



**INFORMATION AND COMMUNICATION
TECHNOLOGIES AUTHORITY (ICTA)**

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BIDDING DOCUMENTS

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for

Procurement of

*design, installation, and implementation, of a
crowdsourcing-based Quality of Service
(QoS) measurement platform for broadband
internet services*

Procurement Reference No: OAB/ICTA/QoS/02-24/01

Project: DESIGN, INSTALLATION AND IMPLEMENTATION OF
CROWDSOURCING-BASED PLATFORM FOR ASSESSMENT OF QUALITY OF
SERVICE (QOS) OF BROADBAND INTERNET SERVICES

Employer: INFORMATION & COMMUNICATION TECHNOLOGIES AUTHORITY

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Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents are selected as applicable). A brief description of these documents is given below.

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant 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 consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

Section V. Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

PART III – *CONDITIONS OF CONTRACT AND CONTRACT FORMS*

Section VI. General Conditions of Contract (GCC)

This Section contains 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

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section VIII: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee, Performance Security, Letter of Acceptance and Contract.**

Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- | | |
|--|---|
| 1. Scope of Bid | <p>1.1 The Public Body referred to herein after as the Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the BDS. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS and the SCC Clause 2.3.</p> |
| 2. Public Entities Related to Bidding Documents and to Challenge and Appeal | <p>2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity(Employer), 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 documents, receiving and evaluating 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).</p> <p>2.2 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.</p> <p>2.3 Challenges and applications for review shall be forwarded to the addresses indicated in the BDS;</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.</p> <p>3.2 Bidders, suppliers and public officials shall 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.</p> <p>3.3 The Employer 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</p> |

obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice”² 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;

(iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

3.4 The Public Body 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 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 Public Body obtains

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “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.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

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.

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. 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 service providers for any part of the Contract.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

4.3 (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 service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

4.4 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.

- 4.5 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.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Qualification of the Bidder**
- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- (b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
 - (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.

- (c) total monetary value of Services performed for each of the last five years;
 - (d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (e) list of major items of equipment proposed to carry out the Contract;
 - (f) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - (h) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);
 - (i) authority to the Employer to seek references from the Bidder's bankers;
 - (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be

signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria, **unless otherwise specified in the BDS**:

- (a) a minimum average annual financial amount of work over the period **specified in the BDS**.
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the

Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. Conflict of Interest

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

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer 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 the party is involved. However, this does not limit the inclusion of the same subcontractor 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 contract that is the subject of the Bid.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit/Pre-bid Meeting

8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

(b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as

per ITB 11.2, to form part of the Bidding Documents.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Activity Schedule
Section V	Scope of Service and Performance Specifications
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days (*21 days for international bids*) prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 12.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security or Bid Securing declaration (where applicable);
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the

Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
 - (a) for those inputs to the Services which the Bidder expects to provide from within the Republic of Mauritius, the prices shall be quoted in Mauritian Rupees; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Republic of Mauritius, the prices shall be quoted in up to any three hard currencies.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will

be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

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

17.3 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 issued by a reputable overseas bank located in any eligible country or any commercial Bank/Insurance company operating in Mauritius selected by the Bidder
- (b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;
- (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.5 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 35.

17.6 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 16.2; 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:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.7 The Bid Security or Bid- Securing Declaration of a 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 to constitute the JV.

17.8 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 16.2, 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:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

The Bidder may be disqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.
- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.
- 19. Format and Signing of Bid**
- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

- 20. Sealing and Marking of Bids**
- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS;**
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of

Bids.

- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of

bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the

Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).
- 29. Currency for Bid Evaluation**
- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Mauritian Rupees at the selling rates on the closing date, established for similar transactions by the Bank of Mauritius.
- 30. Evaluation and Comparison of Bids**
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders 31.1 Margin of Preference shall not be applicable.

F. Award of Contract

- | | |
|---|--|
| 32. Award Criteria | <p>32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.</p> <p>32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.</p> |
| 33. Employer’s Right to Accept any Bid and to Reject any or all Bids | <p>33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.</p> |
| 34. Notification of Award and Signing of Agreement | <p>34.1 Prior to the expiration of the period of bid validity, the Employer 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 Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of Letter of Acceptance the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding process.</p> <p>34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.</p> <p>34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together</p> |

with the required performance security pursuant to Clause 35.

