

METRO EXPRESS LTD

INVITATION FOR BIDS WITHIN A FRAMEWORK AGREEMENT

FOR

RAIL/ROAD MINOR WORKS

Procurement Ref: MEL/ONB/RRMN/25/20

OPEN NATIONAL BIDDING

PART 1

Metro Express Ltd 3rd Level, Sicom Tower Wall Street, Cybercity Ebene 72201

Tel: +230 460 0460

Email: procurement@metroexpressltd.org

Issue Date: 24th December 2020

PREAMBLE

The present Invitation to participate in a Framework Agreement exercise concerns the selection of Contractors for the implementation of rail/road minor works on behalf of the Metro Express Ltd over a one-year period.

The works to be executed consist of rail/road works which include, but not limited to the construction of new roads, upgrading and resurfacing of existing roads and associated works such as construction of footpaths, concrete works, provision of handrails, raising of manholes, provision of bus laybys, line marking, fixing of traffic signs, implementation of road safety measures of all types, etc...

In the present exercise, the Metro Express Ltd intends to conclude Framework Agreements with more than one Contractor and is inviting bids through Open National Bidding.

Contractors will be selected on the basis of technical, financial and commercial requirements specified in the Bidding Documents and their quoted Price.

Works will be allocated through Call Offs. The works will be implemented through the issue of Works Orders as and when required in which the specific works to be implemented will be detailed. Each Works Order shall constitute a separate contract under the Framework Agreement.

Works will be allocated as and when required for values ranging from MUR 5M to MUR 30M (VAT exclusive), based on the lowest evaluated price of specific BOQ's calculated using the quoted rates of the Contractors selected under the terms and conditions of the Framework Agreement.

The total value of projects expected to be implemented by the Metro Express Ltd under the Framework Agreement over the one-year period is estimated at MUR 350M.

Contractors with whom a Framework Agreement has been concluded are not guaranteed that they would be awarded Call Offs. Moreover, new works contract will not be awarded to the same Contractor if the performance of the Contractor on previous Call Offs are repeatedly unsatisfactory giving rise to many or frequent remedial works or works are delayed for reasons attributable to the Contractor.

PART 1

SELECTION PROCEDURES

Section I – Instructions to Contractors

Section II – Evaluation and Qualification Criteria

Section III – Proposal Forms

Section I. Instructions to Contractors

Table of Clauses

A. (General		5
	1.	(a) Scope of Framework Agreement	5
		(b) Framework Agreement Procedures	6
	2.	Source of Funds	6
	3.	Fraud and Corruption	6
	4.	Eligible Contractors	8
	5.	Eligible Materials, Equipment, and Services	10
В.	Contents of	f Framework Agreement Documents	10
	6.	Sections of Framework Agreement Documents	
	7.	Clarification of Framework Documents prior to submission of proposal	
	8.	Amendment of Framework Documents	
C.	Preparatio	on of Proposals	12
	9.	Cost of Application	
	10.	Language of Proposal	
	11.	Documents Comprising the Proposal	
	12.	Letter of Proposal and Schedules	
	13.	Proposed Rates and Discounts	
	14.	Currencies of Proposal and Payment	
	15.	Documents Comprising the Technical Proposal	
	16.	Documents Establishing the Qualifications of Contractors	
	17.	Period of Validity of Proposals	
	18.	Format and Signing of Proposal	
D.	Submission	n and Opening of Proposals	15
	19.	Sealing and Marking of Proposals	
	20.	Deadline for Submission of Proposals	
	21.	Late Proposals	
	22.	Withdrawal, Substitution, and Modification of proposals	16
	23.	Opening of proposals	
E.	Evaluation	and Comparison of Proposals	17
	24.	Confidentiality	
	25.	Clarification of Proposals	
	26.	Deviations, Reservations, and Omissions	
	27.	Determination of Responsiveness	
	28.	Nonmaterial Nonconformities	
	29.	Correction of Errors	
	30.	Margin of Preference	
	31.	Evaluation of Proposals	
	32.	Public Body's right to accept any proposal, and to reject any or all proposals	
F.	Selection f	or conclusion of framework agreement	20
	33.	Selection of Contractors	
	34.	Notification of Selection	
	35.	Signing of Framework Agreement	
	36.	Performance Security	

Section I. Instructions to Contractors

A. General

1. (a) Scope of Framework Agreement

1.1

- The Metro Express Ltd (MEL), also referred to herein as MEL is inviting bids from qualified local contractors registered in Civil Engineering Construction Works with the Construction Industry Development Board (Mauritius) for construction of roads, resurfacing, upgrading of existing roads and associated works across Mauritus within a Framework Agreement.
- 1.2 MEL is responsible for the selection process, to establish and manage the framework agreement on terms and conditions indicated in the model provided in Section V, Framework Agreement. MEL shall procure works through "call-off" under contract with the selected contractors and shall be liable individually for the respective contract issued under each "call-off" as more fully defined in the Framework Agreement. MEL are also referred to as Employer when in contract with any contractor for a particular work.
- 1.3 Throughout these Framework Agreement Documents:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
- 1.4 The works shall consist of rail/road works including construction of roads, resurfacing, upgrading including associated works such as construction of footpaths, drains, geometric and structural improvements, provision of handrails, raising of manholes, rail/road marking and implementation of road safety measures of all types for the period of the contract.
- 1.5 To allow works to be carried out by different Contractors, the framework agreement shall allow for the selection, as far as reasonably possible, at least three (3) Contractors based on their technical and financial capabilities to undertake works.
 - The total value of projects to be implemented under the Framework Agreement is MUR 350M.
- 1.6 Works will be allocated as and when required for values ranging from MUR 5M to 30M,

- 1.7 However, to be qualified for works, the contractor must unconditionally meet the criteria, listed in Section II Evaluation and qualification criteria.
- 1.8 Should an emergency arise, MEL may award contracts to any Contractor for Emergency Works other than that in which they have been selected in case the selected Contractor is unable to undertake the works. Award of contracts for Emergency Works to Contractors will be subject to their current workloads as per their respective technical and financial capability.
- 1.9 The selection of a Contractor to the framework does not constitute a **commitment** or **guarantee** by MEL or any other public body to procure any services from the selected Contractors.

(b) Framework Agreement Procedures

- 1.10 The framework agreement shall be a "closed framework agreement without second-stage bidding". It means that it is a framework agreement where the terms and conditions of the procurement are set out at the time the agreement is entered.
- 1.11 The framework agreement shall be for a period of **One year.**

2. Source of Funds

2.1 The works shall be financed by the budgetary allocation of the respective public body procuring works under the framework agreement.

3. Fraud and Corruption

- 3.1 It is the policy of the Government of the Republic of Mauritius to require public bodies and state-owned companies, as well as Contractors, suppliers, and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, to observe the highest standard of ethics during the formation agreements and contracts execution. 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

¹ In this context, any action taken by a contractor, 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.

- 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 MEL or Public Body's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Lead organisation's or Public body's inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal if it determines that the Contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the framework agreement or contract in question; and will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring

7

² "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Employer'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, non competitive levels.

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

such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract or form part of a framework agreement; and (ii) to be a nominated^b subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

- 3.2 In pursuance of this policy, MEL shall be permitted to inspect any accounts and records and other documents relating to the Proposal and contract performance, and to have them audited by auditors appointed by MEL.
- 3.3 MEL and the other Contracting public bodies party to this framework agreement commit themselves to take all measures necessary to prevent fraud and corruption and ensures that none of their staff, personally or through their close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for them or third person, any material or immaterial benefit which he/she is not legally entitled to. If they obtain information on the conduct of any of their employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, they will inform the relevant authority(ies)and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

4. Eligible Contractors

- 4.1(a) In accordance with CIDB Act 2008, Contractors currently operating in the construction industry have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.
 - (b) Bidders are strongly advised to consult the website of the CIDB *cidb.govmu.org* for further details concerning registration of contractors.
- 4.2. A Contractor may be a natural person, private entity, government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture:
 - (a) all partners shall be jointly and severally liable for the execution of the framework agreement or contract in

8

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 contractor 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 contractor's pre-qualification application or the bid; or (ii) appointed by the Employer.

