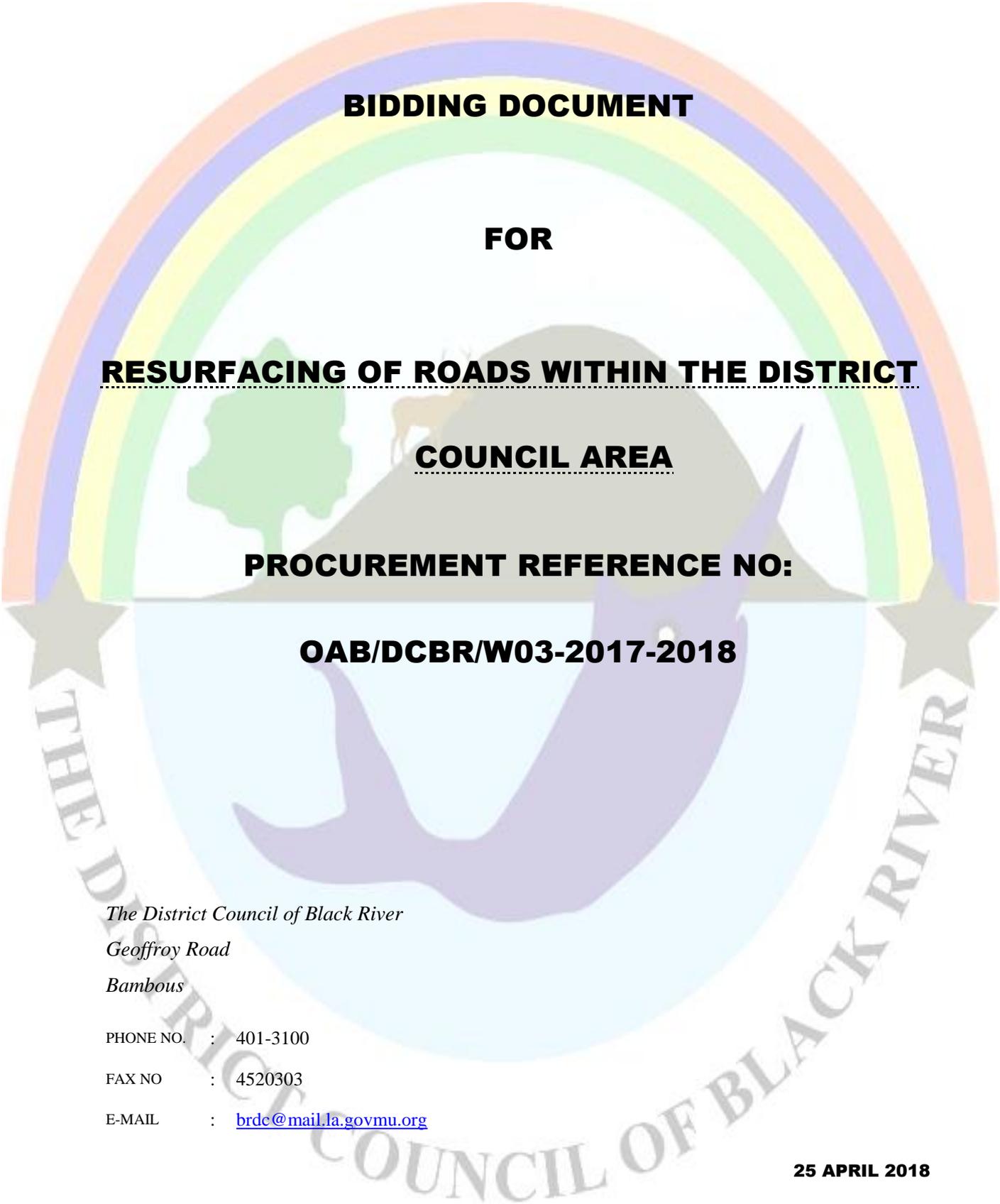

THE DISTRICT COUNCIL OF BLACK RIVER



BIDDING DOCUMENT

FOR

RESURFACING OF ROADS WITHIN THE DISTRICT

COUNCIL AREA

PROCUREMENT REFERENCE NO:

OAB/DCBR/W03-2017-2018

The District Council of Black River

Geoffroy Road

Bambous

PHONE NO. : 401-3100

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25 APRIL 2018

Standard Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Public Body as defined¹ in Section II “Bidding Data Sheet” (**BDS**) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS** and Section VII, “Particular Conditions of Contract” (**PCC**).

The name and identification number of the Contract are **provided in the BDS and the PCC**.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.
 - 1.3 Throughout these bidding documents, the terms:
 - (a) “writing” means any typewritten or printed communication, including e-mail and facsimile transmission,
 - (b) “day” means calendar day, and
 - (c) Singular also means plural.
2. **Source of Fund**
 - 2.1 The Works shall be financed by the Public Body’s own budgetary allocation, **unless otherwise stated in the BDS**.
3. **Challenge and Appeal**
 - 3.1 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
 - 3.2 Addresses to forward Challenges or Application for Review are **specified in the BDS**.
4. **Fraud and Corruption**
 - 4.1 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.
 - 4.2 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

¹ See Section IV, “General Conditions of Contract,” Clause 1. Definitions.