35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank/Insurance company Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank/Insurance company Guarantee, it shall be issued either at the Bidder's option, by a commercial Bank/Insurance company located in the Republic of Mauritius or a foreign Bank/Insurance company through a correspondent commercial Bank/Insurance company located in the Republic of Mauritius.
- 35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

- 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

38. Debriefing

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

Section II. Bidding Data Sheet

This section should be filled in by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids

A. General	
ITB 1.1	<p>The Employer is Information & Communication Technologies Authority</p> <p>The name and identification number of the Procurement is:</p> <p>Design, installation, and implementation, of a crowdsourcing-based Quality of Service (QoS) measurement platform for broadband internet. Procurement Reference No: OAB/ICTA/QoS/02-24/01</p>
ITB 2.3	<p>(a) Challenges shall be addressed to:</p> <p style="text-align: center;">The Executive Director, Information & Communication Technologies Authority Level 12, The Celicourt – 6, Sir Celicourt Antelme Street, Port-Louis Mauritius Tel: +(230) 211 5333 Fax: +(230) 211 9444 Email: etc@icta.mu</p> <p>(b) Application for Review shall be addressed to:</p> <p style="text-align: center;">The Chairman Independent Review Panel, 5th Floor, Belmont House Intendance Street, Port Louis, Mauritius. Tel: 260 2228 Email: irp@govmu.org</p>
ITB 4.1	<i>Bidding is not limited to citizens of Mauritius or entities incorporated in Mauritius.</i>
ITB 5.2	Pre-qualifications <i>have not</i> been carried out.
ITB 5.3	The Qualification Information and Bidding forms to be submitted are as follows: Item (k) of ITB 5.3 above is not applicable
ITB 5.3(b)	<p><i>In case the services contract is estimated for an amount less than Rs.20M.</i></p> <p><i>(b)This authorization shall consist of written confirmation and shall be attached</i></p>

	<p><i>to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or through a Power of Attorney.</i></p> <p><i>The name and position held by each person signing the authorization must be typed or printed below the signature.</i></p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: “none”.
ITB 5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: “none”.
ITB 5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last 5 years shall be <i>1 to 2 times</i> the annual contract amount payable to the selected bidder for the <i>contract</i> .
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: <i>able to collect QoS test data; compile and analyse data; present results and create reports which can be published by Regulators in the form of maps, graphs, tables, figures.</i>
ITB 5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be inclusive in the proposal.
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be at least the total amount of the contract value.
ITB 5.6	Subcontractors’ experience. Not Applicable
B. Bidding Data	
ITB 9.2 and 19.1	The Bid shall be completed and returned <i>in electronic format</i> as per submission instructions provided at Section D. Submission of Bids at page 26 of this bidding document.
C. Preparation of Bids	
ITB 13.1	The additional materials required to be completed and submitted are: <i>None</i>
ITB 14.1	Local inputs shall be quoted in: Not Applicable
ITB 14.4	The Contract <i>is not</i> subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be <i>105</i> days after the deadline for Bid

	submission specified in the BDS.
ITB 17.1	Bid shall include a Bid Security using the form included in Section III, Bidding Forms.
ITB 17.3	The amount of Bid Security shall be Four thousand American Dollars, (USD 4000) .
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
ITB 18.4	Alternative technical solutions shall be permitted for the following parts of the Services: Not Applicable
D. Submission of Bids	
ITB 20.2	Bids should be addressed to the Chairman Departmental Bid Committee and sent, by e-mail to the dedicated email address, tenderbox@icta.mu , at latest by, Thursday, 11 April 2024 by 10:00 hrs. (UTC) . Kindly note that this email address will be deactivated immediately after the set deadline.
ITB 21.1	The deadline for submission of bids shall be on or before, Thursday, 11 April 2024 by 10:00 hrs. (UTC) at latest.
E. Bid Opening and Evaluation	
ITB 24.1	Bids will be opened at 10:15 hrs (UTC) on Thursday, 11 April 2024 at the following address: ICT Authority, 9th Floor, The Cécicourt Building, 6, Sir Cécicourt Antelme Street, Port Louis, 11302, Mauritius.
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank Guarantee issued from a local commercial bank and for an amount of 10 percent (10%) of the Contract Price.
ITB 36.1	The Advance Payment, is not applicable
ITB 37.1	The Adjudicator not Applicable - In case of dispute settlement, the matter will be referred to the Court of Mauritius.

Section III. Bidding Forms

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Bid Submission Form

The Bidder must prepare the Service Provider's Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.

Date: _____

Bidder's Reference No.: _____

Procurement Reference No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) The total price of our Bid, after discounts offered in item (d) below is:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(i)		
(ii)		

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 16.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, 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 commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
- (h) We are not participating, as a Bidder in more than one bid in this bidding process.
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;

- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁵
- (k) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body'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.

- (m) 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.
- (n) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

⁵ Use one of the two options as appropriate.

(p) If awarded the contract, the person named below shall act as Contractor's Representative: _____

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to
sign the Bid for and on
behalf of: _____

Date: _____

Seal of Company _____

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
 - 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Form of Bid Security (Bank/Insurance company Guarantee)

.....*Bank/Insurance company's Name and Address of issuing Branch or
Office*.....