- accordance with their respective terms and conditions, and
- (b) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the selection process and, in the event the JV is selected for the framework agreement or awarded contracts, during work execution.
- 4.3 A contractor and all partners constituting the contractor, may have the nationality of any country. A Contractor shall be deemed to have the nationality of a country if the Contractor 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 sub-contractors or suppliers for any part of the contract including related Services.
- 4.4 A contractor shall not have a conflict of interest. All contractors found to have a conflict of interest shall be disqualified. A contractor may be considered to have a conflict of interest with one or more parties in this process, if:
 - (a) they have at least one controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this proposal; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the selection of another Contractor, or influence the decisions of MEL regarding this selection process; or
 - (e) a Contractor or any of its affiliates has been hired (or is proposed to be hired) by MEL as Engineer (Project Manager) for the contract implementation under the framework agreement.
- 4.5 (a) A firm that has been sanctioned by the Government of the Republic of Mauritus shall be ineligible to form part of a framework agreement.
 - (b) A firm that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for proposal submission and thereafter shall be disqualified.
 - (c) Proposals from contractors appearing on the ineligibility lists of African Development Bank, Asian Development

Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*

- 4.6 Government-owned entities in the Republic of Mauritius shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of MEL or the contracting public bodies.
- 4.7 Contractors shall provide such evidence of their continued eligibility satisfactory to MEL, as MEL shall reasonably request.
- 5.8 Contractors shall be excluded if:
 - (a) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or
 - (b) 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, the Republic of Mauritius prohibits any import of goods or contracting of Works or services from that country or any payments to persons or entities in that country.
- 5. Eligible Materials, Equipment, and Services
- 5.1 The materials, equipment and services to be supplied under the contract shall have their origin in any eligible source country. At MEL's request, Contractors may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Framework Agreement Documents

6. Sections of Framework Agreement Documents

6.1 The Framework Agreement Documents consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITC 8.

PART 1 - Selection Procedures

- Section I. Instructions to Contractors (ITC)
- Section II. Evaluation and Qualification Criteria
- Section III. Proposal Forms
 - a. Letter of Proposal
 - b. Margin of Preference Declaration
 - c. Bill of Quantities

- d. Technical proposals
- e. Contractor's Qualifications

PART 2 - Works Requirements

- Section IV. Works Requirements
 - a. Specifications,
 - b. Description and Method of Payment
 - c. Drawings,

PART 3 - Model Framework Agreement and Schedules

- Section V. Framework Agreement and Schedules
- Section VI. General Conditions (GC)
- Section VII. Particular Conditions (PC)
- 6.2 The notice for invitation to participate in the Framework Agreement issued by MEL is not part of the Framework Documents.
- 6.3 MEL is not responsible for the completeness of the Framework Documents and their addenda, if they were not obtained directly from the source stated by MEL in the invitation for participation in the Framework Agreement.
- 6.4 The Contractor is expected to examine all instructions, forms, terms, and specifications in the Framework Agreement Documents. Failure to furnish all information or documentation required by the Framework Documents may result in the rejection of the proposal.
- 7. Clarification of
 Framework
 Documents prior to
 submission of proposal
- 7.1 A prospective Contractor requiring any clarification of the Framework Documents shall contact MEL by email at the address hereunder:

The Chief Executive Officer Metro Express Ltd 3rd Floor, Sicom Tower Wall Street Ebène

Telephone: +230 460 0460 Fax No: +230 489 2466

Electronic mail address: procurement@metroexpressltd.org

or raise his enquiries during the meeting provided. MEL will respond in writing to any request for clarification not later than

five (5) days before the deadline for submission of proposals, provided that such request is received **not later than seven (7)** days prior to the deadline for submission of proposals. MEL shall forward copies of its response to all Contractors who have acquired the Framework Documents through its website, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Framework Documents, MEL shall amend the documents following the procedure under ITC 7 and ITC 20.2.

8. Amendment of Framework Documents

- 8.1 At any time prior to the deadline for submission of proposals, MEL may amend the Framework Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Framework Documents and shall be communicated in writing to all who have obtained the Framework Document from MEL.
- 8.3 To give prospective Contractors reasonable time in which to take an addendum into account in preparing their proposals, MEL may extend the deadline for the submission of proposals, pursuant to ITC 20.2.

C. Preparation of Proposals

9. Cost of Application

9.1 The Contractor shall bear all costs associated with the preparation and submission of its proposal, and MEL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

10.Language of Proposal

- 10.1 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Contractor and MEL shall be written in English. Supporting documents and printed literature that are part of the proposal 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 proposal, such translation shall govern.
- 10.2 Notwithstanding the above, supporting documents in French submitted with the proposal may be accepted without translation.

11.Documents Comprising the Proposal

- 11.1 The Proposal shall comprise the following:
 - (a) Letter of Proposal
 - (b) Completed schedules as required, including priced Schedule of Rates, in accordance with ITC 11 and 14;

- (c) Written confirmation authorizing the signatory of the proposal to commit the Contractor, in accordance with ITC 18.2;
- (d) Documentary evidence establishing the Contractor's qualifications to perform the contract if its proposal is accepted; and
- (e) Technical Proposal in accordance with ITC 15;
- (f) Name(s) of local supplier(s) where asphaltic concrete material will be procured together with a written undertaking from the supplier(s) that t he material will be supplied to the Contractor if selected;
- (g) An undertaking with written evidence from an insurance company duly registered in Mauritius or in case of a foreign insurance company through a correspondent insurance company duly registered in Mauritius, that the contractor will be issued the insurance covers in adequate amount as required for this framework agreement, if selected, and
- (h) Any other document to allow for the assessment of the proposal as per the requirements mentioned in the Framework Agreement documents.
- 11.2 In addition to the requirements under ITC 11.1, proposals submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful proposal shall be signed by all partners and submitted with the proposal, together with a copy of the proposed agreement.

12.Letter of Proposal and Schedules

12.1 The Letter of Proposal and Schedules, including the Schedule of Rates, shall be prepared using the relevant forms furnished in **Section III, Proposal Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITC 18.2. All blank spaces shall be filled in with the information requested.

13.Proposed Rates and Discounts

- 13.1 The rates and discounts proposed by the Contractor in the Schedule of Rates shall conform to the requirements specified below.
- 13.2 The Contractor shall fill in rates for all items of the Works described in the Schedule of Rates. If no rate or price is entered by the Contractor, the proposal shall be declared non-responsive and the Contractor shall not be considered

for selection. Bidders are to submit copies of the Schedule of Rates/BOQs in hard and soft copies CD's in Excel.

- 13.3 The rates to be quoted in the Schedule of Rates, in accordance with ITC 13.1, shall be the rates, including any discounts offered.
- 13.6 All duties, taxes, and other levies payable by the contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of proposals, shall be included in the rates and prices submitted by the Contractor.

14.Currencies of Proposal and Payment

14.1 The currency of the proposal and the currency of payments shall be **Mauritian rupees**.

15.Documents Comprising the Technical Proposal

15.1 The Contractor shall furnish a Technical Proposal including equipment, personnel, schedule and specifications as stipulated in Section III and IV, in sufficient detail to demonstrate the adequacy of the Contractor's proposal to meet the work requirements.

16.Documents Establishing the Qualifications of Contractors

16.1 To establish its qualifications to perform the Contract in accordance with Section II (Evaluation and Qualification Criteria) the Contractor shall provide the information requested in the corresponding information sheets included in Section III (Proposals Forms) and any additional information it deems appropriate.

17.Period of Validity of Proposals

- 17.1 Proposals shall remain valid for the period *One hundred and Twenty (120)* days i.e. up to **Friday, 14 May 2021.** A proposal valid for a shorter period shall be rejected as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the validity period of the proposal, MEL may request Contractors to extend the period of validity of their proposals. A Contractor granting the request shall not be required or permitted to modify its proposal.

18.Format and Signing of Proposal

- 18.1 The Contractor shall prepare **one original** of the documents comprising the proposal as described in ITC 11 and clearly mark it "ORIGINAL." In addition, the Contractor shall submit **2 copies** of the proposal clearly mark them "COPY." The copies shall be identical to the original. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Contractor, **as indicated**

hereunder. All pages of the proposal where entries or amendments have been made are required to be signed or initialed by the person signing the proposal.

- 18.3 The written confirmation of authorization to sign on behalf of the Contractor shall be attached to the proposal. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the board or through a Power of Attorney.
 - (a) The name and position held by each person signing the authorization must be typed or printed below the signature.
 - (b) In the case of proposals submitted by an existing or intended JVA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, 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 JVA during the application process and, in the event the JVA is selected for the framework agreement and allocation of works during contract execution.
- 18.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

D. Submission and Opening of Proposals

19.Sealing and Marking of Proposals

- 19.1 The Contractor shall enclose the original and all copies of the proposal, 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.
- 19.2 The inner and outer envelopes shall:
 - (a) bear the name and address of the Contractor;
 - (b) be addressed to the

The Chief Executive Officer Metro Express Ltd 3rd Floor, Sicom Tower Wall Street, Ebene Mauritius

- (c) bear the specific identification of this Framework Documents indicated in the Invitation for Participation and
- (d) bear a warning not to open before the time and date for proposal opening.

19.3 If all envelopes are not sealed and marked as required, the public body shall bear no responsibility for the misplacement or premature opening of the proposal.