- 4.3 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 obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” 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” 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
- 4.4 The Employer 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 Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority (ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

- 5. Eligible Bidders**
- 5.1 (a) In accordance with CIDB (Registration of Consultant and Contractors) Regulation 2014, Contractors currently operating in the construction industry have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.
- (b) Foreign contractors as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to bidding for this project. If the contract is awarded to the foreign contractor the latter shall have to apply for and obtain a Temporary Registration before starting the project.
- (c) Contractors whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to bidding for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.
- (d) Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors.
- (e) Bidders are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of contractors.
- 5.2 (a) Subject to ITB 5.6, 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.
- (b) Bidder may be natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture.
- (c) 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**:
- (i) the Bid shall include all the information listed in ITB Sub-Clause 6.2 below for each joint venture partner;
- (ii) the Bid shall be signed so as to be legally binding on all partners;
- (iii) 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;

(iv) 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

(v) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.3 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; or

(g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.4 (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 and thereafter shall be disqualified

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

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

- 5.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

6. Qualifications of Bidders

- 6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. If, after opening of bids, it is found that any document is missing, the Employer may request the submission of that document subject to clause 30. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) valid registration certificate with the CIDB;
 - (b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
 - (c) major items of construction equipment proposed to carry out the Contract;
 - (d) qualifications and experience of key site personnel and technical personnel proposed for the contract;
 - (e) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies before the deadline set for submission of bids;
 - (f) evidence of adequacy of cash-flow capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (g) authority to seek references from the Bidder's bankers;
 - (h) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the

parties concerned, the issues involved, the disputed amounts, and awards; and

- (i) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- a) registered with the CIDB under the grade **specified in the BDS.**
 - b) registered with the CIDB under field of specialisation **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/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS;** 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.**²

Pending litigations against the Applicant or any partner of a Joint Venture may result in Disqualification.

B. Contents of Bidding Document

7. Sections of Bidding Document

- 7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

Section I - Instructions to Bidders (ITB)
 Section II- Bidding Data Sheet
 Section III - Bidding Forms
 Section IV - Evaluation Criteria
 Section V - Employer's Requirements
 Section VI – General Conditions of Contract
 Section VII- Particular Conditions of Contract
 Section VIII - Contract Forms

- 7.2 The Invitation for Bids issued by the Employer is not part of

² Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Government shall pay the Contractor's monthly certificates.

the Bidding Document.

- 8. Clarification of Bidding Document** 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.

The Employer will respond in writing to any request for clarification, provided that such request is received 15 days prior to the deadline for submission of bids.

Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.

- 9. Site visit/Pre-bid meeting** 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

- 10. Amendment of Bidding Document** At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. Preparation of Bids

- 11. Cost of Bidding** 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

- 12. Language of Bid** 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.

- 13. Documents Comprising the Bid** 13.1 The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section III);

- (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
 - (c) Technical Proposal as per ITB 18.1;
 - (d) completed Bill of Quantities / Activity Schedule;
 - (e) Bid Security as per the format provided in section III or as a subscription to a Bid Securing Declaration in the Bid Submission Form; and
 - (f) any other material required to be completed and submitted by bidders, as specified in ITB **and the BDS**.
- 14. Bid Submission Form and Schedules** 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.
- 15. Alternative Proposal** 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section IV.
- 16. Bid Prices and Discounts**
- 16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities³ submitted by the Bidder.
- 16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.⁴ Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.⁵
- 16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.
- The discount if any and the conditions of its application shall be indicated separately.
- 17. Currencies of Bid and Payment** 17.1 The bid price and rates shall be in Mauritian Rupees and fixed for the duration of the contract unless otherwise **specified in**

³ In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."

⁴ In lump sum contracts, delete "described in the Bill of Quantities" and replace with "described in the drawings and specifications and listed in the Activity Schedule."

⁵ In lump sum contracts, delete "rates, prices, and."

the BDS.

- 17.2 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 18. Documents Comprising the Technical Proposal**
- 18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section III), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for a period of 90 days after the bid submission deadline prescribed by the Employer unless otherwise **specified in the BDS**.
- 19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
- 20. Bid Security/Bid Securing Declaration**
- 20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so **required in the BDS**.
- 20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section III and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.
- 20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.
- 20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.
- 21. Format and Signing of Bid**
- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit **two copies** of the bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly

authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as indicated in ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

23. Deadline for Submission of Bids

23.1 Bids shall be delivered to the Employer at the address and no later than the time and date **specified in the BDS**.

The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.

24. Late Bids

24.1 Late bids shall not be considered. They will be returned unopened

25. Withdrawal, Substitution, and Modification of Bids

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

26. Bid Opening

26.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.

26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate,

will be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

- 27. Confidentiality** 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 29. Determination of Responsiveness** 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section IV (Employer's Requirements) have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions** 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**32. Margin of
Preference**

32.1 **Unless otherwise specified in the BDS**, Margin of preference shall not apply.

**33. Evaluation of
Bids**

33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

33.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and
- (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section IV, and Margin of Preference, if applicable.

33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section IV (Evaluation and Qualification Criteria).

33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item

in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

- 34. Comparison of Bids** 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.
- 35. Qualification of the Bidder** 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.
- 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 38. Notification of Award** 38.1 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. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. 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 identifying the bid and lot numbers and the following information:

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

awarded; and

(ii) an executive summary of the Bid Evaluation Report.

38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39. Signing of Contract

39.1 Promptly upon issue of Letter of Acceptance, the Employer shall send to the successful Bidder the Contract Agreement.

39.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

40. Performance Security

40.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Preference Security

40.3 The successful bidder having benefitted from a Margin of Preference shall provide a Preference Security, **as specified in the BDS**. The amount for the Preference Security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract, if the said Margin of Preference was not applicable

41. Advance Payment and Security

41.1 The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.

42. Plant and Materials on site

42.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.

43. Debriefing

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

SECTION II- BIDDING DATA SHEET

A. General	
ITB 1.1	<p>The Public Body is: <u>The District Council of Black River</u></p> <p>The Works are: <u>Resurfacing of Roads</u></p> <p>The name and identification of the Contract are:</p> <p style="text-align: center;"><u>OAB/DCBR/W03/2017-2018</u></p> <p>The Project is: <u>Resurfacing of Roads within the District Council Area</u></p>
ITB 1.2	<p>The Intended Completion period is: <u>within two weeks as from issue of works order in financial year ending 30 June 2018 for Item 1 and within 3 weeks as from issue of works order in financial year ending 30 June 2019 for Item 2.</u></p>
ITB 2.1	<p>The Funding Agency is: <u>The Ministry of Local Government</u></p>
ITB 3.2	<p>(a) The address to file Challenges in respect of this procurement is: <u>The Chief Executive, District Council of Black River, Geoffroy Road, Bambous</u></p> <p>(b) The address to file Application for Review is:</p> <p style="text-align: center;">The Chairman Independent Review Panel, 9th Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : 2013921</p>
ITB 5.4	<p>The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office: ppo.govmu.org</p>
ITB 6.2	<p>The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: <u>None</u></p>
ITB 6.2 (c)	<p>Contractors should have at least five years of experience in Civil Engineering</p>
ITB 6.2 (g)	<p>The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.</p>
ITB 6.4 (a)	<p>The Contractor must either:</p> <p>Have a minimum average annual financial amount of construction of Rs 8.5 Million over the last 5 years.</p> <p><i>(The minimum average annual financial amount should be 75% of the amount payable to the contractor in the first twelve months of the contract period or 75% of the estimated</i></p>