Beneficiary: *Name and Address of Public Body*.....

Date:

BID GUARANTEE No.:

We have been informed that*name of the Bidder*..... (hereinafter called "the Bidder") has submitted to you its bid dated..... (hereinafter called "the Bid") for the execution of*name of contract* under Invitation for Bids No.....*IFB number* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid security.

At the request of the Bidder, we*name of Bank/Insurance company* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*amount in figures*..... (*.....amount in words.....*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before, **Thursday, 11 April 2024 by 10:00 hrs. (UTC)**.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas bidders only).

.....*Bank/Insurance company's seal and authorized
signature(s)*.....

Part II – Activity Schedule

Section IV. Activity Schedule

The Activities below are the five main milestones of the services to be provided by the successful bidder.

- (a) Design of the broadband Internet QoS measurement platform.
- (b) Deployment of the broadband Internet QoS measurement platform;
- (c) Testing and Commissioning of the broadband Internet QoS measurement platform;
- (d) Collection of QoS measurement data;
- (e) Data mining and Presentation of QoS measurement results;

Price Schedule

The price should be breakdown in the following cost item where applicable.

The Authority reserves the right to purchase the whole solution proposed or selected segments of the solution proposed.

Item	Cost Schedule
Crowdsourcing Solution <ul style="list-style-type: none"> • Mobile App using user-initiated tests • Web portal using user-initiated tests • Mobile App using automated tests • Web Portal using automated tests 	
Test servers	
Data mining and Presentation of results	
Dedicated measurement <ul style="list-style-type: none"> • Mobile broadband • Fixed broadband 	
Fixed broadband crowdsourcing measurement solution (using hardware probes)	Note: Quote price as optional

Section V. Scope of Service and Performance Specifications

1. Background

- 1.1 The ICT Authority, hereinafter referred to as ICTA, is the national regulator for the ICT sector in Mauritius. ICTA was established under the ICT Act 2001 (as amended)⁶, which sets out *inter-alia* the powers, objects and functions of ICTA.
- 1.2 The ICT Act 2001 (as amended) provides the legal basis for ICTA to regulate Quality of Service (QoS) of information and communication services including collecting and reporting information on the performance of operators, in accordance with sections 17 (1), 18 (1)(b), 18 (1)(h) and 18 (1)(n) of the aforesaid Act.
- 1.3 The Information and Communication Technologies (Quality of Service) Regulations 2014⁷, which was made and published in the Government gazette on 26 April 2014, further establishes the regulatory framework for Quality of Service (QoS) of information and communication services.
- 1.4 In pursuance of its regulatory functions and in line with international best practices on QoS regulation, ICTA plans to make available to end-users of Broadband Internet services in Mauritius, a tool which will allow the latter to have meaningful information on the QoS (including Quality of Experience (QoE)) of their Broadband Internet services including comparable information on the performance of different Broadband ISPs.
- 1.5 ICTA considers that QoS regulation of Broadband Internet services in Mauritius is necessary for the benefit of consumers and the industry, recognising the need to guarantee transparency on service quality conditions, to ensure compliance with

⁶ https://www.icta.mu/documents/2022/09/ict_act.pdf

⁷ <https://www.icta.mu/documents/2021/08/qos.pdf>

the quality advertised and to empower consumers in making informed choices of services/service providers.

1.6 ICTA released, on 31 January 2023, a Consultation Paper⁸ proposing the implementation of a crowdsourcing based-platform for assessment of QoS of Broadband Internet services and thereafter published its Response to the said Consultation Paper on 09 May 2023⁹.

➤ ***Broadband Internet Market***

1.7 Broadband Internet services in Mauritius have experienced a significant and continuous uptake over the past years, with population penetration rate of the services growing from about 46% in 2014 to about 147% as at end of 2022. The total number of broadband Internet subscriptions as at end of 2022 stood at 1,858,900.

Broadband Internet Subscriptions	Year: 2022
Fixed Access Network:	334,300
Mobile Access Network:	1,524,600
Total	1,858,900

1.8 There are to-date 13 licenced Internet Service Providers (ISPs), 3 of which also hold a licence to offer Public Land Mobile services¹⁰. Currently, 10 ISPs have approved tariffs to provide broadband internet services on a retail basis. Broadband Internet services are provided to the public over different access technologies including Fibre (FTTH and FTTC) and 3G/4G/5G mobile.

1.9 For general information on the Republic of Mauritius and to get an insight of its current broadband Internet market, reference may be made to the following:

- i. Sources referred to in this section (links to these sources are provided in footnotes);

⁸ https://www.icta.mu/documents/2023/01/Consultation_QOS.pdf

⁹ https://www.icta.mu/documents/2023/05/response_consultation_crowdsourcing_qos_2023.pdf

¹⁰ <https://www.icta.mu/licences-issued>

- ii. Website of ICTA¹¹ in general and the ICT Observatory section¹² in particular;
- iii. Publication by Statistics Mauritius –“Mauritius in Figures 2022”¹³
- iv. Respective websites of Internet Service Providers.

