EARLY CHILDHOOD CARE AND EDUCATION AUTHORITY

BIDDING DOCUMENTS

for

Supply, Installation and Testing of Outdoor Equipment for the Early Childhood Care and Education Authority

Procurement Reference No: ECCEA/ONB/29/26-27

Early Childhood Care and Education Authority
2nd Floor, The Pentagon Tower 1
Ebene Technopole
Phone No. 4604278
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20 November 2026

EARLY CHILDHOOD CARE AND EDUCATION AUTHORITY
COMMUNIQUE

Supply, Installation and Testing of Outdoor Equipment for the Early Childhood Care and Education Authority

A. INTRODUCTION

The Early Childhood Care and Education Authority is inviting proposals from prospective local firms for the Supply, Installation and Testing of Outdoor Equipment for its pre-primary units.

B. BIDDING DOCUMENTS

Bidding documents will be available at the Head Office of the Early Childhood Care and Education Authority, 2nd Floor, The Pentagon Tower 1, Ebene Technopole or by downloading free of charge from **ECCEA website www.eccea.mu** as from **Friday 20 November 2026**. Amendments, if any, to the bidding documents prior to the deadline for submission of bids will be forwarded simultaneously to all prospective bidders who have received the documents directly from Early Childhood Care and Education Authority.

C. SUBMISSION OF TENDERS

Bidders are requested to submit their tenders in sealed envelopes clearly marked '**ECCEA/ONB/29/26-27**' addressed to the **Ag. Director, Early Childhood Care and Education Authority and deposited in the Bid Box, 2nd Floor, The Pentagon Tower 1, Ebene Technopole, by Monday 21 December 2026 not later than 13 00 hours local time**.

Bids received through fax and/or electronically will not be accepted.

D. Bids will be opened on the same day at **13 05** hours local time, in the presence of bidders/ bidder's representative who choose to attend at the Early Childhood Care and Education Authority Head Office at 2nd Floor, The Pentagon Tower 1, Ebene Technopole.

E. Proposals received after the prescribed date and time will not be considered.

F. For any clarification/additional information, please contact The Ag. Director Attn: The Secretary of the Procurement Committee by email at farah@eccea.mu to reach her at least 14 days, before the deadline for submission of bids.

G. ECCEA reserves the right to
(i) accept or reject any proposal.
(ii) split the contract item wise.
(iii) annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to any bidder.

Early Childhood Care and Education Authority
2nd Floor, The Pentagon Tower 1
Ebene Technopole

Date 20 November 2026

Section I

Examples of Bid Rejection Reasons

Bids have been rejected at the submission stage or found to be technically non-compliant due to errors in presentation and failure to follow bidding instructions. The Invitation to Bid contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why bids are rejected by public bodies. Bidders are urged to read this before submission and to check their bid conforms to each of these points and the instructions as noted in the bidding documents.

- The bid is handed in after the deadline for submission, either by hand or electronically if so allowed. Note submissions after the deadline will be rejected.
- Bids not submitted to correct physical address. Note that the address for bid submission is different to the address for bid clarification.
- The bid is not signed as per the instructions in the ITB.
- No sufficient documents have been provided.
- Documents provided do not directly address each point of the mandatory evaluation criteria.
- Proposal is more like a brochure for the firm without specifically addressing the specific criteria of the ITB.
- Bids do not offer goods or services which have been specially requested by the procuring entity.
- Failure to enclose the signed Bid Submission Form(s).

The above examples illustrate some common errors which may be made by bidders.

The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

SBD for Procurement of Goods

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the bid.

PART 2 – SUPPLY REQUIREMENTS

Section V. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VI. General Conditions of Contract (GCC)

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

Section VII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section VIII: Contract Forms

This Section includes the form for the Agreement which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

When required, the forms for Performance Security and Advance Payment Security, shall be completed by the successful Bidder only after contract award.

Attachment: Invitation for Bids

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open Advertised Bidding (open for local and overseas suppliers) are **specified in the BDS.** The name, identification, and number of lots are **provided in the BDS.**

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

2. Source of Funds

2.1 Unless otherwise stated in the **BDS,** this procurement shall be financed by the Public Body's own budgetary allocation.

3. Public Entities Related to Bidding Documents and to Challenge and Appeal

3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Purchaser), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act.)

3.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.

3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;

4. Fraud and Corruption

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

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

(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 parties[4] 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 party[5] or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser's investigation into allegations of a

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

[2] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Purchaser's staff and employees of other organizations taking or reviewing procurement decisions.