	<p><i>contract price where the construction period is less than twelve months)</i></p> <p style="text-align: center;">or</p> <p>Have a valid registration <u>not below grade F</u> with the CIDB</p>
ITB 6.4 (b)	<p>(A1) The Contractor shall demonstrate that it is registered with the CIDB with specialization in the following area(s): <u>Civil engineering construction works</u></p> <p>(A2) The Contractor shall also demonstrate that it meets experience as prime contractor in the construction of a minimum of 2 works of a nature and complexity equivalent to the works over a period of 5 years.</p> <p>In case the areas of specialization defined by CIDB do not cover the particular work, the second option (A2) shall be set mandatory.</p>
ITB 6.4 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: <u>asphalt plant, paver, roller, lorries, skid steer loader and any other equipment required for the proper execution of the contract.</u>
ITB 6.4 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: <u>Rs 5 Million</u>
B. Bidding Documents	
ITB 8.1	The Public Body's address for clarification is: <u>The Chief Executive, District Council of Black River, Geoffroy Road, Bambous</u>
ITB 9.2	A pre-bid meeting has been scheduled for: <u>10 MAY 2018 at 10.00 a.m at the District Council of Black River.</u>
C. Preparation of Bids	
ITB 13.1 (f)	Any additional materials required to be completed and submitted by the Bidders are: <u>None</u>
ITB 17.1	<p>The Contract [<i>specify "is" or "is not"</i>] subject to price adjustment in accordance with GCC Clause 44.</p> <p><i>[Note: (a) Price adjustment may be considered for completion time exceeding 12 months.]</i></p> <p style="text-align: center;">NOT APPLICABLE</p> <p><i>(b) Public Body may allow for adjustment with respect to foreign exchange depending on the nature of Works and incidence of the installation of plant and machinery for the project. In such cases the Bidder should refer to the provisions in the General Conditions of Contract for such adjustments and that they should indicate the portion of the contract price which is subject to adjustment, the currency and their base rates to qualify for these adjustments.]</i></p> <p style="text-align: center;">NOT APPLICABLE</p>

ITB 17.2	Interim Payment for Plant and Material on site is not applicable.
ITB 19.1	The Bid shall be valid for 90 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	<p>Bid Security</p> <p>Bid shall be accompanied by Bid security in an amount of Rs 150,000</p> <p><i>Bid security shall be valid up to 30 days beyond the validity period set for the bid. The closing date for submission of bids shall be considered as day one</i></p>
D. Submission of Bids	
ITB 23.1	The deadline for submission of bids shall be <u>28 MAY 2018 at 12h00</u>
	<p>The Employer's address for the purpose of Bid submission is</p> <p>Attention: <u>The Chief Executive</u></p> <p>Address: <u>The District Council of Black River, Geoffroy Road, Bambous</u></p>
E. Evaluation and Comparison of Bids	
ITB 26.1	<p>The bid opening shall take place at: <u>The Council Room of the District Council of Black River, Geoffroy Road, Bambous</u></p> <p>Date: <u>28 MAY 2018</u> Time: 13h00</p>
ITB 32	<p>32.1 A Margin of Preference shall apply as defined hereunder and in Section IV-Evaluation Criteria.</p> <p>The following procedure shall be used to apply the Margin of Preference:</p> <p>(a) responsive bids shall be classified into the following groups:</p> <ul style="list-style-type: none"> • Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference , and • Group B: all other bids; <p>(b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.</p> <p>32.2 Bidders applying for the Margin of Preference shall submit, as part of their bidding documents evidence of:</p> <p>(a) their incorporation in the Republic of Mauritius;</p>

	<p>(b) their Joint Venture Agreement or intention to legally enter into a Joint Venture Agreement to be incorporated in the Republic of Mauritius, where applicable;</p> <p>(c) the percentage of the total man-days to be deployed by local manpower with break-down indicating type of works to be entrusted to the local manpower.</p> <p>(d) A financial statement signed by a certified Accountant vouching that the annual turn-over of the local Small and Medium enterprise (where applicable) does not exceed Rs 50M.</p>
F. Award of Contract	
ITB 40.1	The Standard Form of Performance Security acceptable to the Public Body shall be “a Bank Guarantee”. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT.
ITB 40.3	<p>For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee at the selected bidder’s option.</p> <p>For contract above Rs 100M, the preference security in the form of a bank guarantee issued from a local commercial bank shall be submitted at the time of contract award failing which the award of contract may be annulled.</p>
ITB 41	<p>The Advance Payments shall be limited to 15% of the Contract Price less the provision for contingencies sum.</p> <p style="text-align: center;">NOT APPLICABLE</p>
ITB 42.1	Interim Payment for Plant and Material on site is not applicable.

Section III - Bidding Forms

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THE DISTRICT COUNCIL OF BLACK RIVER
BID SUBMISSION FORM
RESURFACING OF ROADS WITHIN THE DISTRICT
COUNCIL AREA

Date:

Procurement Reference No: OAB/DCBR/W03/2017-2018

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 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
 _____ ;
- (c) The rate (inclusive of VAT) of our Bid after discounts, if any, for resurfacing of roads per square meter, offered in item (d) below is:
 _____ ;
 _____ ;
- (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 19.1.] 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) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;

- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) 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;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁶
- (l) We hereby “*apply/do not apply*” for Margin of Preference as provided in the bidding document;⁷
- (m) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
 - i. We shall not, directly or through any other person or firm, offer, promise or give to any of the 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.

