



**INVITATION TO PARTICIPATE IN A
FRAMEWORK AGREEMENT**

FOR

**REFURBISHMENT, MAINTENANCE, REPAIRS, AND
ASSOCIATED WORKS OF LANDSCOPE INDUSTRIAL
PROPERTIES**

REF LM-IB-MR24-120

March 2024

PREAMBLE

The present Invitation to Framework Agreement concerns the selection of contractors for carrying out maintenance, repairs, rehabilitation and minor construction works, including new works in connection with Landscape Industrial Buildings and associated infrastructures under the responsibility of the Landscape (Mauritius) Ltd.

The works to be executed concern routine, periodic maintenance works and minor constructions of buildings and associated infrastructures for mainly Industrial Department including but not limited to block works, carpentry, flooring, aluminium and pvc openings, partitionings, pavements, plastering and wall tiling, painting, plumbing, metal works, fill materials, heavy duty vinyl, etc.. over an initial period of 24 months, which may be extended subsequently subject to mutual agreement.

*In the present exercise, Landscape (Mauritius) Ltd intends to sign a framework agreement with a number of contractors per lot and is inviting proposals under an **Open Local Bidding method**.*

Selected Contractors would be expected to have satisfied the technical, financial and commercial requirements elaborated further in this document and filled in inter alia the Bill of Quantities for each lot for which it intends to enter into an agreement with Landscape (Mauritius) Ltd.

The rates are fixed for the twenty-four months and payments will be made accordingly. Should Landscape (Mauritius) Ltd extend the contract period beyond 24 months, the same rates shall apply subject to the concurrence of the selected contractors. Any extension will not exceed 12 months.

Works will be allocated through Call Offs, as and when required for values not exceeding Rs 4.0 M exclusive of VAT, based on the lowest evaluated price of specific BOQ's calculated using the quoted rates of the contractors selected for a particular lot under the terms and conditions of the framework agreement.

Contractors with whom a framework agreement is executed are not guaranteed that they would be awarded works orders.

Where a Contractor is selected for one or more lots, new works contract will not be awarded to the same Contractor if:

(a) the work of the contractor on previous call offs are repeatedly unsatisfactory giving rise to many or frequent remedial works or are delayed for reasons attributable to the Contractor.

or

(b) The Contractor will be entrusted works to a value not exceeding the ceiling for which he is eligible as per his grading with the CIDB.

or

(c) the Contractor has three Works Orders under execution at time of Call Off. Projects for which Taking-Over Certificates have been issued shall not be considered as "contracts under execution".

PART 1

SELECTION PROCEDURES

Section I – Instructions to Contractors

Section II – Evaluation and Qualification Criteria

Section III – Proposal Forms

Section I. Instructions to Contractors

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Section I. Instructions to Contractors

A. General

1. (a) Scope of Framework Agreement

- 1.1 The Landscape (Mauritius) Ltd also referred to herein as the Employer inviting qualified local contractors to apply for participation in a framework agreement for maintenance, repairs, rehabilitation and construction works, in connection with Landscape Buildings and associated infrastructures.
- 1.2 The Landscape (Mauritius) Ltd 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. The Landscape (Mauritius) Ltd shall procure works through “call-off” under contract with anyone of the selected contractors and shall be liable for the respective contract issued under each “call-off” as more fully defined in the Framework Agreement. The Landscape (Mauritius) Ltd is also referred to as **Employer** when in contract with any contractor for a particular work.
- 1.3 Throughout these Framework Agreement Documents:
- (i) the term “in writing” means communicated in written form and delivered against receipt.
 - (ii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (iii) “day” means calendar day.
- 1.4 The works shall consist of routine, periodic maintenance works and minor constructions of buildings and associated infrastructures, including new works including but not limited to block works, carpentry, flooring, aluminium and pvc openings, partitioning, pavements, plastering and wall tiling, painting, plumbing, metal works, fill materials, heavy duty vinyl etc. for the period of the contract. These works generally are for Landscape Industrial buildings.
- 1.5 To allow works to be carried out simultaneously in different regions, the framework agreement shall allow for the selection, as far as reasonably possible, of a maximum of three Contractors per lot based on their technical and financial capabilities to undertake works, situated in the districts of:

Lot 1	Lot 2	Lot 3	Lot 4
Port Louis	Riviere Du Rempart	Grand Port	Flacq
Black River	Pamplemousses	Savanne	Moka
Plaine Wilhems			

- 1.6 Works will be allocated as and when required for values not exceeding Rs 4.0 M for maintenance and new works, exclusive of VAT, as per the lowest evaluated price of the specific BOQ based on the quoted rates of the contractors selected for a specific lot under the terms and conditions of the framework agreement.
- 1.7 However, to be qualified for works, the contractor must unconditionally meet the criteria, listed in Section II - **Evaluation and Qualification Criteria**, applicable to the corresponding number of lots.
- 1.8 Works contract will not be awarded to the same Contractor where the aggregate value of contracts under execution at any one time through the framework has reached 50 % or more of its average annual construction turnover as stated on Form **FIN 3.2**.
- 1.9 The selection of a Contractor under the framework does not constitute a **commitment** or **guarantee** by Landscape (Mauritius) Ltd to procure any works from the selected Contractors. The Landscape (Mauritius) Ltd reserves the right to enter into other contracts and arrangements with other Contractors for the provision of any or all works which are the same as or similar to the Works under this framework agreement.
- 1.10 The framework agreement shall be a “**closed framework agreement with no 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 into.
- 1.11 The framework agreement shall be for **an initial period of twenty-four (24) months**. Works allocated within the validity period of the framework agreement may continue beyond this validity period for completion. The Landscape (Mauritius) Ltd may decide to extend the framework agreement subsequently beyond the initial period of twenty-four months subject to mutual agreement. Any extension will not exceed twelve (12) months
- 2.1 The works shall be financed by Landscape Mauritius Ltd.

(b) Framework Agreement Procedures

- 3.1 Landscape (Mauritius) Ltd related to these Request for Proposals for Framework Agreement and will be acting as Procuring entity. All evaluation will be done internally.

4.1 It is the policy of the Landscape to require the Contractors, suppliers, and personnel, sub-contractors, sub-consultants, service providers and suppliers, to observe the highest standard of ethics during the formation agreements and contracts execution. ¹ In pursuance of this policy, the Landscape of the Republic of (Mauritius) Ltd:

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

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³

(iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is
(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Landscape Mauritius Ltd investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from

2. Source of Funds

3. Entity Related to the Framework Agreement

4. Fraud and Corruption

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.

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 Landscape Mauritius Ltd inspection and audit rights provided for under sub-clause 4.2 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

- (c) will sanction a firm or an individual, at any time, by declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a contract for Landscape Mauritius Ltd or form part of a framework agreement; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract.

4.2 In pursuance of this policy, Landscape Mauritius Ltd 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 Landscape Mauritius Ltd

4.3 The Contracting entity party to this framework agreement commit itself to take all measures necessary to prevent fraud and corruption so 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.

5. Eligible Contractors

5.1 (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) Local contractors under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to bidding for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.

(c) Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors.

(d) Bidders are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of contractors.

5.2 A Contractor may be a natural person, private entity,—subject to ITC 5.5 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 accordance with the 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.

5.3 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 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.

- 5.4 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 the Landscape Mauritius Ltd department regarding this selection process; or
 - (e) a Contractor participates in more than one proposal in this selection process. Participation by a Contractor in more than one proposal will result in the disqualification of all proposals in which such Contractor is involved or
 - (f) a Contractor or any of its affiliates has been hired (or is proposed to be hired) by Landscape Mauritius Ltd as Engineer (Project Manager) for the contract implementation under the framework agreement.

The conditions mentioned in paragraphs (a) to (f) above shall apply in respect of proposals per lot. Contractors having a common controlling partner, legal representatives etc. would be eligible if they choose not to participate for the same lot in this procurement process. Lots for which proposals are being submitted should be clearly ticked in the Letter of Proposal.

5.5 (a) A firm that has been sanctioned by the Republic of Mauritius in accordance with the above ITC 4.1 (c) shall be ineligible to form part of a framework agreement or be awarded a contract, or benefit from framework agreement during such period of time as determined by the Landscape Mauritius Ltd

(b) A firm that is under a declaration of ineligibility by the Landscape of (Mauritius) Ltd 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 or World Bank Group shall be rejected.

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

5.6 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.