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

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

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

corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under sub-clause 4.2 below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and

(c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated[b] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

4.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.

4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.

4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : *ppo.govmu*.org

4.5 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a

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

contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies)and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

5. Eligible Bidders

5.1 (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

(b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(i) all parties to the JV shall be jointly and severally liable; and

(ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

5.2 A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this Bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have

access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

5.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b)Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

5.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country.

5.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

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

5.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

6. Eligible Goods and Related Services

6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.

6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, industrial plants and "related services" which include services such as insurance, installation, training, and initial maintenance.

6.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

7. Sections of Bidding Documents

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

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

7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

8. Clarification of Bidding Documents

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

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

C. Preparation of Bids

10. Cost of Bidding

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

11. Language of Bid

11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English**.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English**,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11.2 Notwithstanding the above, documents in French submitted with

the bid may be accepted without translation.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

(a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;

(b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;

(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS.**

(d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted, and

(h) any other document **required in the BDS.**

13. Bid Submission Form and Price Schedules

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

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

14. Alternative Bids

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

15. Bid Prices and Discounts

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules, shall conform to the requirements specified below.

15.2 All lots and items must be listed and priced separately in the Price Schedules.

15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.

15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.

15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) For Goods offered from within Mauritius :

(i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;

(ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) For Goods offered from outside Mauritius :

(i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in the Mauritius, as specified in the **BDS**;

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**;

(iii) the total price for the item.

(c) For Related Services whenever such Related Services are specified in the Schedule of Requirements:

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

(ii) the foreign currency cost component of each item

comprising the Related Services,

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

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

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

16. Currencies of Bid

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

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

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

17. Documents Establishing the Eligibility of the Bidder

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

18. Documents Establishing the Eligibility of the Goods and Related Services

18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

19. Documents Establishing the Conformity of the Goods and Related Services

19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

20. Documents Establishing the Qualifications of the Bidder

20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:

(a) if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius;

(b) if **required in the BDS,** in case of a Bidder not doing business within Mauritius, the Bidder is or will be (if awarded the contract) represented by an Agent in Mauritius equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in

the Conditions of Contract and/or Technical Specifications; and

(c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

21. Period of Validity of Bids

21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.

21.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

22. Bid Security

22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.

22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.

22.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:

(a) be in the form of a bank guarantee from a reputable overseas bank, or

(b) be issued by a commercial bank or insurance company operating in Mauritius.

(c) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms, or other

form approved by the Purchaser prior to bid submission;

(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;

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

22.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 45.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; or

(b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form,

except as provided in ITB 21.2;

(b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44.

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

23. Format and Signing of Bid

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12.

23.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

24. Submission, Sealing and Marking of Bids

24.1 Bidders may always submit their bids by hand or deposit their bid in the bid box.

(a) Bidders submitting bids by hand or deposit their bid in the bid box, shall enclose the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes with Procurement Reference No: ECCEA/ONB/29/26-27 clearly marked. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.

24.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS,** and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.

24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or

premature opening of the bid.

25. Deadline for Submission of Bids

25.1 Bids must be received by the Purchaser at the address and not later than the date and time **specified in the BDS.**

25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bids

26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

27. Withdrawal, Substitution, and Modification of Bids

27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

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

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

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

28. Bid Opening

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

the BDS.

28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.

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

E. Evaluation and Comparison of Bids

29. Confidentiality

29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

30. Clarification of Bids

30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.

31. Responsiveness of Bids

31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not

subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Errors, and Omissions

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

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

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

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

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

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

33. Preliminary Examination of Bids

33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 13.2;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.

34. Examination of Terms and Conditions; Technical Evaluation

34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.

35. Conversion to Single Currency

35.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS,** using the selling exchange rates established by **Central Bank of Mauritius** and on the date **specified in the BDS.**

36. Margin of Preference

36.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS.**

37. Evaluation of Bids

37.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

37.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 37. No other criteria or methodology shall be permitted.

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

(a) evaluation to be done for Items or Lots, as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 15;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;

(d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.

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

(i) in the case of Goods offered from within Mauritius, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;

(ii) in the case of Goods offered from outside Mauritius, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) transport and other costs for the goods to reach its final destination.

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

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

37.6 If so **specified in the BDS,** these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

38. Comparison of Bids

38.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.