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

⁶ Use one of the two options as appropriate.

⁷ Strike out as appropriate

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

Appendix to Bid Submission Form

BID SECURING DECLARATION

By subscribing to the undertaking in respect of paragraph (f) of the Bid Submission form:

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

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

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

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

QUALIFICATION INFORMATION

*[The information to be filled in by **bidders** in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 6. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]*

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration:

Principal place of business:

Registration certificate from the CIDB: *[attach copy]*

Evidence of signatory authorized to sign the bid (if applicable):
[attach]

1.2 Where the specialization category for which the Bidder is required to be registered does not cover adequately the specialization required for the works Bidder shall provide **two** works of a nature and amount similar to the Works performed as prime Contractor over the last **three** years. *[Also list details of work under way or committed, including expected completion date(s).]*

Project/Contract name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency)
(a)			
(b)			

1.3 Major items of Contractor's Equipment proposed for carrying out the Works. *[List all information requested below. Refer also to ITB Sub-Clause 6.3 (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)			

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 6.3 (d).]*

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

1.5 Proposed subcontracts and firms involved. Refer to General Conditions of Contract Clause 7.

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

[Bidders have to ascertain that sub-contractors executing works of amount Rs 500 000 are duly registered with the CIDB in accordance with CIDB (Registration of Consultant) Regulation 2014.]

1.6 Financial reports for the last **three** years: Financial Statements, Audited Accounts, etc. *[List below and attach copies.]*⁸

1.7 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.

1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Public Body.

1.9 Information on current litigation(s) in which the Bidder is involved.

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

1.10 Statement of compliance with the requirements of ITB Sub-Clause 5.4 (e).

1.11 Proposed program (service work and schedule). Description, drawings and charts, as necessary, to comply with the requirement of the bidding documents.

2. Joint Ventures 2.1 The information listed in 1.1 - 1.9 above shall be provided for each partner of the joint venture.

⁹ *In lump sum contracts, the "Bill of Quantities" is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a "Schedule of Activities."*

- 2.2 The information in 1.11 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 requested in the Bidding Document.

BILL OF QUANTITIES⁹

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Dayworks Schedule

A Dayworks Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Public Body of the realism of rates quoted by the bidders, the Dayworks Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of day work, to be priced by each Bidder at day work rates as Bid. The rate to be entered by the Bidder against each basic day work item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Particular Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Employer's Representative).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to GCC Clause 8) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief

⁹ *In lump sum contracts, the "Bill of Quantities" is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a "Schedule of Activities."*

description. A separate procurement procedure is normally carried out by the Public Body to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Public Body or the person drafting the Bidding Documents. They should not be included in the final Documents.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

OAB/DCBR/W03/2017-18

FINANCIAL SCHEDULES FOR RESURFACING OF ROADS WITHIN THE DISTRICT COUNCIL AREA

Item no.	Description of Works	Approximate Dimension	Unit of Measure	Rate Excluding VAT (RS)	VAT (Rs)	Rate Including VAT (RS)	TOTAL PRICE Including VAT (RS)
1	Resurfacing of roads to be completed in financial year ending 30 June 2018 ,within two weeks as from issue of works order.	20,000	m ²				
2	Resurfacing of roads to be completed in financial year ending 30 June 2019, within 3 weeks upon issue of works order	8,180	m ²				

Name of Bidder _____

Signature of Bidder _____

Date: _____

FORM OF BID SECURITY (BANK GUARANTEE)

.....*Bank'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* 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*Public Body to insert date*.....

.....Bank's seal and authorized
signature(s).....

SECTION IV - EVALUATION CRITERIA

This section contains supplementary criteria that the Employer shall use to evaluate bids.

1. Evaluation

In addition to the criteria listed in ITB 33 the following criteria shall apply:

(a) Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements).

(b) Multiple Contracts

Pursuant sub-clause 1.1 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

(c) Completion Time

An alternative Completion Time, if permitted under ITB 15.1, will be evaluated as follows:

(d) Technical Alternatives

Technical alternatives, if permitted under ITB 15.1, will be evaluated as follows:

(e) Margin of Preference

A Margin of Preference for employment of local manpower shall be applicable as follows:

1.1 For International Bidding

A bidder, incorporated in the Republic of Mauritius and employing local manpower for 80 % or more of the total man-days deployed for the execution of a Works contract, shall be eligible for a preference of 15 %.

1.2 For National Bidding

- (i) A local Small and Medium Enterprise, having an annual turnover not exceeding Rs 50 million or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs 50 million and employing local manpower for 80 % or more of the total man-days deployed for the execution of a Works contract, shall be eligible for a Margin of Preference of 20 %.

- (ii) Any bidder incorporated in the Republic of Mauritius not satisfying all the conditions mentioned in (a) above but employing local manpower for 80 % or more of the total man-days deployed for the execution of a Works contract, shall be eligible for a Margin of Preference of 10 %.

Note: Local manpower shall mean employees on the payroll of the Contractor as well as those for subcontractors executing works on the site.

PART 2 – EMPLOYER’S REQUIREMENTS

SECTION V - EMPLOYER'S REQUIREMENTS

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1. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

(A) Schedule of Works

SN	Description of Works	Dimensions
1	Resurfacing of roads to be completed in financial year ending 30 June 2018 ,within two weeks as from issue of works order.	20,000 m ²
2	Resurfacing of roads to be completed in financial year ending 30 June 2019, within 3 weeks upon issue of works order.	8,180 m ²

NOTE: The above dimensions are indicative only

(B) Resurfacing of Roads and Lanes

- (1) Preparation, sweeping, cutting back and scarifying damaged surface to square or rectangular shape and carting away at approved site.
- (2) Spraying tack coat at the rate of 0.6 l/m² of cutback bitumen.
- (3) Reshaping with asphaltic concrete base course where required.
- (4) Supply, lay, compact and level asphaltic concrete layer 40mm thick to lines and levels for any width including narrow surfaces and other areas by hand and trimming of the edges.