20.Deadline for Submission of Proposals

20.1 Proposals must be received by MEL at the address indicated in ITC 19.2 no later than:

Date: Friday, 15 January 2021

Time: 13.30 hrs (local time) at latest.

Proposals submitted by electronic means will not be accepted.

20.2 MEL may, at its discretion, extend the deadline for the submission of proposals by amending the Framework Agreement Docments in accordance with ITC 8, in which case all rights and obligations of MEL and contractors previously subject to the deadline shall thereafter be subject to the deadline as extended.

21.Late Proposals

- 21.1 MEL shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITC 19. Any proposal received by MEL after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Contractor.
- 22. Withdrawal, Substitution, and Modification of proposals
- 23.1 A Contractor may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC 19.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITC 20 and ITC 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and
 - (b) received by the CPB prior to the deadline prescribed for submission of proposals, in accordance with ITC 21.
- 23.2 Proposals requested to be withdrawn in accordance with ITC 23.1 shall be returned unopened to the Contractors.
- 23.3 No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of validity of proposal specified by the Contractor on the Letter of Propsal or any extension thereof.

23. Opening of proposals

- 23.1 There shall be no public opening of proposals.
- 23.2 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. substitution shall be permitted unless the notice corresponding substitution contains 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.
- 23.3 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.
- 23.4 MEL 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.

E. Evaluation and Comparison of Proposals

24. Confidentiality

24.1 Information relating to the proposals of Contractors and recommendation of selection for the framework agreement shall not be disclosed to contractors or any other persons not officially concerned with such process until information on selection to form part of the framework agreement is communicated to all Contractors.

24.2 Any attempt by a Contractor to influence MEL in the evaluation of the proposals or framework agreement decisions may result in the rejection of its Proposal.

25.Clarification of Proposals

- 25.1 To assist in the evaluation of the proposals, and qualification of the applicants, MEL may, at its discretion, ask any Contractor for a clarification of its proposal. Any clarification submitted by a Contractor that is not in response to a request by MEL shall not be considered. MEL's request for clarification and the response shall be in writing. No change in the rate and prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of discrepancies between words and figures errors discovered by MEL in the evaluation of the proposals, in accordance with ITC 29.
- 25.2 If a Contractor does not provide clarifications of its proposal by the date and time set in MEL's request for clarification, its proposal may be rejected.

26.Deviations, Reservations, and Omissions

- 26.1 During the evaluation of proposals, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Framework Agreement Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Framework Agreement Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Framework Agreement Document.

27.Determination of Responsiveness

- 27.1 MEL's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in ITC 11.
- 27.2 A substantially responsive proposal is one that meets the requirements of the Framework Agreement Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
 - (a) if accepted, would
 - affect in any substantial way the scope, quality, or performance of the framework agreement or works under the framework agreement specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Framework Agreement Document, MEL's rights or

the Contractor's obligations under the proposed Framework Agreement; or

- (b) if rectified, would unfairly affect the competitive position of other Contractors presenting substantially responsive proposals.
- 27.3 MEL shall examine the technical aspects of the proposal submitted in accordance with ITC 15, Technical Proposal, in particular, to confirm that all requirements of Section IV, Works Requirements have been met without any material deviation, reservation or omission.
- 27.4 If a proposal is not substantially responsive to the requirements of the Framework Agreement Document, it shall be rejected by MEL and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28.Nonmaterial Nonconformities

- 28.1 Provided that a proposal is substantially responsive, MEL may waive any non-conformity in the proposal that do not constitute a material deviation, reservation or omission.
- 28.2 Provided that a proposal is substantially responsive, MEL may request that the Contractor submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the rates and prices in the proposal. Failure of the Contractor to comply with the request may result in the rejection of its proposal.

29. Correction of Errors

- 5.9 Provided that the proposal is substantially responsive, MEL shall correct errors on the following basis:
 - (a) if there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless, in the opinion of MEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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 sub totals, the sub totals 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 obvious error, in which case the amount in figures shall prevail to (a) and (b) above.

30.Margin of Preference

30 Margin of Preference shall NOT apply.

31.Evaluation of Proposals

- 31.1 MEL shall use the criteria and methodologies defined in Section II of this Framework Agreement.
- 31.2 To evaluate a proposal, MEL shall consider the following:
 - (a) General and specific experience;
 - (b) Financial soundness of the firms;
 - (c) Contractor's Technical capacity in terms of Plants, equipment and vehicles as well as human resources;
 - (d) Past litigation history;
 - (e) Evidence of liquid and/or credit facility to execute woks under this contract; and
 - (f) Price based on the quoted rates in the Bill of Quantities.
- 31.3 The option which yields the most economical scenario for MEL will be used to select at least three contractors but a maximum of five contractors as given in Section II Evaluation and Qualification Criteria.

32. Public Body's right to accept any proposal, and to reject any or all proposals

32.1 MEL reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to the decision for the formation of the framework agreement without thereby incurring any liability to Contractors. In case of annulment, all proposals submitted and shall be promptly returned to the Contractors.

F. Selection for conclusion of framework agreement

33. Selection of Contractors

33.1 Subject to ITC 32.1, MEL shall select the Contractors whose proposals have been substantially responsive to the Framework Agreement documents.

34. Notification of Selection

- 34.1 Prior to the expiration of the period of validity of the proposals, MEL shall inform in writing, by a Letter of Acceptance to form part of the Framework Agreement, the selected Contractors of their proposed selection for the framework agreement and accordingly inform unselected Contractors. The Letter of Acceptance shall specify the type of framework agreement, pricing policy for contract award the public body will pay to the Contractor in consideration of the execution and completion of the Works under the framework agreement.
- 34.2 Until a formal Framework Agreement is prepared and concluded, the letter of Acceptance of selection for the framework agreement shall constitute a binding Agreement.

35.Signing of Framework Agreement

35.1 Promptly upon notification, MEL shall send the successful Contractors the Framework Agreement.

35.2 Within twenty-eight (28) days of receipt of the Framework Agreement, the successful Contractors shall sign, date, and return it to MEL.

36.Performance Security

- 36.1 For Standard Services Works, the Performance Security will be in the form of retention money.
- 36.2 Failure of the successful Contractor(s) to sign the Framework Agreement shall constitute sufficient grounds for the annulment of the selection to subscribe to the framework agreement.

Section II. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate proposals and select Contractors. In accordance with ITC 31, no other factors, methods or criteria shall be used. The Contractor shall provide all the information requested in the forms included in Section III, Proposal Forms.

1. Evaluation

- (a) Evaluation of the Contractor's proposal will include an assessment of the Contractor's financial capacity, past experience and performance in similar works, as well as its technical capacity to mobilize key equipment and personnel for the contract including the subcontractors and material sourcing in sufficient detail and fully in accordance with the Employer's Requirements. The bidder is to provide details of sub contractors' involvement for the types of work to be undertaken by them. To qualify for selection, bidders MUST satisfy all the minimum requirements of Sub-Clauses ITC 11 and 12.
- (b) An undertaking from an insurance company duly registered in Mauritius or in case of a foreign insurance company through a correspondent insurance company duly registered in Mauritius, that if selected for this framework, the contractor will be issued the insurance covers in amount and scope as required.
- (c) Contractors who submit a fully compliant proposal and past ALL the qualification criteria shall be qualified to enter into the Framework Agreement.
- (d) Whether a Contractor is selected, no new work contract will be awarded to that Contractor if the work of the contractor on <u>two previous call</u> offs are repeatedly unsatisfactory giving rise to many or frequent remedial works or are delayed for reasons attributable to the Contractor.
- (e) For evaluation purposes, so as to select contractors, as far as possible, a marking system will be used to rank the bidders. Schedule of rates and amount quoted shall be used. The bidder having submitted the lowest rate will obtain the maximum marks. The other bidders will be allocated marks on a pro-rata basis. The rate given in the List of Prices in words will be taken as the correct rate in case a discrepancy is noted between the rates in the Schedules of Rates and the List of Prices and Bill of Quantities.