38.2 Selection shall be based on the lowest price offered and or quality of the item offered, subject to technical conformity, availability and timely delivery.

39. Post-qualification of the Bidder

39.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar

determination of that Bidder's capabilities to perform satisfactorily.

39.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

40.1 The Purchaser reserves the right to accept or reject any bid, split the contract on an item basis and shall not be bound to accept the lowest or any quotation and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

41. Award Criteria

41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Purchaser's Right to Vary Quantities at Time of Award

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

43. Notification of Award

43.1 Prior to the expiration of the period of bid validity, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Within seven days from the issue of Letter of Acceptance, the Purchaser shall publish on the Public Procurement Portal *(publicprocurement.govmu.org)* and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract

awarded; and

(ii) an executive summary of the Bid Evaluation Report

43.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.

44. Signing of Contract

44.1 Promptly after issue of letter of acceptance, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

44.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

45. Performance Security

45.1 Within twenty-eight (28) days of the receipt of letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.4.

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

46. Debriefing

46.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the

publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case by following regulation 9 of the Public Procurement Regulations 2008 as amended.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: **Early Childhood Care and Education Authority**
ITB 1.1	The name and identification number of the Procurement is: **Supply, Installation and Testing of Outdoor Equipment for the Early Childhood Care and Education Authority** **Procurement Reference No: ECCEA/ONB/29/26-27** The Invitation for Bids has been issued through an Open National Bidding procedure.
ITB 1.1	The name of the Project is: **Supply, Installation and Testing of Outdoor Equipment for the Early Childhood Care and Education Authority**
ITB 3.3	(a) The address to file challenge in respect of this procurement is: **The Ag. Director** **Early Childhood Care and Education Authority** **2nd Floor The Pentagon Tower 1** **Ebene Technopole** (b) The address to file application for review is: **The Chairperson** **Independent Review Panel,** **5th Floor** **Belmont House** **Intendance Street** **Port Louis** **Tel : +2302602228** **Fax No.** **Email : irp@govmu.org**

ITB 5.3	A list of firms debarred from participating in Public Procurement in Mauritius is available at ppo.govmu.org A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr.
	B. Contents of Bidding Documents
ITB 8.1	For **Clarification of bid purposes** only, the Purchaser's address is: Attention: **The Ag. Director** **(Attn: The Secretary of the Procurement Committee)** **Early Childhood Care and Education Authority** **2nd Floor The Pentagon Tower 1** **Ebene Technopole** Phone No. 4604278 Fax No. 4345774 Email: farah@eccea.mu
	C. Preparation of Bids
ITB 12.1 (h)	The Bidder shall submit the following additional documents in its bid: **Catalogues / Brochures**
ITB 14.1	Alternative Bids shall not be considered.
ITB 15.5	The Incoterms edition is: Incoterms 2010.
ITB 15.7	The prices quoted by the Bidder shall not be adjustable.
ITB 16.1	The Bidder *is* required to quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 19.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***Minimum 5 years***
ITB 20.1 (a)	**Manufacturer's authorization is *required.***
ITB 20.1 (b)	After sales service is required during and after the warranty period.
ITB 21.1	The bid validity period shall be **90 days.**

ITB 22.1	The Bidder **shall subscribe to a Bid Securing Declaration** by signing the **Bid Submission Form** containing the provision with regard thereto.
ITB 23.1	No additional copy is requested to the original of the bid.
	D. Submission and Opening of Bids
ITB 24.1	Bidders shall not have the option of submitting their bids electronically.
ITB 24.2 (c)	The envelope shall bear the following additional identification marks: **ECCEA/ONB/29/26-27** must appear on the bid envelope to identify this specific bidding process.
ITB 25.1	For bid submission purposes, the Purchaser's address is: Attention: **The Ag. Director** **Early Childhood Care and Education Authority** **2nd Floor The Pentagon Tower 1** **Ebene Technopole** The deadline for the submission of bids is: **Date: Monday 21 December 2026 at 13:00 hours**
ITB 28.1	The bid opening shall take place at: **Early Childhood Care and Education Authority** **2nd Floor The Pentagon Tower 1** **Ebene Technopole** **Date: Monday 21 December 2026 at 13:05 hours**
	E. Evaluation and Comparison of Bids
ITB 35.1	Bid prices should be expressed in Mauritian Rupees only.
ITB 36.1	A margin of preference shall be applicable to local Small and Medium Enterprises as indicated in Section III.
ITB 37.3(a)	Evaluation will be done for all quoted items. Note: "Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder/s".