2 SPECIFICATION FOR ROADS IN ASPHALTIC CONCRETE

2.1 Asphaltic Concrete

The different types of bitumen shall conform to the following specifications:-

- | | | |
|-----|----------------------|----------------------|
| (a) | Straight Run Bitumen | ADTM D946 |
| (b) | Cut-Back Bitumen | ASTM D2027 and D2028 |
| (c) | Bitumen Emulsion | BS 434 |

Any bitumen or bitumen emulsion delivered in leaking containers or deteriorated in the containers will be rejected.

During the course of Contract, the Contractor shall, at his own expense, satisfy the Engineer from time to time that the bitumen and bitumen products being used are in accordance with these specifications. Any laboratory testing that he arranges to satisfy this clause, shall be carried jointly in an approved laboratory at no extra cost to the Employer.

2.2 Prime Coat

The surface of the road base shall, if required by the Engineer, be brushed completely free from all loose particles and surplus fines by mechanical brooms or other approved means. The surface to be exposed as a closely knit, compact mosaic of stone and any foreign material shall be removed well clear of the edges.

The surface shall be sealed with a prime coat of MC 30 cutback bitumen applied at a rate of approximately 1litre/sq.m where bituminous concrete is to be laid. Note that the rate of application may be varied by the Engineer and only the actual quantity shall be paid for.

The rate and number of applications shall be such that the prime coat penetrates at least 15mm into the base course and dries to a uniform mat surface in 24 hours. The area to be primed shall extend 150mm outside the area to be covered by the bituminous concrete. In areas where the base surface is too closely knit it may be slightly moistened by a mechanical sprinkle.

During the spraying of binder, all road furniture, culvert head walls, kerbs and the like which are liable to be discoloured by splashing of bitumen shall be cleaned off with a suitable solvent or made good. Any areas insufficiently covered shall be resprayed by spray lance to the satisfaction of the Engineer. "Where the prime coat does not completely penetrate into the base, the excess should be blotted with sand or single sized aggregate 4/6. The prime coat shall be completely cured before spreading asphalt concrete or placing surface treatment.

The prime coat may only be applied after the Engineer has approved surface preparation, the finished surface of the road base course shall not be primed before 24 hours after the final compaction, but shall be primed within 1 day unless the Engineer instructs to the contrary. The bituminous base course and bituminous.

Stone Sub Base and Road Base Material Aggregates for Graded Crushed Stone Subbase and Road Base

The aggregate shall consist of crushed stone which is tough and durable, roughly cubical in shape and free from excess of flat and/or elongated, particles of clay, top soil or other deleterious matter and shall be to the approval of the Engineer.

The subbase and road base shall conform to the grading requirements given in the following tables:

(i) Aggregates for Graded Crushed Stone Subbase (0/31.5)

The grading of crushed basalt for subbase shall be within the following Limits:-

Nominal size of the (mm)	Percentage of weight passing
50	100
31.5	92-100

20	7891
10	56-76
6	42-64
4	36-55
2	25-42
1	1730
0.5	10-21
0.08	3-8

The Los-Angeles value shall not exceed 32:

The Sand equivalent value shall be more than 50

(ii) Aggregates for Graded Crushed Stone Road Base (0/20)

The grading of crushed basalt for road base (as Items 13(a) to (d)) shall be within the following limits:-

Nominal size the sieve (mm)	Percentage of weight passing
31.5	100
20	90-100
10	60-80
6	45-64
4	36-54
2	25-40
1	17-29
0.5	12-21
0.08	5-8

The Los-Angeles Value shall not exceed 30 The Sand Equivalent Value shall be more than 60 The Flakiness index shall not exceed 40% All the material shall be non-plastic concrete road base shall not be laid less than 24 hours after the completion of the prime coat

2.3 Tack Coat

A tack coat shall be applied between the road base and bitumen base/wearing courses and the base course and wearing course or in the case of resurfacing works between the existing road surface and the reshaping course and between the reshaping course and the wearing course.

A new tack coat may also be ordered by the Engineer at the Contractor's expense if the coated surface becomes contaminated by the action of traffic or weathering.

The surface of the length to be applied shall first be swept clean of all loose particles and dust with a mechanical broom immediately prior to the application of the tack coat which shall comprise either R.C 70 or rapid setting, bituminous emulsion applied at the rate of 0.6 litre/sq.m.

2.4 Reshaping

Before carrying out the resurfacing of any existing roads, reshaping using an open grade bituminous concrete to correct ruts, corrugations, grades and other defects may be required to be carried out as directed by the Engineer.

2.5 Aggregates for Asphalt Concrete Coarse Aggregates

Aggregates for bituminous materials (wearing course and base course shall be obtained from an approved source of homogeneous stone, free from harmful material and shall consist of crushed rock of 37.5mm minimum size prior to crushing.

The aggregates shall be obtained by mixing 3 classes D/d of materials defined for each class from the maximum particle size D(mm) and minimum particle size d(mm).

Dimensions D and d will be chosen in the following series of sieve sizes: 2-6.3-10-14-20-25.

Before the works commence, the Contractor shall submit to the Engineer's approval, the grading curve of reference for each class of material.

The grading curve shall satisfy the following requirements:-

- (i) percentage by weight of material retained by sieve D mm shall not be more than 10%;
- (ii) all material shall pass sieve 1.25 D mm;
- (iii) percentage by weight of material passing by sieve dmm shall not be more than 10%; and
- (iv) all material shall be retained by sieve 0.63 d mm.

Percentage by weight of material passing sieve (D+d) divided by two mm shall be within the range 33 - 67%.

The total variations by percentage, around the grading curve of reference for each class of material such as proposed by the Contractor at the commencement of works shall not exceed the following values:-

For Pavement Course (wearing course and base course)

Normal size of sieve (mm)	Percentage by weight passing	
	Wearing Course	Base Course
25	-	-
20	-	-
16	-	100
12.5	100	90-100
10	94-100	80-90
5	51-63	51-63
2	32-42	32-42
0.6	16-23	16-23
0.08	7-9	7-9

The Los Angeles value shall not exceed 25 for pavements.

The Sand Equivalent Value measured on 0/2 portion shall be more than 50.