	BILLS OF QUANTITIES								
BILL N	0 1								
Item	Description	Unit	Quantities	Rate (Rs)	Amount (Rs)				
1000	Preliminaries and General	%							
TOTAI	TOTAL BILL No 1								

BILL N	No 2				
Item	Description	Unit	Quantities	Rate (Rs)	Amount (Rs)
2000	Clear Site	m^2	25,000		
2001	Demolition of masonry, concrete structures, stones, kerbs and blockwall	m^3	5,000		
2002	Removal of existing concrete and masonry structures for reuse	m ³	1,000		
2003	Displacement of existing lighting, electricity and telephone poles	No	100		
2004	Fell trees (girths<= 1.5 m) and remove stumps	No	50		
2005	Fell trees (girths> 1.5 m) and remove stumps	No	35		
2006	Trimming of branches	No	250		
2007	Remove topsoil	m^3	3,000		
2008	Cut & patch Asphalt Concrete	m^2	200		
2009	Milling of Asphalt Concrete	m^3	6,300		
2010	Road excavation to any width	m^3	500		
2011	Excavation in any materials (including loose boulders) to any width	m^3	18,560		
2012	Excavation in rocks to any width and depth	m^3	6,000		
2013	Increase to items 210, 211 and 212 for excavating on widths < 0.5 m	m^3	2,000		
2014	Shape and compact subgrade in cut or in fill other than rock cut	m^2	14,892		
2015	Shape and compact subgrade in rock cut	m2	6,000		
2016	Compaction below fill areas	m2	5,000		
2017	Level and compact subgrade in fill	m2	5,000		
2018	Fill with materials from excavation	m3	10,000		
2019	Fill with materials from borrow pits, quarries etc other than source of supply	m3	500		
2020	Fill with boulders (100 – 500mm)	m3	1,900		
2021	Graded stone drainage layer (0/100)	m3	506		
2022	Graded stone base course (0/31.5)	m3	3,200		
2023	Graded stone base course (0/20)	m3	2,700		
2024	Increase to items 221 and 222 for compacting on widths < 0.5 m	m3	50		
2025	Prime road base	m2	11,300		
2026	Spray tack coat to bituminous surfaces	m^2	84,600		
2027	Bituminous Concrete Base Course 0/20 with 4.8% bitumen content	Tons	100		
2028	Bituminous concrete reshaping layer 0/14 with 4.5% bitumen content	Tons	7,008		

with 5.7% bitumen content Supply, lay manually and compact Bit Concrete Wearing Course 0/10 wi bitumen content		100	
Bituminous Concrete Wearing Cou with 5.7% bitumen content using asphalt from milling materials		5,000	
2032 Soft spot repairs	m ³	2,847	
2033 Concrete Grade 15	m ³	100	
2034 Concrete Grade 20	m ³	100	
2035 Concrete Grade 25	m ³	3,460	
2036 Concrete Grade 30	m ³	100	
2037 Concrete Grade 35	m ³	100	
2038 Concrete Grade 40	m ³	100	
2039 Formwork for low structures	m ²	400	
2040 Formwork for bridgeworks	m ²	50	
2041 Mild Steel Reinforcement	kg	1,000	
2042 High Tensile Reinforcement	kg	1,000	
2043 Concrete footpath	m^2	9,670	
2044 Block Wall (without rendering)	m ²	200	
2045 Block Wall (with rendering)	m ²	2,460	
2046 Reinforced Block Wall (without rende	ering) m ²	100	
2047 Reinforced Block Wall (with rendering	g) m ²	100	
2048 Vertical/Horizontal extension to blockwall	m²	1,500	
Provide regular stones and construct Structure	masonry m ³	2,440	
2050 Drain Type D300	m	1,000	
2051 Drain Type D300S	m	1,000	
2052 Drain Type D500	m	50	
2053 Drain Type D500S	m	1,500	
2054 Drain Type D700	m	100	
2055 Drain Type D700S	m	100	
2056 Absorption Drain Type D500	m	50	
2057 Absorption Drain Type D500S	m	50	
2058 Lined Trapezoidal Masonry Drain M1	m	1,000	
2059 Kerb Type K1	m	13,200	
2060 Kerb Type K2	m	390	
2061 Kerb Type K3	m	1,460	
2062 Kerb Type K4	m	390	
2063 Cracks Sealing	m ²	500	
2064 Manhole Raising (Internal Size < 500		100	
2065 Manhole Raising (Internal Size > 500 < 1000 mm)		100	
2066 Manhole Raising (Internal Size > 1000	0 mm) No	100	
2067 Double Bituminous Surface Treatment		2,000	

r				
2068	White Hot-Melt Thermoplastic 1.5 mm thick	m ²	3,723	
2069	Yellow Hot-Melt Thermoplastic 1.5 mm thick	m ²	1,000	
2070	White chlorinated paint	m ²	500	
2071	Yellow chlorinated paint	m ²	500	
2072	Supply and Fix Cat's Eyes	No	5,000	
2073	Fix guardrails (supplied by Contractor)	m	2,000	
2074	Fix guardrails (supplied by Employer)	m	300	
2075	Supply & Fix Handrails	M	3,000	
2076	Heavy duty handrails	M	1,500	
2077	'See through' Handrails	M	50	
2078	Metal Gratings	m^2	50	
2079	Galvanised openable covers	m^2	200	
2080	Replace damaged drain cover slab	m^3	10	
2081	Clean open drain	M	4,000	
2082	Clean covered drains	M	300	
2083	Civil works for rerouting pipes diameter less than or equal to 160 mm)	M	1,000	
2084	Civil works for rerouting pipes diam> 160mm)	M	584	
2085	Civil works for rerouting cable ducts	M	200	
2086	Chain Link Fencing with height varying up to 1.5m high	M	2,000	
2087	Chain Link fencing with height greater than 1.5 m but less than 2.0 m	M	100	
2088	Chain Link Fencing height up to 1.0m fixed on blockwall	M	100	
2089	Chain Link Fencing with height greater than 1.0m but less than 2.0m on blockwall	M	100	
2090	Gabion Units	m3	1,000	
2091	Precast Interlocking Block 60 mm thick	m2	2,000	
2092	Precast Interlocking Block 100 mm thick for traffic	m2	2,000	
2093	Construct of Bus Lay-By without Shelter	m	3	
2094	Extra over for additional Bus Lays	m2	600	
2095	Construct Bus Shelters complete	No	15	
2096	Supply and erect reflectorised (Diamond Grade) traffic signs less than or equal to 1m2	m2	600	
2097	Supply and erect reflectorised (Diamond Grade) traffic signs diamond grade greater than 1 m2	m2	600	
2098	Topsoiling and grassing	m2	10,000	
2099	Civil Works for Traffic Lights Installation	m	300	
2100	Pull Box for Traffic Lights	No	20	
2101	Concrete Base for Traffic Light Pole	No	20	
2102	Concrete Base for Traffic Light Controller	No	20	
2103	Fixing Passage and Presence Loop under Carriageway	m	200	
2104	Supply and lay geotextiles	m2	2,000	

2106	Reinforcing grids for asphalt layer	m2	4,000	
2107	Reinforced Concrete Pipe –800mm Diam	m	100	
2108	Reinforced Concrete Pipe –1000mm Diam	m	100	
2109	Reinforced box culvert Type double 2.0 M x 1.5 M	m	25	
2110	Reinforced box culvert Type double 1.2M x 1.2M	m	25	
2111	Construct Gully trap complete with grating	No	10	
2112	Tree Planting	No	25	
2113	Fixing Nylofor 3D Fencing (Supply of Employer)	m	50	
2114	Provision of Jersey Barriers as per Drawings	m	1,000	
2115	Joint Sealant	m	50	

BILL N	No 3				
Item	Description	Unit	Quantities	Rate (Rs)	Amount (Rs)
	PLANT	XXX	9		
3000	Tractor D4 with Dozer	Hr	9		
3001	Tractor D 6 with Dozer	Hr	9		
3002	Tractor D 8 with Dozer and Ripper	Hr	9		
3003	Scraper 12-15 m ³	Hr	18		
3004	Traxcavator 3-4 m³	Hr	9		
3005	Power grader min 120 hp	Hr	9		
3006	Tandem roller 6-8 ton	Hr	18		
3007	Tandem roller 10-12 ton	Hr	18		
3008	Pneumatic roller 10-15 ton	Hr	18		
3009	Self propelled Vibrating roller 3-5 ton	Hr	18		
3010	Hand propelled Vibrating roller	Hr	27		
3011	Concrete mixer with Wgt batcher	Hr	18		
3012	Poker Vibrator	Hr	18		
3013	Bitumen sprayer 4500 litres	Hr	9		
3014	Asphalt paver	Hr	9		
3015	Compressor with tools	Hr	27		
3016	2 ton dumper	Hr	9		
3017	Lorry with service platform	Hr	27		
3018	Water distributor (Bowser)	Hr	9		
3019	Agricultural tractor and trailer	Hr	27		
3020	Cutting equipment	Hr	27		
3021	5 HP pump and motor	Hr	27		
3022	1 ton pickup truck	Hr	27		
3023	7 ton tipper truck	Hr	27		
3024	11 ton tipper truck	Hr	9		
3025	Less than 20 ton mobile crane	Hr	9		
3026	More than 20 ton mobile crane	Hr	27		
3027	Welding equipment	Hr	27		