It is to be noted that information from the above sources is non-exhaustive and information may be complemented by own research.

2. Objectives

- 2.1 The objective of this RFP is to provide bidders with the technical requirements for the preparation and submission of bids for the design, installation, and implementation, of a crowdsourcing-based QoS measurement platform which would allow QoS measurements of broadband Internet services on both fixed (including wireless) and mobile networks.
- 2.2 Bidders shall propose a solution to allow ICTA to carry out successive two-months nation-wide QoS measurement campaigns, every 6 months (to be determined).
- 2.3 The QoS measurement platform shall meet the objective of being user-oriented whereby measurements are made at access devices and where users can actively participate in the measurement exercise through a crowdsourcing approach.
- 2.4 Bidders shall propose a QoS measurement platform that is able to collect QoS test data; compile and analyse data; present results and create reports which can be published by ICTA in the form of maps, graphs, tables, figures for easy interpretation by users.

¹¹ <https://www.icta.mu>

¹² <https://www.icta.mu/observatory-internet/>

¹³ https://statsmauritius.govmu.org/Pages/Statistics/By_Subject/Other/SB_Other.aspx

- 2.5 The solution proposed by bidders shall allow ICTA to have a comprehensive assessment of the performance of the services offered by ISPs, and to provide consumers with meaningful and comparable information on quality of broadband Internet services offered by different ISPs.
- 2.6 Bidders shall propose a solution to provide results representative of the actual broadband Internet usage in the Republic of Mauritius. The initial scope of the proposed platform shall be limited to QoS measurements of residential offers, but it should allow measurements to be extended to business offers, when so required.
- 2.7 The solution proposed by bidders shall ensure fairness and non-discrimination in measurements among the different ISPs; accuracy and reliability of test results; and ease in accessing and understanding of test results.
- 2.8 The project shall consist of 3-months Pilot phase and 3-years' Operation phase. The solution being sought is expected to run smoothly and seamlessly in the pilot phase, and is expected to remain operational for any additional year(s) for which ICTA may decide to renew the contract.

3. Requirements

The successful bidder shall implement the Authority's QoS measurement platform right-sized for the needs of the Authority.

The project work shall include the following:

- (a) Design of the broadband Internet QoS measurement platform. For the design phase, an understanding of the range of broadband services will be required;
- (b) Deployment of the broadband Internet QoS measurement platform;
- (c) Testing and Commissioning of the broadband Internet QoS measurement platform;
- (d) Collection of QoS measurement data;

- (e) Data mining and Presentation of QoS measurement results;
- (f) Training on the QoS measurement platform to officers of ICTA;
- (g) Post-implementation support till end of operational phase.

In responding to the above, bidders shall demonstrate in their proposal, their ability to meet fully the objectives as set out in this bidding document as well as the requirements detailed hereunder.

3.1 Methodology

- (i) Bidders shall propose their methodology to meet the objectives of ICTA. The ICTA intends to invite users to participate in successive two months QoS testing campaigns prior to issuing a nationwide QoS report. The successful Bidder is expected to assist the ICTA in identifying appropriate methodology improvement opportunities.
- (ii) The proposed QoS measurement platform should support primarily a crowdsourcing method of QoS data collection (through a downloadable software application and through a web browser, customised as per the needs of the Authority) whereby QoS data is collected from a large base of end-users willing to participate in the measurements.
- (iii) The solution proposed by bidders should allow for data collection through both user-initiated tests and automated tests. User-initiated tests are those where the end-user is required to deliberately and manually start data collection while automated tests are those where data collection occurs programmatically by pre-established start rules and where tests run in the background (Refer to definitions in ITU-T Recommendation E.812).
- (iv) Bidders shall provide details of the methodology of the user-initiated tests as well as methodology used for the automated tests.