6. Eligible Materials, Equipment, and Services

6.1 The materials, equipment and services to be supplied under the contract shall have their origin in any eligible source country. At the request of Landscape Mauritius Ltd, Contractors may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Framework Agreement Documents

7. Sections of Framework Agreement Documents

7.1 The Framework Agreement Documents consist of two volumes, Volume 1 is further divided into **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 9.

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. Technical Proposals
 - c. Contractor's Qualifications

PART 2 Works Requirements

- Section IV. Works Requirements
 - a. Specifications,
 - b. Drawings as annex to Volume 1

PART 3 Model Framework Agreement and Schedules

- Section V Framework Agreement and Schedules
- Section VI. General Conditions (GC)
- Section VII. Particular Conditions (PC)

ANNEXES

PART 4 Bill of Quantities

- 7.2 The notice for invitation to participate in the Framework Agreement issued by the Landscape Mauritius Ltd is not part of the Framework Documents
- 7.3 The Landscape Mauritius Ltd is not responsible for the completeness of the Framework Documents and their addenda, if they were not obtained directly from Landscape Mauritius Ltd in the invitation for participation in the Framework Agreement.
- 7.4 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.
- 8. Clarification of Framework Documents prior to submission of proposal**
- 8.1 A prospective Contractor requiring any clarification of the Framework Agreement Documents shall contact the Landscape Mauritius Ltd in writing at address:
- The Procurement Officer,
Landscape Mauritius Ltd**
- Tel: 4676900
Fax:4676905
email: procurement@landscopemauritius.com
- Landscape Mauritius Ltd will respond in writing to any request for clarification not later than 5 days before the deadline for submission of proposals, provided that such request is received **no later than ten (10) days prior to the deadline for submission of proposals.**
- 9. Amendment of Framework Documents**
- 9.1 At any time prior to the deadline for submission of proposals, the Landscape Mauritius Ltd may amend the Framework Documents by issuing addenda.
- 9.2 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 the Landscape Mauritius Ltd accordance with ITC 7.3.
- 9.3 To give prospective Contractors reasonable time in which to take an addendum into account in preparing their proposals,

the Landscape Mauritius Ltd may extend the deadline for the submission of proposals, pursuant to ITC 21.2

C. Preparation of Proposals

- 10. Cost of Application**
- 10.1 The Contractor shall bear all costs associated with the preparation and submission of its proposal, and the Landscape Mauritius Ltd shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 11. Language of Proposal**
- 11.1 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Contractor and the Landscape Mauritius Ltd 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.
- 11.2 Notwithstanding the above, documents in French submitted with the proposal may be accepted without translation.
- 12. Documents Comprising the Proposal**
- 12.1 The Proposal shall comprise the following:
- (a) Letter of Proposal
 - (b) Completed schedules as required, including priced Bill of Quantities , in accordance with ITC 13 and 15;
 - (c) Written confirmation authorizing the signatory of the proposal to commit the Contractor, in accordance with ITC 19.3;
 - (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 16;
 - (f) 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, and
 - (g) Any other document to allow for the assessment of the proposal as per the requirements mentioned in the Framework Agreement documents.
 - (h) BRN, VAT Certificate, Extract of particular form Registrar.
- 12.2 In addition to the requirements under ITC 12.1, 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.

- 13. Letter of Proposals and Schedules**
- 13.1 The Letter of Proposal and Schedules, including the Bill of Quantities , 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 19.2. All blank spaces shall be filled in with the information requested.
- 14. Proposed Rates and Discounts**
- 14.1 The rates and discounts proposed by the Contractor in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Contractor shall fill in rates for all items of the Works described in the Bill of Quantities , for the lots in which he is submitting a proposal. **Absence of rate for any item shall lead to the proposal being declared non-responsive and the Contractor shall not be considered for selection for that lot.**
- 14.3 Any intended discount offered by a bidder should already be included in the rates payable.
- 14.4 **All unit rates and prices shall be in Mauritian Rupees and shall remain fixed until completion of works allocated within the initial twenty four months and for any extended period of the framework agreement.**
- 14.5 Proposals are being invited for individual lots or for any combination of lots.
- In submitting proposals, the Contractors are invited to pay particular attention to ITC 5.3 above.
- Contractors may submit proposals for one or more lots but their selection will depend on their capacity to qualify for one or more lots.**
- 14.6 All duties, taxes, and other levies payable by the contractor under the Contract, or for any other cause shall be included in the rates and prices submitted by the Contractor.
- 15. Currencies of Proposal and Payment**
- 15.1 The currency of the proposal and the currency of payments shall be **Mauritian Rupees.**