3028	Generator	Hr	27	
3029	Backhoe Loader	Hr	27	
3030	Skid Loader	Hr	9	
	LABOUR	XXX		
3031	Leading hand artisan	Hr	54	
3032	Mason, Carpenter, Plumbers (Grade I)	Hr	54	
3033	Mason, Carpenter, Plumbers (Grade II)	Hr	54	
3034	Barbender (Grade I)	Hr	54	
3035	Barbender superior grade	Hr	54	
3036	Welder	Hr	54	
3037	Unskilled worker	Hr	270	
3038	Electrician	Hr	54	
3039	Mechanic for tools & equipments (pumps, generator, etc)	Hr	27	
	MATERIALS	XXX		
3040	Portland cement	kg	200	
3041	Cut-back MC 30	kg	200	
3042	Cut-back RC 250	kg	50	
3043	Timber for shuttering	m^3	3	
3044	Crusher run 0/31.5	m^3	3	
3045	Coarse aggregate for concrete	m^3	3	
3046	Sand or fine aggregate	m^3	5	
3047	Aggregate for bituminous surface treatment	m^3	10	
3048	Bituminous concrete for wearing course pavement, shoulders and other works 0/14	Ton	5	
3049	Cold laid asphalt	m^3	3	
3050	Concrete class 25 with shuttering and steel (approx. 30 KG/M³)	m ³	5	
3051	Concrete pipe 300mm	m	5	
3052	Concrete pipe 600mm	m	5	
3053	DI pipe 200mm	m	5	
3054	DI pipe 300mm	m	5	
3055	DI pipe 450mm	m	5	
3056	HDPE pipe 110 mm	m	10	
3057	HDPE pipe 160 mm	m	10	
3058	PVC pipe 160 mm	m	15	
3059	Street lighting poles 9m high	No	1	
3060	Luminaire complete with fittings	No	1	
3061	Led Solar street lighting inc poles and luminaire	No	2	

SUMMARY OF BILLS

Bill No	AMOUNT IN MUR
Bill No 1	
Bill No 2	
Bill No 3	
Total Amount	

6. Qualification

Factor	2.1 Eligibility					
			Documentation Required			
			Cont	ractor		
Sub-Factor	Requirement	Single Entity		Joint Venture		
	Requirement		All partners	Each	At least one	
			combined	partner	partner	
2.1.1	Nationality in accordance with ITC 4.3.	Must meet	N/A	Must meet	N/A	Forms ELI 1.1 and ELI 1.2,
Nationality		requirement		requirement		with attachments
2.1.2 Conflict of	No conflicts of interests as described in	Must meet	N / A	Must meet	N / A	Letter of Proposal
Interest	ITC 4.4	requirement		requirement		
2.1.3	Not having been declared ineligible by the	Must meet	N/A	Must meet	N/A	Letter of Proposal
Ineligibility	Public Procurement Office as described in	requirement		requirement		
	ITC 4.6					
2.1.4	Compliance with conditions of ITC 4.6	Must meet		Must meet		Forms ELI 1.1 and ELI 1.2,
Government		requirement	N/A	requirement	N/A	with attachments
Owned Entity		requirement		requirement		
2.1.5	Not having been excluded as a result of					Letter of Proposal
Ineligibility	the laws of Republic of Mauritius or					
based on a	official regulations, or by an act of	Must meet	N/A	Must meet	N/A	
United Nations	compliance with UN Security Council	requirement	1 N / A	requirement	IN / A	
resolution or	resolution, in accordance with ITC 4.8 (b)					
Mauritian Law						

Factor	2.2 Historical Contract Non-Perf					
Sub-Factor			Contr	actor		
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Requirement			Joint Venture	-	Documentation Required
		Single Entity	All partners combined	Each partner	At least one partner	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last two (2) years prior to the deadline for submission of proposals, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the Contractor have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N/A	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON - 2
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than Hundred percent (100%) of the Contractor's net worth and shall be treated as resolved against the Contractor.	Must meet requirement by itself or as partner to past or existing JV	N/A	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON - 2

Factor	2.3 Financial Situation						
		Criteria					
			Cont	ractor			
Sub-Factor	Requirement			Joint Venture		Documentation Required	
	Requirement	Single Entity	All partners combined	Each partner	At least one partner		
2.3.1 Historical Financial Performance ⁶	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last three [3] years to demonstrate the current soundness of the bidder's financial position.	Must meet requirement	N/A	Must meet requirement	N/A	Financial Situation Form with attachments (Section III-Proposal Forms)	
2.3.2 Average Annual Turnover	To qualify, minimum average annual construction turnover of MUR 350M or equivalent, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –3.2	

_

⁶ Local contractors who are not required to file Audited Accounts should submit copies of Financial Statements filed at the Registrar of Companies prior to deadline set for the submission of proposals.

Sub- Factor			Contra	Documentation Required		
	Requirement	Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
2.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) The cash-flow requirement net of other commitment and as indicated in Form FIN 3.3 or equivalent. With respect to specific cash flow requirement, the Bidder should submit documentary evidence mentioning the name of the project and its MEL reference, where applicable. Non-submission of the supporting documents may lead to the rejection of the bid. Documentary evidence may comprise but not limited to: 1) Bank Certificate 2) Certificate from Auditors 3) Certificate from a Professional Registered Accountant	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –3.3

Factor	2.4 Experience						
Sub-Factor							
		Contractor					
	Requirement	C!1-	Joint Venture			Documentation Required	
		Single Entity	All partners combined	Each partner	At least one partner		
2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last five [5] years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 2.4.1	
2.4.2 (a)Specific Experience	Participation as contractor, management contractor, or subcontractor, in at least one (1) contract within the last five (5) years with a value of at least five hundred Million Mauritian Rupees (MUR 500M) or equivalent, that has been successfully and substantially completed and that is similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/ technology or other characteristics as described in Section IV Works Requirements.	Must meet requirement	Must meet requirements for all characteristics	N/A	N/A	Form EXP - 2.4.2(a)	

Factor	2.4 Experience					
Sub-Factor			Contr	Documentation Required		
Sub-Factor	Requirement	Single	Joint Venture			
		Single Entity	All partners combined	Each partner	At least one partner	
2.4.2 (b)Specific Experience	 b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: 1. Earthworks – 3200 m3, 2. Preparation of sub-base base layers with graded stone products – 2200 m3, 3. Provision, Laying and Compacting of bituminous concrete courses – 3250 m2, 4. Construction of Reinforced Concrete structures - 110 m3 5. Construction of Stormwater drainage structures - 500 m, 6. Provision and fixing of road furniture including streetlighting – over 500 m. 	Must meet requirements	Must meet requirements	N/A	Must meet requirements in at least four (3) key activities	Form EXP-2.4.2(b)

2.5 Personnel

To qualify, the Contractor must provide the services of the following **personnel** <u>exclusively</u> for this Contract having the qualifications specified in Table A. <u>Evidence of immediate availability of the personnel or undertaking from the Contractor to be submitted</u>. No personnel of one Contractor can be listed by another Contractor in this procurement exercise.

The number of personnel for each position is given in Table A:

Table A

Position	Minimum qualifications/Equivalent Qualifications	Total Work Experience (years)	In Similar Works Experience(years)	In Similar Position Experience(years)
1. Contract's Representative	Registered Civil Engineer with minimum 10 years post registration experience	10	5	3
2. Site Agent (Roads)	Either minimum Diploma in civil engineering or acceptable equivalent qualification	10	5	3
	Or Degree in civil engineering	5	2	1
3. Foreman (Asphalt works)	-	10	5	3
4. Foreman (drainage, concrete)	-	10	5	3
5. Foreman (bridge/ structural works)		10	5	3
6. Qualified Topographical Surveyor	Diploma in surveying or acceptable equivalent qualification	10	5	3
7. Qualified Material/Laboratory Technician	National Certificate levels 4/5 in the field of civil engineering or acceptable equivalent qualification	10	5	3
8. Quantity Surveying Technician	National Certificate levels 4/5 in the field of civil engineering or acceptable equivalent qualification	3	2	1

2.6 Equipment

To qualify, the Contractor must show ownership/immediate availability of the following **minimum** number of plant/equipment; evidence of ownership or undertaking from suppliers/hirers to be submitted.

Table B

No	Plant	Number
1	Asphalt Plant *	1
2	Asphalt Paver *	1
3	Grader	2
4	Pneumatic Roller	2
5	Vibrating Roller 3-5T	2
6	Vibrating Roller 6-8 T	2
7	Vibrating Roller 10-12T	2
8	Bitumen Sprayer	1
9	Excavator	2
10	Bull Dozer	2
11	Concrete Mixer with weight batcher	2
12	Loader	2
13	Backhoe Loader	2
14	Compresssor with tools	2
15	Lorry with service platform	2
16	Tipper Trucks	3
17	Milling Machine (Optional)*	1

^{*}Contractors not owning an asphalt plant, paver and milling machine may submit the name of their supplier/sub-contractor for asphalt works. However, at call off stage the submission of the name and undertaking is mandatory. The submission of the name and undertaking is also mandatory for recycling equipment for asphalt at call off for the optional items.