ITB 37.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: *[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary*] (a) deviation in Delivery schedule: No. (b) deviation in payment schedule: No. (c) the cost of major replacement components, mandatory spare parts, and service: No. (d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid: No. (e) the projected operating and maintenance costs during the life of the equipment: No. (f) the performance and productivity of the equipment offered: No.
ITB 37.6	Bidders shall be allowed to quote separate prices for one or more lots. [refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate] **Not Applicable.**
	F. Award of Contract
ITB 42.1	The maximum percentage by which quantities may be increased or decreased is: **15 %**

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples referred to in this section or other acceptable wording, and delete the text in italics]

Contents

1. Evaluation Criteria (ITB 37.3 (d))

2. Multiple Contracts (ITB 37.6)

3. Post qualification Requirements (ITB 39.2)

4. Domestic Preference (ITB 36.1)

1. Evaluation Criteria (ITB 37.3 (d))

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

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive.

(b) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price.

or

(c) Cost of major replacement components, mandatory spare parts, and service.

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 19.3, is in the List of Goods.

(d) Availability in Mauritius of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 37.3(d

(e) Projected operating and maintenance costs.

An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 37.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 37.3(d).

(f) Performance and productivity of the equipment.

An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price for evaluation purposes if specified in the BDS Sub-Clause 37.3(d).

2. Multiple Contracts (ITB 37.6)

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

The Purchaser shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8

(b) take into account:

(i) the lowest-evaluated bid for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

3. Post-qualification Requirements (ITB 39.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 39.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 39, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability - **MANDATORY**

The bidder shall furnish documentary evidence that it meets the following financial requirement(s):

i. Audited Accounts for 2 last financial years

ii. BRN Certificate

iii. Certificate of Incorporation

iv. VAT Registration Number.

(b) Experience and Technical Capacity - **MANDATORY**

i. The bidder/manufacturer shall furnish documentary evidence that the latter has at least 10 years of experience in manufacturing a similar type of good for which the Invitation of Bids is issued.

ii. Where the bidder is a trader proposing goods duly authorized by the manufacturer and for which there is no requirement for local after sale service, the bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods.

iii. The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): Provide assistance and After Sales Services.

(c) Conformity Certificate /Test Report – **MANDATORY**

The bidder/manufacturer shall provide Conformity Certificate / Test Report for each item proposed.

4. Margin of Preference (ITB 36.1)

4.1 Small and Medium Enterprises (SME), registered with the SME Mauritius Ltd and submitting the "Made in Moris" certification issued by the Association of Mauritian Manufacturers for the locally manufactured goods procured through this contract shall benefit from a Margin of Preference of 40% at evaluation.

4.2 SMEs not holding "Made in Moris" certification shall be eligible for a Margin of Preference of 30% at evaluation.

4.3 Women owned Micro, Small and Medium Enterprises (MSMEs) shall benefit from an additional 10% margin of preference over and above those applicable.

4.4 Local manufacturers, which are not SMEs shall benefit from a margin of preference of 30% on their locally manufactured goods.

4.5 When selected for award and as requested by the public body, bidders applying for the Margin of Preference shall submit, the following, where applicable:

(i) evidence of their registration as enterprise in the Republic of Mauritius;

(ii) evidence of registration with SME Mauritius Ltd.;

(iii) certification issued by the Association of Mauritian Manufacturers for the goods bearing the "Made in Moris" label (where applicable);

(iv) cost structure of local inputs in the manufacture of the goods, as per the template provided and duly signed by a certified accountant;

(v) evidence of women ownership.

Section IV. Bidding Forms

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Bidder Information Form

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

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

Page _____ of_ _____ pages

1. Bidder's Legal Name …….
2. In case of JV, legal name of each party: …….....
3. Bidder's actual or intended Country of Registration: ……...
4. Bidder's Year of Registration: …….....
5. Bidder's Legal Address in Country of Registration: …….....
6. Bidder's Authorized Representative Name: …….. Address: …… Telephone/Fax numbers: ……. Email Address: ……
7. Attached are copies of original documents of: ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1. ☐ In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].
Date: *[insert date (as day, month and year) of Bid Submission*]
Procurement No.: *[insert reference number of bidding process]*

1. Bidder's Legal Name: …….....
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 Name: …… Address: …… Telephone/Fax numbers: …… Email Address: ……
7. Attached are copies of original documents of: ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Bid Submission Form

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____*[insert the number and issuing date of each Addendum];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____*[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

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

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries_____ *[insert the nationality of the Bidder,*

including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

(h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3;

(j) I/We declare that I/We **"qualify/do not qualify**" for Margin of Preference as per Table below, and has submitted documentary evidence in this respect.