- (v) The platform should support testing of broadband internet services offered by any ISP through any access technology including 3G/4G/5G mobile, optical fibre, Wi-Fi etc. The platform should also be scalable to support new service offerings.
- (vi) Bidders shall spell out their approach for measurement over different access networks supporting various broadband technologies. The proposal from bidders shall clearly demonstrate how the proposed solution will allow tests to be originated from different access devices. Bidders shall provide justification for selecting one solution or another in specific cases of measuring fixed and mobile broadband Internet services.
- (vii) The platform should allow for testing of the following main QoS parameters: **Upload speed; Download speed and Latency**.
- (viii) For testing of QoS parameters in (vii), bidders shall propose the location of test servers (for example at the ISP's Internet gateway or at any neutral location in Mauritius). Bidders shall provide justification for the choice of location of test servers.
- (ix) The platform should further allow for testing of the following main QoE parameters: **Web-Browsing and Video Streaming** performance. For that purpose, bidders shall include on their proposed platform, access to websites and streaming sites (both national and international) that are most frequently visited by the Mauritian end-users.
- (x) Bidders shall provide details of the test methodology to be used for each QoS/QoE parameter; including the specific test protocols, test samples, etc. Bidders shall explain how individual test result for each QoS/QoE parameter will be calculated, with details of the statistical method used (e.g. average, percentile, etc). Bidders shall provide reference of relevant international standards.
- (xi) The platform should also allow the following contextual data to be collected along with the QoS tests:
 - Geolocation
 - Date and time

- Internet Service Provider
 - Technology (type of connection)
 - Customer equipment (make/ model)
 - Signal Strength of connection
- (xii) Bidders shall provide a detailed list of any information they intend to collect from the end-user and explain how they will ensure confidentiality and privacy with regards to same. Bidders shall ensure that the platform does not collect any personal information of the end-user (e.g. messages, photos, videos, contact list, call information etc).
- (xiii) Bidders shall explain any mechanism used by their proposed platform to eliminate or adequately cater for any external factors generally associated with the end-user's home environment/ device (e.g. PC hardware and software specificities, browser, quality of internal wiring or wireless connection, etc).
- (xiv) The solution proposed by bidders shall cater for any mechanism that may be put in place by service providers to prioritise traffic towards test servers to influence test results.
- (xv) Bidders shall propose a mechanism that may be supported by their proposed platform to motivate users to run tests and to maintain the crowd, for example participation in lottery draws.
- (xvi) In order to complement the QoS data collected through crowdsourcing method, bidders shall propose an approach for collecting QoS data through some dedicated measurements, whereby data is collected from some specific test points deployed specifically for that purpose. Test results from dedicated measurements shall be separate from the test results obtained through crowdsourcing.

3.1.1 Crowdsourcing Tool

- (i) The crowdsourcing tool should be in the form of an application software (App) for free download and installation on the most common end user device operating systems (Android, iOS, HarmonyOS, Windows, macOS) as well as in the form of a web-based application on the website of ICTA. Bidders shall list the device operating systems on which the App may be installed. A hardware probe may additionally be proposed by bidders as an option for fixed broadband QoS measurement.
- (ii) The testing tool provided to end-users should provide easy User Interface to enable users to run QoS tests and to access key test results displayed in real-time in a format that is easy to understand and meaningful. The proposed tool should allow end-users to compare their QoS test results with other end-users of same and different service providers. Bidders shall explain the methodology that would be used to enable such comparisons.
- (iii) Where automated background tests are used for the crowdsourcing purpose, it should be possible for end-users to deactivate such automated tests at any time on their devices.
- (iv) Bidders shall provide the layout showing the different aspects of the crowdsourcing application (e.g: screen to launch test, display of test results and comparison).
- (v) The solution proposed by bidders should ensure efficient data consumption for running the series of QoS/QoE tests sequentially. Bidders shall provide an indication of the data consumed to complete the series of QoS/QoE tests and propose any measure that would resolve any issue of data consumption for end-users.
- (vi) Bidders shall provide an indication of the time taken to complete the series of QoS/QoE tests sequentially.

3.1.2 Dedicated measurements

- (i) Bidders shall describe their approach for carrying out dedicated measurements. In particular, bidders shall explain their choice of the number and location of the dedicated user test points, with the objective of ensuring comparable results among ISPs. Bidders shall also explain their approach for conducting QoS measurements for mobile Internet, and the choice of test route, if any. Performing drive tests and assigning a dedicated team (comprising of a mix of ICTA resources and/or other stakeholders) to conduct the tests may also be considered.
- (ii) For the dedicated measurements, bidders shall also propose the schedule (times of the day and of the week) when measurements will be made, which shall reflect the actual usage pattern.
- (iii) The choice of test devices (e.g. mobile phones, PC, laptop, and modem) shall be guided by the objective of being representative of most commonly used devices on the market and where performance of equipment allows for the higher data rates to be measured.

3.2 Data Mining

- (i) Bidders shall explain how test results will be aggregated by the platform. In particular, bidders shall explain how test results will be aggregated for each end-user over a day, a month and 2 months respectively. Bidders shall also explain how test results will be aggregated for each ISP over a day, a month and 2 months respectively.
- (ii) The proposed platform should eliminate possible abusive or any fraudulent QoS tests. Bidders shall explain how same is supported by their proposed platform.
- (iii) Bidders shall explain any mechanism that will be put in place to sort results with due consideration of the throttled speed which may be experienced by users at the time of the tests due to any Fair Usage Policy which may be applicable to their subscribed packages.