2.7 Undertaking from Insurance Company

Contractor shall submit an undertaking with written evidence from an insurance company that the contractor will be issued the insurance covers in adequate amount as required for this framework agreement, if selected.

Section III. Proposal Forms

Table of Forms

Letter of Proposal	39		
chedule of Rates41			
Table of Adjustment Data Error! Bookman	k not defined.		
Technical Proposal	68		
Technical Proposal Forms	68		
Forms for Personnel	69		
Forms for Equipment			
Breakdown of Prices	72		
Details about Sub-Contractors	74		
Contractor's Qualification	75		
Contractor Information Sheet	76		
Party to JV Information Sheet			
Average Annual Turnover			
Financial Resources			
General Experience			
Specific Experience	85		
Specific Experience in Key Activities			

Letter of Proposal

Date:
Contractor's Reference No.:
Procurement Reference No: MEL/ONB/RRMN/25/20

To:

The Chief Executive Officer Metro Express Ltd 3rd Floor, Sicom Tower Wall Street Ebène Mauritius

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Framework Agreement Documents, including Addenda issued in accordance with Instructions to Contractors (ITC) Clause 8;
- (b) We agree to enter into a framework agreement with MEL to execute works for MEL for the Rail/Road Minor Works (MEL/ONB/25/20)
- (c) We have submitted all qualification information as requested in the Framework Agreement Documents and fully completed Schedules of Rates.
- (d) Our proposal shall be valid for a period of **One Hundred and Twenty** (120) days from the date fixed for the bid submission deadline i.e up to **Friday**, 14 May 2021 in accordance with the Framework Agreement Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) I/We hereby confirm that I am/we are aware that if I /We do not accept to form part of the framework agreement, if selected for, I/we may be subject to disqualification as per the regulations in force.
- (f) Our rates and prices submitted hereunder as proposal are firm and fixed for the initial 12 months duration of the contract period.
- (g) Our firm, including any sub-contractor or suppliers for any part of the Contract, have nationalities from eligible countries;
- (h) We, including any sub-contractors or suppliers for any part of the contract, do not have any conflict of interest in acconce with ITC 4.3;
- (i) Our firm, its affiliates or subsidiaries, including any sub-contractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (j) We are/are not a government owned entity;⁷²

² Use one of the two options.

Name of Recipient	Address	Reason	Amount
		ng for us or on our behalf w bed hereunder, during the p	
Public Body's en to any third perso order to obtain in	nployees involved in the pron any material or immate	person or firm, offer, promocurement process or the exercial benefit which he/she is not any kind whatsoever duri	ecution of the contract or not legally entitled to, in
whether formal of subsidiary contra competitiveness of	or informal. This applies cts, submission or non-subor to introduce cartelisation	into any undisclosed agree in particular to prices, spec emission of proposals or any in the procurement process. ous data or deliberately not d	ifications, certifications, other actions to restrict
	a procurement proceeding	•	iserose requested ruets to
We understand that transgression such contractors.	on of the above is a serious	offence and appropriate action	ons will be taken against
	t we may not be awarded a	ny work even if we enter into	a framework agreement
		ny work even if we enter into	a framework agreement
(m) We understand that that by MEL as a result of t	his exercise;	ny work even if we enter into	-
(m) We understand that that by MEL as a result of t	his exercise;		-
(m) We understand that that by MEL as a result of t	his exercise;		-
(m) We understand that that by MEL as a result of t(n) If a framework agreement	his exercise;		-
(m) We understand that that by MEL as a result of t(n) If a framework agreementName:	his exercise;		-
(m) We understand that that by MEL as a result of t (n) If a framework agreement of the second of t	his exercise;		-
(m) We understand that that by MEL as a result of to the control of the control o	his exercise;		-
(m) We understand that that by MEL as a result of to the control of the control o	his exercise;		-
(m) We understand that that by MEL as a result of to the control of the control o	his exercise;		-
(m) We understand that that by MEL as a result of to the MEL as a result of the MEL as a re	his exercise;		-
(m) We understand that that by MEL as a result of to the MEL as a result of the MEL as a re	his exercise;	named below shall act as cor	-
(m) We understand that that by MEL as a result of to the MEL as a result of the MEL as a re	his exercise; ent is concluded, the person	named below shall act as cor	-

³ If none has been paid or is to be paid, indicate "none".

Schedule of Rates

For description and method of payment for each item please refer to Section IV-Works Requirements