The Flakiness Index shall not exceed 25 for pavements.
Coral sand shall not be used.

The loss after 5 cycles of the Sodium Sulphate Soundness test shall be less than 12%.

Clean, cubical, hard and moderately sharp, crushed sand free from clay, loam, organic matter or any injurious material may be used with the approval of the Engineer to replace all or part of the aggregate smaller than 2.35mm B.S test sieve.

Rounded sands may be permitted to replace up to half the aggregate smaller than 2.36mm with the approval of the Engineer.

2.6 Filler

The filler for asphalt concrete shall be defined as the material passing the 75 micron B.S sieve. For bituminous base course the filler may comprise either rock, dust or a combination of rock dust and mineral filler. For bituminous wearing course the rock dust filler shall not exceed two percent by mass of the total aggregate including filler. The remainder of the filler shall be mineral filler.

The proportion of rock, dust and mineral filler in the filler shall not be varied without the consent of the Engineer once the design mix has been approved.

23.7 Mineral Filler

Mineral filler for bituminous concrete shall be rock dust or ordinary Portland Cement to BS 812. At least 75% by mass shall pass the 75 micron B.S test sieve and the bulk density in toluene shall not be less than 0.5 g/ml and not more than 9-0.9 g/ml as measured in accordance with BS 812.

2.8 Bituminous Binder

The bitumen binder for bituminous concrete shall be straight run bitumen penetration grade 60/70. The bitumen for the different penetration grades, when tested in accordance with BS 598, AASHTO T 164 or ASTM D2172 method, shall confirm to the following requirements:-

	Penetration Grade		
	80/100	60/70	40-50
Penetration at 25°C, 100g, 5 sec (0.1mm) (BS 2000: Part 49, ASTM D5, AASHTO T 49)	1-1.07	1-1.1	1-1.1
Specific gravity at 25°C (BS 598: Part 104) Softening Point Ring and Ball °C	41-51	43-56	47-60
(BS 2000: Part 58, ASTM D2398, AASHTO T53) Solubility in Carbon tetrachloride	>99.5	>99.5	>99.5
Flash Point (Open cup) °C (BS 4689, ASTM D92) Wax Content %	>230	>230	>250
Ductility at 25°C mm	<4.5	<4.5	<4.5
(ASTM D113, AASHTO T51) Loss on heating 163°C, 5 hrs	>1000	>800	>600
(i) %Loss	>70	>70	>70
(ii) Retained penetration	<2	<1	<1

2.9 Absorption Aggregates

Where aggregates have a water absorption in excess of 1% as measured in accordance with BS 812 or ASTM C127, some absorption of bitumen will occur that will affect the voids in the mix. In this case the voids in the mix and voids filled with bitumen are to be calculated using the specific gravity of the coated uncompacted mix determined in accordance with STM D2041.

2.10 Mix Requirements

The working mixes for the base and wearing courses shall comply with the following requirements from the Marshall Stability test ASTM D1 559

	Base Course / Reshaping	Wearing Course
Marshall Stability at 60°C (kg)	800	1100
Flow (mm)	2-4	2-4
Voids in mixed Aggregates (%)	14-18	16-20
Voids in total mix (%)	3-8	3-5
Voids filled with Bitumen (%)	67-77	70-80

2.11 Preparation of Design Mix

At least two months prior to commencing work on each asphalt concrete layer and whenever changes occur in the nature or source of the bituminous concrete mix constituents, the Contractor shall submit to the Engineer full details of his proposed aggregates grading and bitumen content together with details of the Marshall mix design showing compliance with all of the above mix requirements.

The Engineer will then either approve in writing or order changes to the submitted laboratory design mix. The approved laboratory design mix shall be confirmed by full-scale plant trials using the full range of bitumen contents. The approved plant trial mix shall be termed the Job Standard Mix.

2.12 Working Mix

When the Job Standard Mix is approved by the Engineer, the Contractor shall maintain the composition of the working mix within the following tolerances from the Job Standard Mix;

- (i) Bituminous Binder: Design mix + 0.1 to -0.2% by mass of total mix;
- (ii) Aggregate retained on 5mm B.S Sieve: Design mix \pm 4% by mass of total mix;
- (iii) Aggregate passing 5mm B.S Sieve but retained on 75 micron B.S Sieve: Design mix \pm 3% by mass of total mix;
- (iv) Aggregate passing 75 micron B.S Sieve: Design mix \pm 1.5% by mass of total mix.

The bituminous concrete shall be checked periodically when ordered by the Engineer and shall comply with the above specified requirements.

2.13 Mixing and Laying

Bituminous concrete shall be prepared in a central mixing plant conforming to the requirements of ASTM designation D995. The mixing time shall not be less than that recommended by the plant manufacturer, or such longer time as may be required to ensure adequate coating of aggregate and uniform distribution of the bitumen through the mix. The mixing time is to be approved by the Engineer.

The plant shall not be operated at a higher speed than the manufacturer's rated capacity. The plant shall be such that the mineral filler shall be kept dry and be separately into the mixer if required by the Engineer. All aggregates on leaving the drier shall have a moisture content of less than 1% by mass.

The temperature of the bitumen shall be such that its kinematic viscosity is in the range of 150 to 300 centistokes as it enters the mixer. -At no time shall bitumen be heated in excess of 180°C and any that is so heated shall be removed from site at the Contractor's expense. The temperature of the aggregates, excluding the filler which shall not be heated before entering the mixer, shall on entering the mixer be within the same range as for the bitumen but at no time shall its temperature vary by more than 15°C from that of the bitumen. The asphalt base and wearing course shall be constructed in the layers of thickness shown on the drawings.

The mixture shall be laid by an approved mechanical paver and the temperatures of the mix at the time of the laying shall be between 120°C and 160°C. The pour shall at all times be adjusted and operated to eliminate segregation of the mix and to provide an even flow of mix across the full width of screed. The vibrating tamper or screed of the paver is to be arranged to apply the same degree of compaction across the full width of paving.

