services.



1. The first step is for the BEC to identify
2. One component
3. After the analysis, if the BEC has concerns on the ability of the bidders to perform the contract, it may proceed as specified in A.3 and A.4 above.

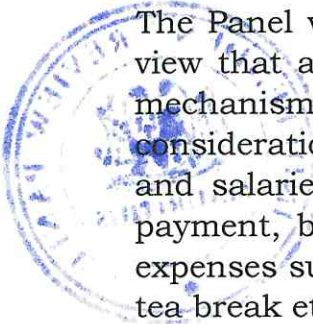
A.3 provides: If, after investigating the bid price and its constituent elements, the BEC has concerns as to the ability of the bidder to perform under the contract, it may request the public body or the Board to seek in writing from the bidder such additional information as it may require.

A.4 provides: Where, after having taken into account any information furnished by the bidder and the information included in the bid, the Bid Evaluation Committee still has concerns as to the ability of the bidder to perform the procurement contract, it may recommend rejection of the bid and proceed in a similar manner with the next lowest evaluated substantially responsible bid(s), subject to approval of the public body or the Board.

The BEC despite concluding that the bid submitted by the Successful Bidder was lower by 29% did not deem it fit to apply Directive 52 but simply concluded by mentioning that the BEC has no concern as to the ability of the bidder to perform the procurement contract without mentioning of how it has no concern. The Panel views that Directive 52 should have been applied and/or the BEC should have mentioned in details of how it is satisfied that the Successful Bidder would have

performed the contract despite being lower 29% lower. What is more of concern is that the witness appearing for the Public Body could not explain to the Panel of how the Public Body had arrived at the budgeted figure MUR 30million.

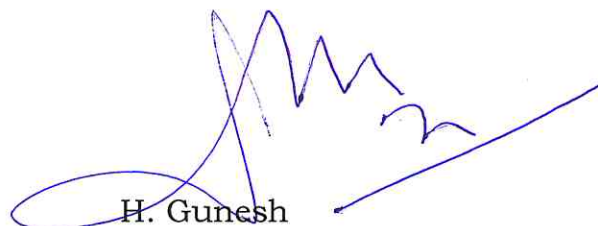
The Panel later requested the Public Body to submit the details of its cost estimate. Same was submitted but after a perusal of the document the Panel could not find all needed information of how the man-month rate was arrived at.



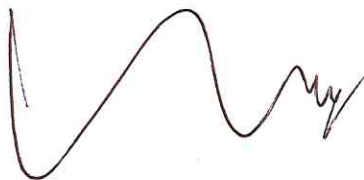
The Panel without dwelling in all other issues, is at this stage of the view that a breakdown of the amount quoted according to the price mechanism applied in the Price Activities schedule, taking into consideration the remuneration rates, quoted, inclusive of basic wages and salaries, transport cost, day and night shift payment, overtime payment, bonus, leaves, office expenses, overhead and other related expenses such as uniforms and protective items, time off for meal and tea break etc be taken into account.

K. Conclusion

The Panel, after its observations made above, has no alternative but to make a recommendation of a re-evaluation of the bids and such re-evaluation be carried out by a newly constituted Bid Evaluation Committee.



H. Gunesh
(Vice-Chairperson)



V. Mulloo
(Member)



R. Mungra
(Member)

Dated: 6th July 2021