- 16. Documents Comprising the Technical Proposal**
- 16.1 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.
- 17. Documents Establishing the Qualifications of Contractors**
- 17.1 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.
- 18. Period of Validity of Proposals and Bid Securing Declaration**
- 18.1 Proposals shall remain valid for a period of **one hundred and Fifty (150) days** from the date fixed for the bid submission deadline in accordance with the Framework Agreement Documents, and it shall remain binding upon the contractors and may be accepted at any time before the expiration of that period.
- 18.2 In exceptional circumstances, prior to the expiration of the validity period of the proposal, the Landscape Mauritius Ltd 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.
- 18.3 The Contractor shall subscribe as part of its proposal, to a Bid Securing Declaration attached to the Letter of Proposal
- 19. Format and Signing of Proposal**
- 19.1 The Contractor shall prepare **one original** of the documents comprising the proposal as described in ITC 12 and clearly mark it "ORIGINAL." In addition, the Contractor shall submit **2 copies** of the proposal clearly mark them "COPY." The copies should be identical to the original. In the event of any discrepancy between the original and the copies, the original shall prevail. **Soft copy of the Bill of Quantities in excel format shall also be submitted. The copies submitted should be identical to the original proposal.**
- 19.2 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.
- 19.3 The written confirmation of authorization to sign on behalf of the Contractor shall indicate:

(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Proposal such as a Power of Attorney or in any other form demonstrating that the representative has been duly authorized to sign and to commit the contractor; and

(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.

Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.

19.4 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

20. Sealing and Marking of Proposals

20.1 The Contractor shall enclose the original and all copies of the proposal as per ITC 19.1, 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.

20.2 *The inner and outer envelopes shall:*

(a) *bear the name and address of the Contractor;*

(b) *be addressed to the*

***The Chief Executive Officer
Landscape Mauritius Ltd
7th Floor, Shri Atal Bihari Vajpayee Tower
Ebene Cyber City, 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.*

20.3 If all envelopes are not sealed and marked as required, Landscape Mauritius Ltd shall bear no responsibility for the misplacement or premature opening of the proposal.

- 21. Deadline for Submission of Proposals**
- 21.1 Proposals must be received by at the address indicated above in no later than:
- Date: Monday 08 April 2024**
- Time: 15.00 hrs (local time) at latest.**
- Proposals submitted by electronic means will not be accepted.**
- 21.2 The Landscape Mauritius Ltd may, at its discretion, extend the deadline for the submission of proposals by amending the Framework Agreement Documents in accordance with ITC 9, in which case all rights and obligations of the Landscape Mauritius Ltd and contractors previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Proposals**
- 22.1 Any proposal received after the deadline for submission of proposals shall be rejected and returned unopened to the Contractor.
- 23. 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 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 Proposal or any extension thereof.
- 24. Opening of proposals**
- 24.1 The proposals shall be opened internally by Landscape Mauritius Ltd.

E. Evaluation and Comparison of Proposals

- 25. Confidentiality**
- 25.1 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.
- 25.2 Any attempt by a Contractor to influence the evaluation of the proposals or framework agreement decisions may result in the rejection of its Proposal.
- 26. Clarification of Proposals**
- 26.1 To assist in the evaluation of the proposals, and qualification of the applicants, Landscape Mauritius Ltd 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 the Landscape Mauritius Ltd shall not be considered. Landscape Mauritius Ltd '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 the Landscape Mauritius Ltd in the evaluation of the proposals, in accordance with ITC 30.
- 26.2 If a Contractor does not provide clarifications of its proposal by the date and time set in the Landscape Mauritius Ltd 's request for clarification, its proposal may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 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.
- 28. Determination of Responsiveness**
- 28.1 Landscape Mauritius Ltd determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in ITC12.
- 28.2 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
 - (i) 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, the Landscape Mauritius Ltd and its 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.