Description of Bidder	Applicable Margin of preference	Bidder to tick as appropriate
Small and medium Enterprise bearing the 'Made in Moris' certification for the locally manufactured goods proposed	40%	
Small and medium Enterprise proposing locally manufactured goods	30%	
Local companies proposing locally manufactured goods	20%	
Woman owned MSME	10%	

(k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

(l) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

(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 bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

(n) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

Appendix to Bid Submission Form

Bid Securing Declaration

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

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

(a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or

(b) have refused to accept a correction of an error appearing on the face of the Bid; or

(c) having been notified of the acceptance of our Bid by the *(insert name of public body)* during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

Price Schedule Forms

Price Schedule : Goods Manufactured outside Mauritius to be imported

Bidder's name and address: …… ..……	Prices may be in Mauritian Rupees	**Date:** …… **Procurement Ref. No:** ……..

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit	Unit Price FOB	Freight Charges per unit	Insurance Charges per unit	Unit price CIF/CIP *[insert place of destination]* (col 6+7+8)	CIF/CIP Price per line item (Col. 5x9)
	Supply, Installation and Testing of Outdoor Equipment:								
1.	Slide Set			50 Unit					
2.	Balance Set			50 Unit					
3.	Building Bricks / Blocks Set			50 Unit					
4.	Multipurpose Ball Pool			50 Unit					
5.	Multipurpose Set			50 Unit					
6.	Obstacle Ring Set on stand			50 Unit					
	[Optional] Maintenance Cost: Year 4 – Item 1 & 5			1 Lot					
	Year 4 – Item 1 & 5			1 Lot					
								Total Bid Price	

Name of Bidder …… **Signature of Bidder** …… **Date** ……

Manufacturer's Authorization

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

Procurement Reference No. ECCEA/ONB/29/ 26-27

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

	Rs	**Rs**
Raw Materials, Accessories & Components		
• Imported (CIF)	.....	.....
• Local	.....	.....
Labour Cost		
• Direct Labour	.....	.....
Direct Factory Expenses		
• Operating Cost of Machine	.....	.....
• Expenses related for finishing of goods	.....	.....
• Packaging costs		
Cost of Factory Overheads		
• Electricity	.....	.....
• Rates & Insurance		
• Telephone	.....	.....
• Rent	.....	.....
• Depreciation	.....	.....
• Interest on Loans	.....	.....
• Direct Consumables	.....	.....
• Indirect Labour Charges (factory employees)		
Other (please specify)		
•	.....	
•	.....	
•	.....	.....
TOTAL COST		

Local Value Added = <u>Total Cost – Cost of imported inputs</u> x 100
Total Cost

- **The cost structure should be certified by a Certified Accountant**

Notes on Locally manufactured goods

Locally Manufactured Goods -Value-added criterion

The goods have been produced in Mauritius wholly or partially from imported materials (or materials of unknown origin) and the value added resulting from the process of production accounts for at least 25% of the ex-factory cost of the finished product.

Explanation:

The value added is the difference between the ex-factory cost of the finished product and the c.i.f. value of imported materials used in production.

Ex-factory cost means the value of the total inputs required to produce a given product. In applying this criterion, domestic material content may be either low or non-existent in the composition of the products.

Calculation of ex-factory cost:

The following costs, charges and expenses should be included:

(a) The cost of imported materials, as represented by their c.i.f. value accepted by the Customs authorities on clearance for home consumption, or on temporary admission at the time of last importation in Mauritius where they were used in a process of production, less the amount of any transport costs incurred in transit.

Provided that the cost of imported materials not imported by the manufacturer will be the delivery cost at the factory but excluding customs duties and other charges of equivalent effect thereon;

(b) The cost of **local materials**, as represented by their delivery price at the factory;

(c) The cost of **direct labour** as represented by the wages paid to the operatives responsible for the manufacture of the goods;

(d) The cost of direct factory expenses, as represented by:

- the operating cost of the machine being used to manufacture the goods;
- the expenses incurred in the cleaning, drying, polishing, pressing or any other process, as may be necessary for the finishing of the goods;
- the cost of putting up the goods in their retail packages and the cost of such packages but excluding any extra cost of packing the goods for transportation and the cost of any extra packages;
- the cost of special designs, drawings or layout; and the hire of tools, or equipment for the production of the goods.