The speed of the paver and rate of supply of mix shall be matched so as to avoid stopping the paver between successive loads. The paver shall be operated to move up to the trucks transporting the mix which shall either be stationary or moving in the same direction as the paver at the time of contract. When laying bituminous concrete on gradients steeper than 4% the paver shall be operated in an up-hill direction.

2.14 Compaction

The mix shall be rolled immediately after laying and before its temperature has fallen below 120°C. The mix shall be given an initial pass of a light tandem roller and then rolling shall continue with pneumatic rollers. Such rolling shall be continued only for so long as it is effective and does not have any detrimental effect. The above minimum rolling temperature may be lowered at the discretion of the Engineer.

Roiling of the surface shall be continued until all roller marks are eliminated and a density has been obtained at least 95% of the density achieved on laboratory samples made from the plant mix used for the layer concerned and conforming to the design formula approved by the Engineer. The wearing course shall be given a finishing roll with a 12 tons three wheeled steel roller. Care shall be taken in the selection and use of roller so as not to overcompact the layers.

2.15 Trial Area

The Contractor shall, if instructed, arrange for a trial area of bituminous concrete to be laid in an area to the required thickness using the plant and methods to be used for the permanent surfacing. This shall be to the full width normally produced by the plant and not less than 50 metres long. Samples shall be taken and tested in accordance with the Specification from a representative part of the road base, base course, and surfacing where directed by the Engineer.

In case the trial lay fails to meet the design standards, the mix and/or workmanship shall be adjusted and new trial lays repeated until a satisfactory and specification complying layer is achieved, all to the expense of the Contractor.

A trial area may be laid as part of the permanent work at the Contractor's risk. In that case any layer proved by tests to be defective shall be removed by the Contractor at his own cost. The Contractor shall allow for the cost of-complying with the above in his tender.

2.16 Joints

Transverse joints in the wearing course shall be offset at least 1m from those in the base course. Longitudinal joints shall be offset at least 150mm. At transverse joints between existing compacted surfacing and newly laid surfacing the edge of the existing surfacing along the joint shall be neatly cut away in straight lines over a sufficient width to ensure that the full specified thickness of new surfacing is placed.

The exposed edge in the existing work shall, if directed, be painted with hot bitumen immediately in advance of placing the new work. Where the bituminous layers are laid in half widths, the longitudinal joints between them shall, if directed, be treated similarly to the transverse joints.

2.17 Tolerances

The compacted thickness and half-width of each layer of asphalt concrete shall not be less than that specified. For bituminous base courses the finished surface shall be checked with a 4.0m long straight edge and there shall be no gaps between the asphalt base surface and the straight edge exceeding 8mm.

For wearing course, the final surface shall be a uniform texture and shall be checked with a 4.0m long straight edge and there shall be no gap between the finished surface and the straight edge exceeding 4 mm. The surface level of the pavement at any point shall not deviate vertically from the true finished road surface as calculated from the vertical

profile and cross falls, shown on the drawings or as directed by the Engineer, by more than $\pm 6\text{mm}$.

2.18 Weather Limitations

Bituminous pavement materials shall not be mixed when the moisture content of the aggregate is such as to interfere with the uniformity of the mixing temperature or with continuous plant operations, it shall not be laid when the underlying layer is damp or dusty.

2.19 Defects

Any defects in the bituminous work caused by faulty workmanship or materials shall be corrected and made good at the Contractor's own expense. Care shall be taken when starting and stopping the paver to prevent the formation of humps and depressions. Any material that becomes contaminated with foreign bodies or is in any way defective shall be removed and replaced with fresh material and compacted as specified.

For a wearing course where the surface levels of the newly laid bituminous concrete fall outside the tolerances specified, the entire thickness of the wearing course shall be considered defective and shall be trimmed off and removed and fresh layer relaid in accordance with the specification, all at the Contractor's own cost. Skin patching of an area that has been rolled will not be permitted.

2.20 Transportation

The bituminous materials shall be transported from the mixing plant to the spreader in tripper trucks having tight, clean, smooth beds and sides which have been treated to prevent adhesion of the mixture to the truck bodies. A thin film of soap water or approved lubricating oil may be used to prevent adhesion but gasoline, kerosene or other solvents shall not be used for this purpose.

Deliveries shall be made so that spreading can be completed during daylight hours unless otherwise approved by the Engineer and appropriate and sufficient artificial lighting is provided. Hauling over freshly laid material will not be permitted.

2.21 Protection

After final rolling no vehicular traffic of any kind shall be permitted on the surfacing for at least 24 hours or such longer times as may be ordered by the Engineer. No rollers or other plant shall be left standing on completed work.

2.22 Carriageway

The Contractor shall obtain confirmation and approval from the Engineer of the type of material to be used, the thickness to be provided on each road, and the terminal points, before any material is laid.

Tests and Frequency of Testing

The table below indicates standard tests that will be required to be taken on the roadworks during construction and after completion. Other tests may be required as and when instructed by the Engineer:

TABLE 3.1

TEST No.	REQUIRED TESTS	DESCRIPTION AND LOCATION	FREQUENCY
1	In-situ density test	Asphalt wearing course minimum density of 95% of laboratory samples	At 50m intervals or as determined by Engineer on site
2	Bitumen content	5.5% total mix Bitumen content	At batching plant - certificate of compliance from supplier
3	Asphaltic concrete temperature	Minimum 120 deg C	At point of discharge prior to placing
3	Coring of asphaltic base course	Minimum 150 mm diameter	As determined by Engineer on site
4	Coring of asphaltic wearing course	Minimum 150 mm diameter Minimum 40 mm thick	At 75m intervals (max) or otherwise determined by the Engineer on site. Minimum of 2 Nos if road is <75m long

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office ppo.govmu.org under Ref. No. W/GCC 10/05/14 dated 06 May 2014.

The GCC can be used for both ad measurement contracts and lump sum contracts.