28.3 Landscape Mauritius Ltd shall examine the technical aspects of the proposal submitted in accordance with ITC 16, Technical Proposal, in particular, to confirm that all requirements of Section V, Works Requirements have been met without any material deviation, reservation or omission.

28.4 If a proposal is not substantially responsive to the requirements of the Framework Agreement Document, it shall be rejected by the Landscape Mauritius Ltd and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**29. Non-material
Non-
conformities**

29.1 Provided that a proposal is substantially responsive, Landscape Mauritius Ltd may waive any non-conformity in the proposal that do not constitute a material deviation, reservation or omission.

29.2 Provided that a proposal is substantially responsive, Landscape Mauritius Ltd 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.

**30. Correction of
Errors**

30.1 Provided that the proposal is substantially responsive, Landscape Mauritius Ltd shall correct errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of Landscape Mauritius Ltd there is an obvious

misplacement of the decimal point in the unit price, in which case the total price as quoted shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an obvious error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31. Margin of Preference

31.1 Margin of preference is not applicable.

32. Evaluation of Proposals

32.1 The criteria and methodologies defined in Section II of this Framework Agreement Document shall be used for evaluation of proposals.

32.2 For evaluation of proposals, the following shall be considered:

- (a) General and specific experience;
- (b) Financial soundness of the firms;
- (c) Price based on the quoted rates in the Bill of Quantities;
- (d) Contractor's Technical capacity in terms of Plants, equipment and vehicles as well as human resources;
- (e) Pending litigation, if any

33. Landscape Mauritius Ltd right to accept any proposal, and to reject any or all proposals

33.1 Landscape Mauritius Ltd reserves the right to accept or reject any proposal, and split or 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 shall be promptly returned to the Bidders.

F. Selection for conclusion of framework agreement

34. Selection of Contractors

34.1 Subject to ITC 33.1, Landscape Mauritius Ltd shall select the Contractors whose proposals have been substantially responsive to the Framework Agreement documents. The three lowest substantially responsive contractors per lot shall be selected

- 35. Notification of Selection**
- 35.1 Prior to the expiration of the period of validity of the proposals, Landscape Mauritius Ltd shall, notify the selected Contractors of their proposed selection for the framework agreement, the Letter of Acceptance shall specify the type of framework agreement, pricing policy for contract award Landscape Mauritius Ltd will pay to the Contractor in consideration of the execution and completion of the Works under the framework agreement.
- 35.2 Until a formal Framework Agreement is prepared and concluded, the letter of Acceptance of selection for the framework agreement shall constitute a binding Agreement.
- 36. Signing of Framework Agreement**
- 36.1 Promptly upon notification, Landscape Mauritius Ltd shall send the successful Contractors the Framework Agreement.
- 36.2 Within twenty-eight (28) days of receipt of the Framework Agreement, the successful Contractor shall sign, date, and return it to Landscape Mauritius Ltd together with the Performance Security referred to in ITC 37.
- 37. Performance Security**
- 37.1 The Contractor selected to form part of the framework Agreement for one or more lot shall along with the signed contract submit a performance security in the form of a bank guarantee in the format shown in annexes for an amount of Rs 0.5 million.
- 37.2 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 32, 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 Criteria

- (a) Evaluation of the Contractor's proposal will include an assessment of the Contractor's financial capacity, past experience and performance in similar works, rates quoted in the Bill of Quantities , as well as its technical capacity to mobilize key equipment and personnel for the contract and material sourcing in sufficient detail and fully in accordance with the Employer's Requirements.
 - (b) Contractors who submit a fully compliant proposal and pass ALL the qualification criteria shall be qualified to enter into the framework agreement.
 - (c) A maximum of three Contractors shall be selected for this exercise.
 - (d) Landscape Mauritius Ltd shall allocate the contract by selecting the configuration that yield the best value for money to Landscape Mauritius Ltd and which ensures a reasonable minimum number of contractors per lot.
-
- 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 12 and 14.
 - (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) Whether a Contractor is selected, no new work contract will be awarded to that Contractor if the work of the contractor on two previous call offs are repeatedly unsatisfactory giving rise to many or frequent remedial works or are delayed for reasons attributable to the Contractor.
 - (d) 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.