(e) The cost of **factory overheads** as represented by:

- rent, rates and insurance charges directly attributed to the factory;
- indirect labour charges, including salaries paid to factory managers, wages paid to foremen, examiners and testers of the goods;
- power, light, water and other service charges directly attributed to the cost of manufacture of the goods;
- consumable stores, including minor tools, grease, oil and other incidental items and materials used in the manufacture of the goods;
- depreciation and maintenance of factory buildings, plant and machinery, tools and other items used in the manufacture of the goods

The following costs, charges and expenses **should be excluded**:

(a) **Administration expenses** as represented by:

- office expenses, office rent and salaries paid to accountants, clerks, managers and other executive personnel;
- directors' fees, other than salaries paid to directors who act in the capacity of factory managers;
- statistical and costing expenses in respect of the manufactured goods;
- investigation and experimental expenses.

(b) **Selling expenses**, as represented by:

- the cost of soliciting and securing orders, including such expenses as advertising charges and agents' or salesmen' commission or salaries;
- expenses incurred in the making of designs, estimates and tenders.

(c) **Distribution expenses**, represented by all the expenditure incurred after goods have left the factory, including;

- the cost of any materials and payments of wages incurred in the packaging of the goods for export;
- warehousing expenses incurred in the storage of the finished goods;
- the cost of transporting the goods to their destination.

(d) **Charges not directly attributed to the manufacture of the goods**:

- any customs duty and other charges of equivalent effect paid on the imported raw materials;
- any excise duty paid on raw materials produced in the country where the finished goods are manufactured;
- any other indirect taxes paid on the manufactured products;
- any royalties paid in respect of patents, special machinery or designs; and
- finance charges related to working capital.

PART 2 – Supply Requirements

Section V. Schedule of Requirements

Contents

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3. Inspections and Tests 53

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
	Supply, Installation and Testing of Outdoor Equipment			**Across the island – List to be submitted upon award**	**Immediate**	**120 days**	
1.	Slide Set	50	Unit				
2.	Balance Set	50	Unit				
3.	Building Bricks / Blocks Set	50	Unit				
4.	Multipurpose Ball Pool	50	Unit				
5.	Multipurpose Set	50	Unit				
6.	Obstacle Ring Set on stand	50	Unit				
	[Optional] Maintenance Cost: Year 4 – Item 1 & 5	1	Lot				
	Year 4 – Item 1 & 5	1	Lot				

3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:

- *the TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser;*

- *the TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract;*

- *the TS shall make use of best practices. Samples of specifications from successful similar procurements in Mauritius or sector may provide a sound basis for drafting the TS;*

- *the Purchaser encourages the use of metric units;*

- *standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods;*

- *standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from Mauritius or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable;*

- *reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable, the words "or at least equivalent" shall always follow such references;*

- *technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

    (a) standards of materials and workmanship required for the production and manufacturing of the Goods;

    (b) detailed tests required (type and number);.

(c) other additional work and/or related services required to achieve full delivery/completion;

(d) detailed activities to be performed by the Supplier, and participation of the Purchaser thereon;

(e) list of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met, and

- *the TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet) where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

When the Purchaser requests that the Bidder provides in its bid a part of or all the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

*"**Summary of Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

STANDARD SPECIFICATIONS FOR THE PROCUREMENT OF OUTDOOR EQUIPMENT

TECHNICAL SPECIFICATIONS

Complete column **'Compliance of Specification Offered'** with the specification of the supplies offered. Also, state "comply" or "not comply" and give details of any non-compliance to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

Special Note:

1 In case of discrepancy between the Technical Specifications table as filled in by the bidder and any other technical literature/document provided by the bidder, then, the filled in technical specification table will prevail.