- (iv) Test results should be made available to ICTA in different statistical formats (e.g. individual test/ average, etc) with the option of daily, weekly, monthly or 2-months display both in tabular, map and graph forms.
- (v) Test results should be made accessible to ICTA with minimum manual intervention via a user-friendly interface, allowing data to be searched via different criteria such as: - date and time; QoS parameter; Type of service/access technology; individual ISP, etc.
- (vi) The platform should highlight automatically any result of an ISP which tends to deviate significantly from other results for the same QoS/QoE parameters being tested.
- (vii) Bidders shall provide guarantee that all data (including raw data) will be stored in a safe and secure environment, with provision for adequate back-up.

3.3 Presentation of Results

- (i) The proposed platform should allow technical reports to be self-generated by ICTA, with minimum manual intervention, on a daily, weekly, monthly or 2 months basis.
- (ii) The platform should allow for a user-friendly report to be self-generated by ICTA, with minimum manual intervention, for the purpose of publication following the 2-months testing campaign. It should be possible for ICTA to include any comment or remark in the report.
- (iii) The user-friendly report should be in such format that it may be easily downloaded by the public from the ICTA website.
- (iv) The content of the user-friendly report should allow the public to understand and compare the quality of broadband internet services provided by different ISPs over the testing period,
- (v) Bidders shall propose the content and format of a typical user-friendly report based on the above requirements.

3.4 Design

- (i) Bidders shall provide a detailed design (both low-level and high-level) with explanation of how the design meets the objectives and requirements set out in this bidding document.
- (ii) The design shall include as a minimum:
 - A physical and logical network diagram of the proposed technical set-up, including clearly labelled network elements and links involved. The diagrams should clearly demarcate network elements of the bidder's platform with those of other parties within and outside Mauritius.
 - A description of the proposed technical set up including function of each network element involved and any interface with other parties within or outside Mauritius, including type and capacity of links;
 - Location of the different components of the platform including test servers;
 - Specifications of the different hardware and software elements, including specifications of the application software (App) to be used by end-users;
 - Specifications of applicable technologies, standards and protocols.
- (iii) Bidders shall explain how their solution will be customised for the purpose of meeting the objectives and requirements of this bidding document. In case any App is to be specifically developed for this purpose, justification for the need to develop such App should be provided by the bidders.

3.5 Technical Features of platform

- (i) The proposed platform shall be scalable and upgradable during the contract term to accommodate any new software release, any change in the Internet package offered by ISPs, and any change in subscriber base.

- (ii) Bidders shall specify any quality of service feature of the proposed platform, including its availability which shall be in accordance with international standards. The said features shall be mutually agreed and part of a Service Level Agreement between ICTA and the successful bidder.
- (iii) All elements of IT security proposed by bidders shall be specified in the proposals, e.g. virus protection, firewall etc.
- (iv) The solution proposed by bidders shall have sufficient redundancy to ensure continuity of service in case of any failure. Bidders shall specify the mechanism of ensuring redundancy.
- (v) The successful bidder shall ensure that all equipment is located in a secure environment. Bidders shall provide details regarding co-location environment of any equipment as well as expected operating centre specifications, as appropriate.
- (vi) Security provisions shall be made by the successful bidder to prevent unauthorised access to the platform equipment and premises. Bidders shall list the security features that will be deployed.

3.6 Support

- (i) The successful bidder shall provide a reliable support service in order to attend to any query or problem/fault notification with respect to the QoS measurement platform.
- (ii) Procedures for attending to and resolving any query/problem shall be established between ICTA and the successful bidder. Response time and resolution time shall be mutually agreed and guaranteed through a Service Level Agreement.

4. Deliverables

4.1 Project Plan

Upon signature of contract between ICTA and the successful bidder, a kick-off meeting will be held during which both parties shall agree on the project organisation, methodology and work-plan.

- (i) The successful bidder shall thereafter **prepare and submit a project plan** including the project implementation timeline, specifying inter-alia the project objectives, outputs, methodology and detailed work plan.
- (ii) The work plan submitted by bidder shall include:
 - a. The work schedule along with its timeline identifying all tasks, subtasks, with realistic phases, milestones (such as development of mobile App, development of Web based application, installation of test servers, development of data mining / presentation tools) , interdependencies, critical path and resources involved.
 - b. Details of the project team members including their corresponding profile and work experience as well as task assigned to/responsibility of each member. A project manager/coordinator shall be appointed by the successful bidder who shall liaise with the Authority for any issue related to the project.

4.2 Deployment Phase

Upon approval of the project plan by ICTA, the successful bidder shall deploy the QoS monitoring platform. The bidder shall update the ICTA regularly on the progress of the project milestones.