2. Qualifications

Pursuant to ITC 5.1, Bids will only be considered from Contractors who are duly registered with the CIDB, at the time of submission of bid, under the grades indicated hereunder, viz:-

- (i) **Grade A+ to H in Building Construction Works**
OR
(ii) **Grade A+ to H in Civil Engineering Construction Works**

Evidence of registration with the CIDB must be submitted with the bid.
Non-submission of evidence of registration with the CIDB with the bid will lead to rejection of the bid.

Section II. Evaluation and Qualification Criteria (without prequalification)

Factor	2.1 Eligibility					Documentation Required
	Sub-Factor	Requirement	Criteria			
			Single Entity	Contractor		
				All partners combined	Each partner	
2.1.1 Nationality	Nationality in accordance with ITC 5.2.	Must meet requirement	-	Must meet requirement	-	Forms ELI 1.1 and ELI 1.2, with attachments
2.1.2 Conflict of Interest	No conflicts of interests as described in ITC 5.3.	Must meet requirement	-	Must meet requirement	-	Letter of Proposal
2.1.3 Bank Ineligibility	Not having been declared ineligible by Landscope Mauritius Ltd or Public Procurement office as described in ITC 5.4.	Must meet requirement	-	Must meet requirement	-	Letter of Proposal
2.1.4 Ineligibility based on a United Nations resolution or Mauritian Law	Not having been excluded as a result of the laws of Republic of Mauritius or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITC5.7(b)	Must meet requirement	-	Must meet requirement	-	Letter of Proposal

Section II. Evaluation and Qualification Criteria (without prequalification)

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture-			
			All partners combined	Each partner	At least one partner	
<p style="text-align: center;">2.2.1</p> <hr/>	Clause Deleted					
<p>2.2.2 Pending Litigation</p> <hr/>	<p>Bidders shall provide a history of litigation over the last ten (10) years.</p> <p>Bidders with a consistent history of court/arbitral award decisions against it may be disqualified.</p>	<p>Must meet requirement by itself or as partner to past or existing JV</p>	-	<p>Must meet requirement by itself or as partner to past or existing JV</p>	-	Form CON - 2

Section II. Evaluation and Qualification Criteria (without prequalification)

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
2.3.1 Historical Financial Performance	<p>Submission of audited account or if not required by the law of the Contractor's country, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Contractors financial position.</p> <p>N.B: Mauritian Companies with annual turnover of less than Rs 50M not requiring to file audited accounts shall submit certified copies of the financial statements for the last three years as filed at the Registrar of Companies.</p> <p>For annual turnover above Rs 50M, Mauritian Companies should submit certified copies of audited accounts for the last three years as filed at the Registrar of Companies.</p>	Must meet requirement	-	Must meet requirement	-	Form FIN – 3.1 with attachments
2.3.2 Average Annual Construction Turnover	Minimum average annual construction turnover over the last three (3) years.	Must meet requirement	Must meet requirement	-	-	Form FIN –3.2

Section II. Evaluation and Qualification Criteria (without prequalification)

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture			
All partners combined			Each partner	At least one partner		
2.3.2.1	To qualify for 1 lot, Annual Average Construction Turnover to be at least Rs 3 Millions	Must meet requirement	Must meet requirement	-	-	Form FIN –3.2
2.3.2.2	To qualify for 2 lots, Annual Average Construction Turnover to be at least Rs 6 Millions	Must meet requirement	Must meet requirement	-	-	Form FIN –3.2
2.3.2.3	To qualify for 3 lots, Annual Average Construction Turnover to be at least Rs 9 Millions	Must meet requirement	Must meet requirement	-	-	Form FIN –3.2
N:B:- Bidders will be eligible for award for a maximum of 3 lots.						
2.3.3 Financial Resources	<p>With respect to specific cash flow requirement, i.e. Rs 300,000 for 1 lot, Rs 400,000 for 2 lots and Rs. 500,000 for 3 lots, the Bidder should submit documentary evidence mentioning the name of this project and its CPB reference. None submission of the supporting documents may lead to the rejection of the bid.</p> <p>Documentary evidence may comprise but is not limited to:-</p> <ul style="list-style-type: none"> (i) Bank Certificate (ii) Certificate from Auditors (iii) Certificate from a Professional Registered Accountant 	Must meet requirement	Must meet requirement	-	-	Form FIN –3.3 and Documentary evidence