All rates are quoted **exclusive of VAT.**

GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
1000	Preliminaries and General			
1001	Work Order as issued (less than Rs 5 Million)	%		
1002	Work Order as issued (between Rs 5 Million and Rs 15 Million)	%		
1003	Work Order as issued (more than Rs 15 Million)	%		
1004	Overhead for reimbursable items	%		
1005	Consutancy Fees for specialized works	%		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2000	Clear Site	m^2		
2001	Demolition of masonry, concrete structures, stones, kerbs and blockwall	m^3		
2002	Removal of existing concrete and masonry structures for reuse	m^3		
2003	Displacement of existing lighting, electricity and telephone poles	No		
2004	Fell trees (girths<= 1.5 m) and remove stumps	No		
2005	Fell trees (girths> 1.5 m) and remove stumps	No		
2006	Trimming of branches	No		
2007	Remove topsoil	m^3		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2008	Cut & patch Asphalt Concrete	m^2		
2009	Milling of Asphalt Concrete	m^3		
2010	Road excavation to any width	m^3		
2011	Excavation in any materials (including loose boulders) to any width	m^3		
2012	Excavation in rocks to any width and depth	m^3		
2013	Increase to items 210, 211 and 212 for excavating on widths < 0.5 m	m^3		
2014	Shape and compact subgrade in cut or in fill other than rock cut	m^2		
2015	Shape and compact subgrade in rock cut	m2		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2016	Compaction below fill areas	m2		
2017	Level and compact subgrade in fill	m2		
2018	Fill with materials from excavation	m3		
2019	Fill with materials from borrow pits, quarries etc other than source of supply	m3		
2020	Fill with boulders (100 – 500mm)	m3		
2021	Graded stone drainage layer (0/100)	m3		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2022	Graded stone base course (0/31.5)	m3		
2023	Graded stone base course (0/20)	m3		
2024	Increase to items 221 and 222 for compacting on widths < 0.5 m	m3		
2025	Prime road base	m2		
2026	Spray tack coat to bituminous surfaces	m^2		
2027	Bituminous Concrete Base Course 0/20 with 4.8% bitumen content	Tons		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2028	Bituminous concrete reshaping layer 0/14 with 4.5% bitumen content	Tons		
2029	Bituminous Concrete Wearing Course 0/14 with 5.7% bitumen content	Tons		
2030	Supply, lay manually and compact Bituminous Concrete Wearing Course 0/10 with 5.7% bitumen content	Tons		
2031	Bituminous Concrete Wearing Course 0/14 with 5.7% bitumen content using recycle asphalt from milling materials	Tons		
2032	Soft spot repairs	m^3		
2033	Concrete Grade 15	m^3		
2034	Concrete Grade 20	m^3		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2035	Concrete Grade 25	m^3		
2036	Concrete Grade 30	m^3		
2037	Concrete Grade 35	m^3		
2038	Concrete Grade 40	m^3		
2039	Formwork for low structures	m^2		
2040	Formwork for bridgeworks	m ²		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2041	Mild Steel Reinforcement	kg		
2042	High Tensile Reinforcement	kg		
2043	Concrete footpath	m^2		
2044	Block Wall (without rendering)	m^2		
2045	Block Wall (with rendering)	m^2		
2046	Reinforced Block Wall (without rendering)	m^2		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2047	Reinforced Block Wall (with rendering)	m ²		
2048	Vertical/Horizontal extension to existing blockwall	m ²		
2049	Provide regular stones and construct masonry Structure	m^3		
2050	Drain Type D300	m		
2051	Drain Type D300S	m		
2052	Drain Type D500	m		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2053	Drain Type D500S	m		
2054	Drain Type D700	m		
2055	Drain Type D700S	m		
2056	Absorption Drain Type D500	m		
2057	Absorption Drain Type D500S	m		
2058	Lined Trapezoidal Masonry Drain M1	m		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2059	Kerb Type K1	m		
2060	Kerb Type K2	m		
2061	Kerb Type K3	m		
2062	Kerb Type K4	m		
2063	Cracks Sealing	m ²		
2064	Manhole Raising (Internal Size < 500 mm)	No		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2065	Manhole Raising (Internal Size > 500 mm but < 1000 mm)	No		
2066	Manhole Raising (Internal Size > 1000 mm)	No		
2067	Double Bituminous Surface Treatment	m2		
2068	White Hot-Melt Thermoplastic 1.5 mm thick	m^2		
2069	Yellow Hot-Melt Thermoplastic 1.5 mm thick	m^2		
2070	White chlorinated paint	m^2		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2071	Yellow chlorinated paint	m^2		
2072	Supply and Fix Cat's Eyes	No		
2073	Fix guardrails (supplied by Contractor)	m		
2074	Fix guardrails (supplied by Employer)	m		
2075	Supply & Fix Handrails	М		
2076	Heavy duty handrails	М		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2077	'See through' Handrails	М		
2078	Metal Gratings	m^2		
2079	Galvanised openable covers	m^2		
2080	Replace damaged drain cover slab	m^3		
2081	Clean open drain	M		
2082	Clean covered drains	M		
2083	Civil works for rerouting pipes diameter less than or equal to 160 mm)	М		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2084	Civil works for rerouting pipes diam> 160mm)	М		
2085	Civil works for rerouting cable ducts	М		
2086	Chain Link Fencing with height varying up to 1.5m high	М		
2087	Chain Link fencing with height greater than 1.5 m but less than 2.0 m	М		
2088	Chain Link Fencing height up to 1.0m fixed on blockwall	М		
2089	Chain Link Fencing with height greater than 1.0m but less than 2.0m on blockwall	М		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2090	Gabion Units	m3		
2091	Precast Interlocking Block 60 mm thick	m2		
2092	Precast Interlocking Block 100 mm thick for traffic	m2		
2093	Construct of Bus Lay-By without Shelter	m		
2094	Extra over for additional Bus Lays	m2		
2095	Construct Bus Shelters complete	No		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2096	Supply and erect reflectorised (Diamond Grade) traffic signs less than or equal to 1m2	m2		
2097	Supply and erect reflectorised (Diamond Grade) traffic signs diamond grade greater than 1 m2	m2		
2098	Topsoiling and grassing	m2		
2099	Civil Works for Traffic Lights Installation	m		
2100	Pull Box for Traffic Lights	No		
2101	Concrete Base for Traffic Light Pole	No		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2102	Concrete Base for Traffic Light Controller	No		
2103	Fixing Passage and Presence Loop under Carriageway	m		
2104	Supply and lay geotextiles	m2		
2105	Removal of Billboard	m2		
2106	Reinforcing grids for asphalt layer	m2		
2107	Reinforced Concrete Pipe –800mm Diam	m		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2108	Reinforced Concrete Pipe –1000mm Diam	m		
2109	Reinforced box culvert Type double 2.0 M x 1.5 M	m		
2110	Reinforced box culvert Type double 1.2M x 1.2M	m		
2111	Construct Gully trap complete with grating	No		
2112	Tree Planting	No		
2113	Fixing Nylofor 3D Fencing (Supply of Employer)	m		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
2114	Provision of Jersey Barriers as per Drawings	m		
2115	Joint Sealant	m		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
	PLANT	XXX		
3000	Tractor D4 with Dozer	Hr		
3001	Tractor D 6 with Dozer	Hr		
3002	Tractor D 8 with Dozer and Ripper	Hr		
3003	Scraper 12-15 m ³	Hr		
3004	Traxcavator 3-4 m³	Hr		
3005	Power grader min 120 hp	Hr		
3006	Tandem roller 6-8 ton	Hr		
3007	Tandem roller 10-12 ton	Hr		
3008	Pneumatic roller 10-15 ton	Hr		
3009	Self propelled Vibrating roller 3-5 ton	Hr		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
3010	Hand propelled Vibrating roller	Hr		
3011	Concrete mixer with Wgt batcher	Hr		
3012	Poker Vibrator	Hr		
3013	Bitumen sprayer 4500 litres	Hr		
3014	Asphalt paver	Hr		
3015	Compressor with tools	Hr		
3016	2 ton dumper	Hr		
3017	Lorry with service platform	Hr		
3018	Water distributor (Bowser)	Hr		
3019	Agricultural tractor and trailer	Hr		
3020	Cutting equipment	Hr		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
3021	5 HP pump and motor	Hr		
3022	1 ton pickup truck	Hr		
3023	7 ton tipper truck	Hr		
3024	11 ton tipper truck	Hr		
3025	Less than 20 ton mobile crane	Hr		
3026	More than 20 ton mobile crane	Hr		
3027	Welding equipment	Hr		
3028	Generator	Hr		
3029	Backhoe Loader	Hr		
3030	Skid Loader	Hr		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
	LABOUR			
3029	Leading hand artisan	Hr		
3030	Mason, Carpenter, Plumbers (Grade I)	Hr		
3031	Mason, Carpenter, Plumbers (Grade II)	Hr		
3032	Barbender (Grade I)	Hr		
3033	Barbender superior grade	Hr		
3034	Welder	Hr		
3035	Unskilled worker	Hr		
3036	Electrician	Hr		
3037	Mechanic for tools & equipments (pumps, generator, etc)	Hr		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
	MATERIALS			
3036	Portland cement	kg		
3037	Cut-back MC 30	kg		
3038	Cut-back RC 250	kg		
3039	Timber for shuttering	m^3		
3040	Crusher run 0/31.5	m^3		
3041	Coarse aggregate for concrete	m^3		
3042	Sand or fine aggregate	m^3		
3043	Aggregate for bituminous surface treatment	m^3		
3044	Bituminous concrete for wearing course pavement, shoulders and other works 0/14	Ton		
3045	Cold laid asphalt	m^3		
3046	Concrete class 25 with shuttering and steel (approx. 30 KG/M³)	m^3		

ITEM	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
3047	Concrete pipe 300mm	m		
3048	Concrete pipe 600mm	m		
3049	DI pipe 200mm	m		
3050	DI pipe 300mm	m		
3051	DI pipe 450mm	m		
3052	HDPE pipe 110 mm	m		
3053	HDPE pipe 160 mm	m		
3054	PVC pipe 160 mm	m		
3055	Street lighting poles 9m high	No		
3056	Luminaire complete with fittings	No		
3057	Led Solar street lighting inc poles and luminaire	No		

Technical Proposal

Technical Proposal Forms

Personnel	
Equipment	
Break down of Prices	
Sub Contractor Details	

Forms for Personnel

Form PER – 1: Proposed Personnel

For specific positions, **essential** to contract implementation, the Contractor should provide the name(s) of candidates qualified to meet the specified requirements stated for each position being bid. The data on their experience should be supplied in separate sheets using one Form (1A) for each candidate. The candidates listed therein shall not be subject to replacement except as otherwise provided for in the Contract (always provided that the candidates satisfy the criteria at listed in Section III (Evaluation and Qualification Criteria).

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Form PER – 2: Resume of Proposed Personnel

The Contractor shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

CANDIDATE SUMMARY

		CANDIDATE SC		
Name of Contra	ctor			
Position *				
Candidate	1. Name	of candidate	2. Date	of birth
information				
	3 Profess	sional qualifications*		
	3. 110103.	John qualifonionio		
Present	4. Name	of employer		
employment				
	Address of	f employer		
		- ·		
	Telephone		Contact (Manager / Personnel Officer)
	Тетерноне			rianager / 1 ersonner Officer)
	Fax		Telex	
	Job title of candidate		Years wit	h present employer
Summarize professerience relevant		rience in reverse chronological o	order. Indicate particul	ar technical and managerial
From	То	Company / Project / Positiv	on / Palayant tachnical s	and management experience*
TTOIII	10	Company / Project / Positio	m/ Refevant teenmear a	ind management experience
Total works exp	erience	years		
Total experience	e in similar w	orks:years		
Total experience	e ın sımilar po	osition:years		
			D	ate:
			Signat	ure:

Forms for Equipment

The Contractor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Contractor. The Contractor shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipm	nent*				
Equipment Information	Name of manufacturer		Model and power rating		
	Capacity*		Year of m	anufacture*	
Current Status	Current location				
	Details of current com	mitments			
Source	Indicate source of the e	equipment Rented	☐ Leased	☐ Specially manufactured	
The following i	information shall be prov	ided only for equi	pment not owned	by the Contractor.	
Owner	Name of owner				
	Address of owner				
	Telephone		Contact na	Contact name and title	
	Fax		Telex		
Agreements	Details of rental / lease / manufacture agreements specific to the project				

Breakdown of Prices

The Contractor shall fill in the following schedules and shall include them in his Proposal:

• Detailed Breakdown of Direct Cost, as per the form on next page for some selected items of the works indicated in the list given below.