4.3 Testing Phase

Upon completion of the deployment phase, the successful bidder shall test the QoS measurement platform. For the purpose of the testing exercise, the successful bidder shall develop User Acceptance Tests procedures in mutual agreement with the Authority and shall

conduct tests to demonstrate the conformance to the requirements. The successful bidder shall then submit a report which shall include the outcome of the User Acceptance Tests.

4.4 Pilot Phase

Upon submission and approval of the User Acceptance Tests report the supplier shall embark onto the pilot phase for a period of three (3) months.

The QoS measurement platform will be open to end users for measuring and reporting of their actual broadband internet quality of service.

During the pilot phase the supplier will be required to address any issues encountered. This would include fine-tuning of the platform, any software application and the web application.

For validation purposes, ICTA may involve ISPs and other concerned stakeholders at different stages of the project.

4.5 Final Acceptance

Once the pilot phase has been successfully completed the first year (Year 1) of operation shall start. The platform shall be operational for a period of three (3) years.

5. Payment terms

Payment will be effected as follows:

Activity	Payment (% of total project value)
Award of Contract	0
Project Plan	<p>If the project plan is satisfactorily accepted by the Employer, 5% of payment will be effected.</p> <p>Note: If the Employer is not satisfied with the proposed plan, the supplier will be given a maximum of two weeks to amend the plan. and still, if the plan is not satisfactory, the contract will be cancelled and no payment will be made.</p>

Deployment Phase	20% of payment during the deployment phase to be paid in stages at the accomplishment of each milestone agreed between both parties.
Testing Phase	10% of payment – upon conclusive user acceptance tests.
Final Acceptance	15% of payment
Operational Phase	End of Year 1 – 15% End of Year 2 – 15% End of Year 3 – 20%

6. Evaluation Criteria

6.1. Technical Evaluation Criteria (60 Points)

The technical evaluation exercise will be carried out in two phases:

1. In phase 1, bids will be assessed as follows:
 - a. Bidders with less than five years proven experience in large scale crowdsourcing solutions for National Regulatory Authorities will not be considered for phase 2 of the technical evaluation and will be automatically rejected.
 - b. Bidders offering solutions other than a crowdsourcing-based platform as the main measurement method, will not be considered for phase 2 of the technical evaluation and will be automatically rejected.
 - c. Bidders that cannot provide solution to cover all access technologies used to offer residential broadband service plans in the Republic of Mauritius will not be considered for phase 2 of the technical evaluation and will be automatically rejected.

2. In phase 2, only bids which have met all the above requirements will be evaluated as per the table below. Only those bidders who get a passing mark of 40 will be eligible for the financial evaluation.

Evaluation Criteria	Weight	Indicate page number and section referred to in the Bid Document
<p>i) Demonstrated related knowledge and experience of the Bidder and its team in similar projects.</p> <p>15+ years (8 points) 11-15 years (5 points) 5 - 10 years (3 points)</p>	8	
<p>ii) Number QoS/QoE parameters that can be tested. (Ref. Section 3.1 (viii), Section 3.1 (x) and Section 3.1 (xi):</p> <ol style="list-style-type: none"> 1. All QoS/QoE parameters (3 points) 2. All QoS parameters and partial QoE parameters (2 points) 3. Only QoS parameters without any QoE parameters (1 point) <p>Bidder has adequately provided the methodology that will be used to measure the QoS/QoE parameters. (2 points)</p>	5	
<p>iii) With reference to Section 3.4, the Bidder demonstrated that the design (through the physical/logical network diagram and explanation) submitted, meets the objectives and requirements of the project.</p>	4	
<p>iv) Bidder has successfully demonstrated through its approach/ methodology how it will ensure that results are representative of actual broadband Internet usage.</p>	4	

<p>v) Bidder has successfully demonstrated through its approach and methodology how it will ensure that test measurements and results are fair and non-discriminatory among ISPs.</p>	3	
<p>vi) Bidder's platform supports automated tests in addition to user-initiated tests (2 points)</p> <p>Automated tests may be deactivated, at any time, by end-users participating the crowdsourcing measurements (1 point)</p>	3	
<p>vii) Number of Operating Systems (available and used in the Republic of Mauritius) that will support the Application Software.</p> <p>The bidder with the highest number will score the highest mark and others will be based on a pro rata basis.</p>	3	
<p>viii) The App proposed by the bidder appears simple and easy to use:</p> <ol style="list-style-type: none"> 1. to run the QoS/QoE tests (2 points) 2. interpret the test results (2 points) 3. compare results (2 points) 	6	
<p>ix) Average time taken for platform to complete full series of QoS/QoE tests.</p> <p>The bidder with the lowest time will score the highest mark and others will be based on a pro rata basis.</p>	3	
<p>x) Data consumed by series of QoS/QoE tests.</p> <p>The bidder with the smallest amount of</p>	3	