Section II. Evaluation and Qualification Criteria (without prequalification)

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
2.4.1 General Experience	Contractors have to be registered with the CIDB at the time of submission of bid under the grade indicated hereunder: Grade A to H in Building Construction Works OR Grade A to H in Civil Engineering Construction Works	Must meet requirement	-	Must meet requirement	-	
2.4.2 Specific Experience	Participation as Main Contractor, in at least two building works or civil engineering works each of minimum contract value of Rs. 3.0 Millions over the past 5 years.	Must meet requirement	Must meet requirements	-	-	Form EXP - 2.4.2

2.5 Personnel

The Contractor must provide the services of the following **personnel** exclusively for this framework agreement having the qualifications specified in Table A. Evidence of immediate availability of the personnel or undertaking from the Contractor to be submitted.

Table A

POSITION	Minimum Experience in Building Works or Civil Engineering Works
1. Contractor's Representative	5 years
2. Alternative Contractor's Representative during periods of unavailability of the Contractor's Representative	5 years
3. General Foreman	5 years

The Contractor shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section III, Proposal Forms.

Section III. Proposal Forms

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Letter of Proposal

Date: _____

Contractor's Reference No.: _____

Procurement Reference No:

To:

**The Chief Executive Officer,
Landscape Mauritius Ltd ,
7th Floor, Shri Atal Bihari Vajpayee Tower,
Ebene Cybercity, Ebene.**

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 9;
- (b) We agree to enter into a Framework Agreement with Landscape Mauritius Ltd to execute works for Maintenance, Repairs, Upgrading of Landscape Buildings.
- (c) We have read and understood the instructions in this bidding document to the effect that the quantities, indicated in the Bills of Quantities are only indicative and serve the purpose to assess the rates by comparing the amount arrived at for the bid price which are as mentioned hereunder after discount, if any:

Lot	Amount in words (Rs) excluding VAT	Amount in figures (Rs) excluding VAT
Lot 1		
Lot 2		
Lot 3		
Lot 4		

- (d) The discount offered above have been applied as follows: The discount offered has already been included in the rates.
- (e) We have submitted all qualification information as requested in the Framework Agreement Documents and fully completed Schedules of Rates for the following lots:

[Type text]

-
- (f) Our proposal shall be valid for a period of **one hundred and Fifty (150) days** from the date fixed for the bid submission deadline 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;
 - (g) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein. We understand that non-compliance to the conditions mentioned may lead to disqualification.
 - (h) We have read and understood the instructions in this bidding document to the effect that the quantities, indicated in the Bills of Quantities are only indicative and serve the purpose to assess the rates by comparing the amount arrived at for the bid price;
 - (i) Our rates and prices submitted are firm and fixed until completion of works allocated within the twenty-four months duration of the framework agreement or as extended;
 - (j) Our firm, including sub-contractor or suppliers for any part of the Contract, have nationalities from eligible countries;
 - (k) We, including any sub-contractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITC 5.3;
 - (l) 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;
 - (m) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the procurement process and contract execution:
 - i. We shall not, directly or through any other person or firm, offer, promise or give to any of Landscape Mauritius Ltd employees involved in the procurement process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. We shall not enter with other Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the procurement process.
 - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (n) We undertake, if our proposal is accepted:
- (c) to commence works on the listed items of the Schedules, as per the commencement date mentioned in the Works Order; and
 - (d) to execute at short notice after cyclones and other natural calamities even during end of year period and other festivities any cleaning and emergency works.
- (o) We understand that:
- (i) we may not be awarded any work even if we enter into a framework agreement;
 - (ii) you reserve the right to have recourse to other procurement process for execution of similar works in any lot irrespective of the fact that you have entered into a framework agreement; and
 - (iii) The contract will be awarded on a Schedule of Rates drawn up from the rates quoted in the Bills of Quantities.
- (p) If a framework agreement is concluded, the person named below shall act as Contractor's Representative:

Name:

In the capacity of:

Signed:

Duly authorized to
sign the Proposal for
and on behalf of:

Date:

Seal of Company

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (g) of the Letter of proposal:

I/We* accept that I/we* may be disqualified from bidding for any contract with Landscape Mauritius Ltd, if I am/we are* in breach of any obligation under the bid conditions, because I/we*:

- (a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid to form part of the framework agreement by Landscape Mauritius Ltd during the period of bid validity, (i) have failed or refused to execute the Framework Agreement, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

Technical Proposal

Technical Proposal Forms

Personnel

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. The data on their experience should be supplied in separate sheets using one Form 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

Signature : Date :

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

Name of Contractor

Position *	<input type="checkbox"/> <input type="checkbox"/>	
Candidate information	1. Name of candidate	2. Date of birth
	3. Professional qualifications	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (Manager / Personnel Officer)
	Fax	Telex
	Job title of candidate	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience **relevant** to the Project.

From	To	Company / Project / Position / Relevant technical and management experience*

Total works experienceyears
 Total experience in similar works:.....years
 Total experience in similar position:.....years

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 II (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

Pending Litigation

Current Contract Commitments/Works in Progress

Financial Situation

Average annual construction turnover

Financial Resources

Specific Experience

Form ELI 1.1

Contractor Information Sheet

Date: _____

Contractor's Reference Procurement No.: _____

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: <input checked="" type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITC Sub-Clauses 5.1 and 5.2. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITC Sub-Clauses 5.1

Form ELI 1.2

Party to JV Information Sheet

Date: _____
 Contractor's Reference 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:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITC Sub-Clauses 5.1 and 5.2. <input type="checkbox"/> In case of Landscape owned entity from (Mauritius) Ltd, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITC Sub-Clause 5.5.

Form CON – 2

Pending Litigation

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____

Bidder's Reference No.: _____

Page _____ of _____ pages

Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria)			
<input checked="" type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below			
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:	_____

Form CCC

Current Contract Commitments / Works in Progress

Contractors and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current MUR equivalent)	Estimated completion date	Average monthly invoicing over last six months (MUR month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1
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 _____ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in the currency reported in the Audited Accounts/Financial Statements	Historic information				
	Year 1	Year 2	Year 3	Year ...	Year N
Statement of Financial Position (Information from Balance Sheet)					
A. Current Assets (CA)					
B. Current Liabilities (CL)					
<i>Working Capital Ratio or Current Ratio (A/B)</i>					
<i>Quick Ratio or Acid Test Ratio (Current Assets net of Inventories/B)</i>					
C. Total Assets (TA)					
D. Total Liabilities (TL)					
<i>Net Worth (C-D)</i>					
Cash in hand and at Bank					
Bank Overdrafts					
Other Liquid Assets					
Information from Income Statement					
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)					
Profit/Loss Before Taxes (PBT)					
Taxation					
Net Profit/Loss After Tax					
$\frac{\text{(Net Profit After Tax)}}{\text{(Total Revenue)}} \times 100$					
Certified by Bidder and/or associated JV partner, that above information is a true extract from Audited Accounts/Financial Statements					
Name :					
Signature:					
Capacity:					
Date:					

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements⁶ for the *[number]* years required above; and complying with the requirements

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If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified.

Form FIN – 3.2

Average annual construction turnover

Contractor’s Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Contractor’s Reference No.: _____

Page _____ of _____ pages

	Project name	Client	Client’s contact person	Contract Price MUR	Ongoing/ Completed	Payment received (MUR)		
						(yr)	(yr)	(yr)
(a)								
(b)								
Annual turnover 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 construction 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 **for the amount corresponding to the works amount required by Landscape Mauritius Ltd**, such as liquid assets, bank overdrafts, 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).

To qualify for the number of lots indicated hereunder	Source of financing (Attach accompanying documents)	Minimum amount (MUR equivalent)
1 lot		Rs 400 000
2 lots		Rs 500 000
3 lots		Rs 600 000

The Bidder should submit documentary evidence mentioning the name of this project and its CPB reference. None submission of the supporting documents may lead to the rejection of the bid.

Documentary evidence may comprise but is not limited to:-

- (i) Bank Certificate**
- (ii) Certificate from Auditors**
- (iii) Certificate from a Professional Registered Accountant**

Form EXP – 2.4.2
Specific Experience

Contractor's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Contractor's Reference No.: _____

Page _____ 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	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> 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 (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 2.4.2) of Section II (Evaluation and Qualification Criteria):	
Amount	_____