TECHNICAL SPECIFICATIONS TABLE

This technical specification is valid only for the procurement of Outdoor Equipment for Early Childhood Care and Education Authority

Item No.	Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
1	**Slide Set**	Suitable to children aged 3-5 years		
		Bright Colours		
		Non-toxic paints		
		Non-toxic materials		
		No small Parts		
		Painted with led free paint in pastel colours		
		Slide either wave or straight		
		Inclination: The angle should be 30 degrees to 45 degrees. No part of the slide should have a slope greater than 50 degrees		
		The exit region of slides should be at least 18cm to 25cm. **Bidder to specify**		
		Height: Between 130cm – 210cm **Bidder to specify**		
		Width: Between 115cm - 135cm Bidder to specify		
		Length: Between 190cm – 210cm **Bidder to specify**		
		Should enable the young child to develop cognitive, physical, emotional, social and motor skills		
		Country of Origin – **Bidder to specify**		
2	**Balance Set**	Can be Plastic Made or Rubber Made or a combination of both materials		
		Suitable to children aged 3-5 years		
		Bright Colours		
		Non-toxic paints		
		Non-toxic materials		
		No small Parts		
		Painted with led free paint in pastel colours		
		Should enable the young child to exercise body agility, to step, to jump and balance		

Item No.	Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
		Should enable the young child to develop cognitive, physical, emotional, social and motor skills		
		Country of Origin – **Bidder to specify**		
3	**Building Bricks /Blocks Set**	Can be Plastic Made or Rubber Made or a combination of both materials		
		Suitable to children aged 3-5 years		
		Bright Colours		
		Non-toxic paints		
		Non-toxic materials		
		No small Parts		
		Painted with led free paint in pastel colours		
		Should enable the young child to develop cognitive, physical, emotional, social and motor skills		
		Height: As from 10cm **Bidder to specify**		
		Length: As from 30cm **Bidder to specify**		
		Width: As from 12cm **Bidder to specify**		
		Country of Origin – **Bidder to specify**		
4	**Multipurpose Ball Pool with Balls**	Pool must have a minimum diameter of 100cm **Bidder to Specify**		
		Should contain a minimum of 100 balls not smaller than a tennis ball		
		Suitable to children aged 3-5 years		
		Bright Colours		
		Non-toxic paints		
		Non-toxic materials		
		No small Parts		
		Painted with led free paint in pastel colours		
		Should enable the young child to develop cognitive, physical, emotional, social and motor skills		
		Country of Origin – **Bidder to specify**		

	Technical Specification Required		Compliance of Specification Offered	Details of non-compliance if applicable
5	**Multipurpose Set**	Must be a combination of a minimum of any 2 items either Swing, Climber or Slide.		
		Can be either Plastic or Wooden Made or a combination of Plastic & Wooden Made		
		Suitable to children aged 3-5 years		
		Bright Colours		
		Non-toxic paints		
		Non-toxic materials		
		Painted with led free paint in pastel colours		
		Should fit in the following area - Width: Up to 450cm x Length: Up to 450cm		
		Structure, durable, long-lasting, withstands in severe weather conditions		
		Should enable the young child to develop cognitive, physical, emotional, social and motor skills		
		Country of Origin – **Bidder to specify**		
6	**Obstacle Ring Set on stand**	Can be Plastic Made or Rubber Made or a combination of both materials		
		Suitable to children aged 3-5 years		
		Bright Colours		
		Non-toxic paints		
		Non-toxic materials		
		No small Parts		
		Painted with led free paint in pastel colours		
		Should enable the young child to develop cognitive, physical, emotional, social and motor skills		
		Height: As from 90-100cm - **Bidder to specify**		
		Country of Origin – **Bidder to specify**		

Specifications and Compliance Sheets on pages 54-56 Authorised By:

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

Specifications for Outdoor Equipment to Supply in ECCEA Pre-Primary Units

1. Slide Set
2. Balance Set
3. Building Bricks / Blocks Set
4. Multipurpose Ball Pool
5. Multipurpose Set
6. Obstacle Ring Set on stand

1. Slide Set

Suitable to children aged 3-5 years
Bright Colours
Non-toxic paints
Non-toxic materials
No small Parts
Painted with led free paint in pastel colours
Slide either wave or straight
Inclination: The angle should be 30 degrees to 45 degrees. No part of the slide should have a slope greater than 50 degrees
The exit region of slides should be at least 18cm to 25cm.
Height: Between 130cm – 210cm
Width: Between 115cm - 135cm
Length: Between 190cm – 210cm
Should enable the young child to develop cognitive, physical, emotional, social and motor skills
Country of Origin should be indicated

2. Balance Set

Can be Plastic Made or Rubber Made or a combination of both materials
Suitable to children aged 3-5 years
Bright Colours
Non-toxic paints
Non-toxic materials
No small Parts
Painted with led free paint in pastel colours
Should enable the young child to exercise body agility, to step, to jump and balance
Should enable the young child to develop cognitive, physical, emotional, social and motor skills
Country of Origin should be indicated