data consumed will score the highest mark and others will be based on a pro rata basis.		
xi) Bidder has successfully demonstrated how its platform cater for any external factors associated with end-user's home environment/ device which may affect measurements.	3	
xii) Bidder has successfully demonstrated how it will cater for any risk of abusive or fraudulent tests by users and traffic prioritisation by the ISP, to ensure the reliability of results.	3	
xiii) Bidder's platform provides value addition in terms of solution to motivate and maintain a crowd for measurements.	3	
xiv) Bidder's proposal allows for dedicated measurements as per requirement of section 3.1.2 for: 1. Fixed broadband (1 point), 2. Mobile broadband (1 point)	2	
xv) The platform allows generation of user-friendly reports which can be published by ICTA in the form of maps, graphs, tables, figures for easy interpretation by users.	3	
xvi) The platform features in terms of availability, confidentiality, and security.	3	
xvii) Bidder has demonstrated how a reliable Support Service will be provided. (Section 3.6)	1	

TOTAL	60 points	
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6.2. Financial Evaluation Criteria (40 Points)

The financial evaluation shall be based on 40 points, the lowest quote scoring the highest marks.

6.3. Evaluation and Comparison of Bids

Bids will be evaluated and compared based on instructions set out at Section I. Instructions to Bidders, sub-section E. Bid Opening and Evaluation, Item 30. Evaluation and comparison of bids at page 20 of this bidding document.

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) (Ref: NCS/RFQ-GCC14/11-21) for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below.

Section VII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>Not Applicable for this contract</i>
1.1(d)	The contract name is: Design, installation, and implementation, of a crowdsourcing-based Quality of Service (QoS) measurement platform for broadband internet services
1.1(g)	The Employer is Information & Communication Technologies Authority, Mauritius
1.1(l)	The Member in Charge is <i>[name of Member Leader of the Joint Venture].</i> Not Applicable
1.1(o)	The Service Provider is <i>[insert name]</i>
1.4	<p>The addresses are:</p> <p>Employer: Information & Communication Technologies Authority</p> <p>Attention: The Executive Director</p> <p>Facsimile: (230) 2119444</p> <p>Email: ctc@icta.mu</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: The Executive Director</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is the <i>date that will be mentioned in the Letter of Acceptance.</i>

2.2.2	The Intended Starting Date for the commencement of Services is: <i>date will be communicated to successful bidder in Letter of Award.</i>
2.3	The Intended Completion Date will be upon completion of the operational phase that is three (3) years after the Final Acceptance date.
3.2.3	Activities prohibited after termination of this Contract are: making use of information gathered from the ICT Authority, data collected during the implementation of the project as well as QoS measurement data obtained from users cannot be used.
3.7(d)	The other actions are: The supplier is not allowed to share any data or information to third parties regarding this project.
3.9	Restrictions on the use of documents prepared by the Service Provider are: All documents shall remain confidential.
3.10.1	The liquidated damages rate is <i>0.05 percent (0.05%) per day.</i> The maximum amount of liquidated damages for the whole contract is <i>5 percent (5%)</i> of the final Contract Price.
3.10.3	The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of performance Penalty/(ies) is <i>(5%) five percent.</i> The Defects Liability Period is <i>a maximum of one month.</i>
5.1	The assistance and exemptions provided to the Service Provider are: <i>ICT Authority will provide logistics facilities such as office space, and other basic facilities that the supplier may require.</i>
6.2(a)	The amount in local currency is: _____
6.2(b)	The amount in foreign currency or currencies is: _____
6.4	Payments shall be made according to the terms set out at Section V, Item 5: Payment Terms available at page 50 of this bidding document.
6.5	Not Applicable
6.6.1	Price adjustment is <i>not to be applied</i> in accordance with Sub-Clause 6.6.
7.1	The principle and modalities of inspection of the Services by the Employer are as per milestones specified in the project plan. The Defects Liability Period is one month.
8.2.3	<i>For larger contracts and contracts that are likely to be awarded to international contractors, If the matter is not settled amicably the dispute</i>

	<i>shall be referred to Arbitration as per the Laws of Mauritius.</i>
8.2.4	<p>The arbitration procedures of the following institutions will be used:</p> <p><i>Arbitration in Mauritius:</i></p> <p><i>Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</i></p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is <i>not applicable.</i></p>

Section VIII. Contract Forms

Table of Forms

Performance Security62

Performance Security

.....*Bank/Insurance company's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Body*.....

Date...

PERFORMANCE GUARANTEE No.:

We have been informed that*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of *name of Contract and brief description of services*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank/Insurance company*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....*day of* , , whichever occurs first. Consequently, any demand for payment under this guarantee 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. (Applicable to overseas contractor only).

.....***Seal of Bank/Insurance company and***

Signature(s).....