Item No.	Description
1002	Preliminaries and General
2011	Excavation in normal material to any width
2018	Fill with materials from excavation
2023	Graded Stone Base Course 0/20
2029	Bituminous concrete (0/14) wearing course with nominal 5.7 % bitumen content
2042	Concrete Footpath
2052	Concrete drain (500x500) covered D500S
2062	Crack sealing
2083	Civil works for rerouting of pipes>160mm
2092	Construct Bus layby without shelter
2095A	Supply and erec reflectorized traffic sign
2108	Reinforced Box Culvert double 2.0x1.5m

DETAILED BREAKDOWN OF DIRECT COST

			Quantity		
Item No.	Description		Output		
Designation	Unit	Qty	Cost Price	Overhead	Total Price
1. Labour		2.3	000011100	3 (0111044	1000111100
1.1					
1.2					
1.3					
•					
•					
•					
2. Equipment					
2.1					
2.2					
2.3					
·					
•					
3. Materials					
3.1					
3.2					
3.3					
•					
•					
•					
4. Subcontractor					
4.1					
4.2					
4.3					
·					
5. Miscellaneous					
5.1					
5.2					
5.3					
Total Cost					
Unit Rate					
Tender Price					

DATE:	
SIGNATURE:	

Details about Sub-Contractors

Item	Description	Name and address of Subcontractor	Statement of Similar Works previously executed

The Contractor shall enter in this Schedule a list of works items for which he proposes to use subcontractors, together with the names and addresses of the proposed subcontractors. The CONTRACTOR shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of the Employer / Engineer. Notwithstanding such information the Contractor, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.

Date :						
Signature :						

Contractor's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Contractor shall provide the information requested in the corresponding Information Sheets included hereunder

Contractor Information Sheet

Party to JV Information Sheet

History of Non-Performing Contracts

Financial Situation Form

Average Annual Turnover

Financial Resources

General Experience

Specific Experience

Specific Experience in Key Activities

Form ELI 1.1

Contractor Information Sheet

Contractor's Reference	Date: Procurement No.	•	
Contractor's Reference	i foculcincin ivo.	•	
	Page	of	pages
1. Contractor's Legal Name			
2. In case of JV, legal name of each party:			
3. Contractor's actual or intended Country of Registration:			
4. Contractor's Year of Registration:			
5. Contractor's Legal Address in Country of Registration:			
6. Contractor's Authorized Representative Information			
Name:			
Address:			
Telephone/Fax numbers:			
Email Address:			
7. Attached are copies of original documents of:			
\square Articles of Incorporation or Registration of firm named in 1, 4.1, 4.2 and 4.3.	above, in accord	ance with IT	ΓC Sub-Clauses
☐ In case of JV, letter of intent to form JV including a draft agreem ITC Sub-Clauses 4.2	nent, or JV agreen	nent, in acco	ordance with
In case of government owned entity from the Employer's country autonomy and compliance with the principles of commercial law			

Form ELI 1.2

Party to JV Information Sheet

Date:	
Contractor's Reference No.: Invitation for Proposal No.:	
Invitation for Proposal No.:	
Page of pages	
1. Contractor's Legal Name:	
2. JV's Party legal name:	
3. JV's Party Country of Registration:	
4. JV's Party Year of Registration:	
4. 37 STarty Tear of Registration.	
5. JV's Party Legal Address in Country of Registration:	
,, g	
6. JV's Party Authorized Representative Information	
Name:	
Address:	
Telephone/Fax numbers:	
Email Address:	
2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	
7. Attached are copies of original documents of:	
☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITC Sub-Clauses 4	.1.

In case of government owned entity from Mauritius, documents establishing legal and financial autonomy

and compliance with the principles of commercial law, in accordance with ITC Sub-Clause 4.6.

4.2 and 4.3.

Form CON – 2 History of Non-Performing Contracts

Bidder's I	Legal Name: _	Date:	
JV Partner	r Legal Name:		
		Bidder's Reference No.:	
		Bidder's Reference No.: of	pages
	Non-Performing	ng Contracts in accordance with (Evaluation and Qualification Cr	riteria)
Section III	(Evaluation and Q	nce did not occur during the stipulated period, in accordance with qualification Criteria) nce during the stipulated period, in accordance with Sub-Factor Criteria).	
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, MUR equivalent)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	
	Pending Litigation	on, in accordance with Section III (Evaluation and Qualification	Criteria)
☐ Pending		accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Control of Section III (Evaluation and Qualum Sub-Factor 2.2.2 of Section III (Evaluation and Qualum Sub-Factor	
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, MUR equivalent)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Financial Situation

Key Financial Information extracted from Audited Accounts /Financial Statements

Bidder's Legal Name:		_	Date:		
JV Partner Legal Name:		Bidder's Reference No.:			
			Page	of pa	ges
To be completed by the Bidder and	, if JV, by each	partner			_
Financial information in the currency reported in the Audited Accounts/		Н	listoric informatio	on	
Financial Statements					
	Year 1	Year 2	Year 3	Year	Year n
	Financial Positi	on (Information	from Balance She	et)	
A Current Assets (CA)					
B Current Liabilities (CL)					
Working capital ratio or current ration (A/B)					
Quick ratio or Acid Test Ratio (Current Asset net of inventories / B)					
C Total Asset (TA)					
D Total Liabilities (TL)					
Net Worth (C-D)					
Cash in Hand and at Bank					
Bank Overdrafts					
Other liquid Assets					
	Information f	rom Income State	ement		
Key Profitability Indicators in the currency reported in the Audited Accounts/ Financial Statements	Year 1	Year 2	Year 3	Year	Year n
Total Revenue (TR)					
Profits/ (Loss) Before Taxes (PBT)					
Taxation					
Net Profit /(Loss) After Tax					
(Net profit After tax/ Total Revenue) x 100					
Certified by Bidder that information is true e	xtract from Auc	lited Accounts/Fin	ancial Statements		
Name:					
Signature:					
Capacity:					
Date					

Please attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or partner to a JV,
- Historic financial statements must be audited by an accountant duly registered by the Mauritius Institute of Professional Accountants (MIPA)
- Historic financial statements must be complete, including all notes to the financial statements; and
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form FIN – 3.2

Average Annual Turnover

Contractor's Legal Name: Contractor's R								
J v T are	nei Legai ivame	<u> </u>					of	
	Project	Client	Client's	Contract	Ongoing/	Payme	ent received	(MUR)
	name	name contact Price Completed person MUR	Completed	(yr)	(yr)	(yr)		
(a)								
(b)								
•			Annual turno	ver data				

[The selected contractor may be required, at post qualification assessment to submit, within seven days, written evidence for each of the listed projects certified by his client or by a professional (Engineer, Architect or Quantity Surveyor) having worked on those projects stating inter alia that the project was executed by the said contractor in its capacity as prime contractor. Contractors should therefore be prepared to submit these documents, if so requested].

Annual turnover data (construction only)						
Year	Amount and Currency	MUR equivalent				
*Average Annual Construction Turnover						

^{*}Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

Form FIN - 3.3

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria). **Minimum amount for qualifications of Contractors to be MUR 50m.**

Form EXP - 2.4.1

Experience

General Experience

Contractor's Legal Name:	Date:	_
JV Partner Legal Name:	Contractor's Reference No.:	
-	Page of	pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification **	Role of Contractor
			Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	

^{*}List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

^{**} Completed projects should be accompanied by Certificate of Completion/Defects Liability Certficate. For ongoing projects letters of Award should be attached.

Form EXP - 2.4.2(a)

Specific Experience

Contractor's Legal Name:	Date:		
V Partner Legal Name:		ractor's Reference No	D.:
-	Page	e of	pages
Similar Contract Number: [insert specific number] of [insert total number of contracts required.		Information	
Contract Identification			
Award date			
Completion date			
Role in Contract	☐ Contractor	☐ Management Contractor	□ Subcontractor
Total contract amount			MUR
If partner in a JV or subcontractor, specify participation			
of total contract amount	%		MUR
Employer's Name:			
Address:			
Telephone/fax number:			
E-mail:			

Evidence of successful completion to be attached

Form EXP – 2.4.2(a) (cont.)

Specific Experience (cont.)

Contractor's Legal Name	:	Page	of	pages
JV Partner Legal Name:				

Similar Contract No. [insert specific number] of[insert total number of contracts] required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section II (Evaluation and Qualification Criteria):	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	

Evidence of successful completion to be attached

Form EXP - 2.4.2(b)

Specific Experience in Key Activities

Contractor's Legal Name:	Date:		
V Partner Legal Name:	_Contractor's Refe		
Subcontractor's Legal Name:		Page	ofpages
		Information	
Contract Identification			
Award date			
Completion date			
Role in Contract	☐ Contractor	☐ Management Contractor	□ Subcontractor
Total contract amount			MUR
If partner in a JV or subcontractor, specify participation of total contract amount	%		MUR
Employer's Name:			
Address:			
Telephone/fax number:			
E-mail:			

Form EXP – 2.4.2 (b) (cont.)

Specific Experience in Key Activities (cont.)

Contractor's Legal Name:		Page	of	pages
JV Partner Legal Name:				
Subcontractor's Legal Name:				
		Information	on	
Description of the key activities in accordance with Sub-Factor 2.4.2 (b) of Section II (Evaluation and Qualification Criteria):				