3. Building Bricks / Blocks Set

Can be Plastic Made or Rubber Made or a combination of both materials
Suitable to children aged 3-5 years
Bright Colours
Non-toxic paints
Non-toxic materials
No small Parts
Painted with led free paint in pastel colours
Should enable the young child to develop cognitive, physical, emotional, social and motor skills
Height: As from 10cm
Length: As from 30cm
Width: As from 12cm
Country of Origin should be indicated

4. Multipurpose Ball Pool with Balls

Pool must have a minimum diameter of 100cm
Should contain a minimum of 100 balls not smaller than a tennis ball
Suitable to children aged 3-5 years
Bright Colours
Non-toxic paints
Non-toxic materials
No small Parts
Painted with led free paint in pastel colours
Should enable the young child to develop cognitive, physical, emotional, social and motor skills
Country of Origin should be indicated

5. Multipurpose Set

Must be a combination of a minimum of any 2 items either Swing, Climber or Slide.
Can be either Plastic or Wooden Made or a combination of Plastic & Wooden Made
Suitable to children aged 3-5 years
Bright Colours
Non-toxic paints
Non-toxic materials
No small Parts
Painted with led free paint in pastel colours
Should fit in the following area - Width: Up to 450cm x Length: Up to 450cm
Structure, durable, long-lasting, withstands in severe weather conditions
Should enable the young child to develop cognitive, physical, emotional, social and motor skills
Country of Origin should be indicated

6. Obstacle Ring Set on stand

Can be Plastic Made or Rubber Made or a combination of both materials
Suitable to children aged 3-5 years
Bright Colours
Non-toxic paints
Non-toxic materials
No small Parts
Painted with led free paint in pastel colours
Should enable the young child to develop cognitive, physical, emotional, social and motor skills
Height: As from 90-100cm - Bidder to specify
Country of Origin – Bidder to specify

Where necessary, the items should be firmly fixed in the ground by successful bidder.

PART 3 - Contract

Section VI. General Conditions of Contract

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office *ppo.govmu*.org under Ref. G/RFQ-GCC4/11-21

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Purchaser shall select/insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(h)	The Purchaser is: **Early Childhood Care and Education Authority**
GCC 1.1 (m)	The Project Site(s)/Final Destination(s): Supply and Installation will be across the island – List of schools will be communicated upon award of contract.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For **notices**, the Purchaser's address shall be: **The Ag. Director** **Early Childhood Care and Education Authority** **2nd Floor The Pentagon Tower 1** **Ebene Technopole** Phone No. 4604278 Fax No. 4345774 Email: ecceauthority@intnet.mu
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: "Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier, and Clause 10.2 (b) in the case of a Contract with a national of Mauritius."] ***(b) Contracts with Supplier national of Mauritius:*** In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.

GCC 13.1	Details of Shipping and other Documents to be furnished by Suppliers are: ***(a) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):*** Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (i) one original and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable. If prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used.
GCC 16.4 (b)	Local Suppliers shall be paid in Mauritian Rupees only. The prices shall not be adjustable to fluctuation in the rate of exchange.
GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security is required for award above Rs 5M
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	The inspections and tests shall be performed by ECCEA
GCC 26.2	The Inspections and tests shall be conducted in schools selected – List to be communicated upon award of contract.
GCC 27.1	The liquidated damages shall be: **0.5%** of the contract price per day applicable after the deadline of the delivery period.
GCC 27.1	The maximum amount of liquidated damages shall be: ***10* %** of the total contract price
GCC 28.3	The period of validity of the Warranty shall be a **minimum of 3 years**
GCC 28.5	The period for repair or replacement shall be: ***21 calendar* days**.

Attachment: Price Adjustment Formula

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

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

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

$$a+b+c = 1$$

in which:

P_1	=	adjustment amount payable to the Supplier.
P_0	=	Contract Price (base price).
a	=	fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
b	=	estimated percentage of labor component in the Contract Price.
c	=	estimated percentage of material component in the Contract Price.
L_0, L_1	=	labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
M_0, M_1	=	material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

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

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

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

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

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

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

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

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

(b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VIII. Contract Forms

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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { Mauritius }, or company incorporated under the laws of {Mauritius}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier]*, a company incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Special Conditions of Contract

   (c) General Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

2. Performance Security

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[6]) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year],*[7] and any demand for payment under it must be received by us at this office on or before that date.

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

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

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

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