SECTION VII. PARTICULAR CONDITIONS OF CONTRACT

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

These clauses should be read in conjunction with the General Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is <u>The District Council of Black River, Geoffroy Road, Bambous</u>
GCC 1.1 (v)	The Intended Completion Date is as specified in the Schedule of Works in the Employer's Requirements
GCC 1.1 (y)	The Project Manager is:- <u>The Head, Public Infrastructure Department, District Council of Black River</u>
GCC 1.1 (aa)	The Site is located Within the District Council Area and is defined in Location Plans
GCC 1.1 (dd)	"The Start Date shall be <i>the following working day after handing over of site</i> "
GCC 1.1 (hh)	The Works consist of: <u>Resurfacing of Roads</u>
GCC 2.2	Sectional Completions are: NOT APPLICABLE
GCC 2.3(i)	The following documents also form part of the Contract: <u>(i) Contract Agreement, (ii) Letter of Award, and (iii) Specifications</u>
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Mauritius.
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: <div style="margin-left: 40px;"> <p>(a) for the Works, Plant and Materials: <u>Rs 14.1 Million</u></p> <p>(b) for loss or damage to Equipment: <u>Rs 5.0 Million</u></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <u>Rs 5.0 Million</u></p> </div>

	<p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: <u>Rs 2.0 Million</u></p> <p>(ii) of other people: <u>Rs 2.0 Million</u></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable:- <u>Rs 5.0 Million</u></p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	Site Data are: <u>NOT APPLICABLE</u>
GCC 20.1	The Site Possession Date(s) shall be: <u>within seven days from the date of signature of contract</u>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p>“ the competent courts of Mauritius”</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	<p><i>For large contracts with domestic contractor or for contract with foreign contractor:</i></p> <p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall not be finally settled by arbitration in accordance with the Arbitration Laws by an Arbitrator to 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”.</p>

	<i>[In case the public body has opted not to have recourse to Arbitration as per clause GCC 24 insert “ Not Applicable” in here.]</i>
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of signature of contract.
GCC 25.3	The period between Program updates is 15 days. The amount to be withheld for late submission of an updated Program is 25% of the next interim payment
C. Quality Control	
GCC 33.1	The Defects Liability Period is: <u>365 days</u>
GCC 39.7	Interim Payment for Plant and Material on site is not applicable.
D. Cost Control	
GCC 41.1 (l)	<p>Extension of time for completion shall be granted only in the case of exceptionally adverse climatic conditions.</p> <p>The following shall be considered exceptionally adverse climatic conditions:-</p> <p>(i) <i>Rainfall – continuous rainfalls on site causing on interruption exceeding 4 hours or an intensity equal to or exceeding 50mm per 24 hours. Rainfall data are to be obtained from the Mauritius Meteorological Services.</i></p> <p>(ii) <i>Wind – cyclone warning class 3 or 4 prevailing in Mauritius</i></p> <p>Any extension of time granted in relation to adverse weather conditions shall be at no cost to the employer.</p> <p>Before tendering for the works, the contractor shall be deemed to have also examined and ascertained the condition of works, availability of labour and materials, the nature of the site, etc.</p> <p>No claims for extension of time on grounds of non-availability of labour or materials shall be granted.</p>
GCC 43.1	The currency of the Employer’s country is: Mauritian Rupees.

GCC 44.1	<p>The Contract <i>[insert “is” or “is not”]</i> subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients <i>[specify “does” or “does not”]</i> apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent adjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(b) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent adjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be <i>[insert index]</i>.</p> <p>The Index I for the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
GCC 45.1	The proportion of payments retained is: 5%
GCC 46.1	<p>The liquidated damages for the whole of the Works are Rs 5000 per calendar day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the value of the works.</p>
GCC 47.1	The Bonus for the whole of the Works <u>is not applicable under this contract</u>
GCC 48.1	<p>The Advance Payments shall be: 15% of the contract price from the provisional and contingencies sum and shall be paid to the Contractor no later than 30 days from the date of signature of contract.</p>
GCC 49.1	<p>The Performance Security amount is 10% of the contract amount</p> <p>(a) Bank Guarantee: amounting to 10% of contract amount valid up to the issue of the defects liability certificate that is until the issue of the final</p>

	handing over certificate of the contract.
E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is <i>[insert date]</i> . The date by which “as built” drawings are required is <i>[insert date]</i> .
GCC 55.2	The amount to be <i>[insert amount]</i> for filing or produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount in accordance]</i> .
GCC 57.2 (g)	The maximum number of days is:
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <u>20%</u>

Section VIII - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[insert date]* for execution of the
.*[insert name of the contract and identification number, as given in the Appendix to Bid]* .
. for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *(insert name of Public Body)*.

You are requested to furnish the Performance Security within 21 days in accordance with the General Conditions of Contract, using for that purpose of the Performance Security Form included in Section VI (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between [name of the Employer]. (hereinafter “the Employer”), of the one part, and [name of the Contractor]. (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contract]. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Bid
 - (c) the Addenda Nos [insert addenda numbers if any].
 - (d) the Appendix to the General Conditions of Contract
 - (e) the General Conditions of Contract;
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security

.....*Bank'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 Works*(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*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.

.....**Seal of bank and**

Signature(s).....

Sample Form of Preference Security

**Form of Preference Security
(Bank Guarantee)**

To: _____ [*name of
Employer*]
 _____ [*address of
Employer*]

WHEREAS _____ [*name and
addresses of the contractor*] (hereinafter called "the Contractor"), has undertaken in
 pursuance to Contract No. _____ dated _____ to execute
 _____ [*name of Contract and brief Description of
Works*], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the
 Contractor shall furnish you with a Bank Guarantee by a local commercial bank for the
 sum specified therein as security for compliance with his obligation stated in Sub-Clause
 49.2 of the Conditions of Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible
 to you, on behalf of the Contractor, up to a total of _____ [*amount
of Guarantee*]¹⁰, we undertake to pay you, upon your first written demand and without
 your having to substantiate such demand any sum within the limit of
 _____ [*amount of Guarantee*].¹

We hereby waive the necessity of demanding the said debt from the Contractor
 before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms
 of the Contract or of the Works to be performed thereunder or of any of the Contract
 documents which may be made between you and the Contractor shall in anyway release
 us from liability under this guarantee, and we hereby waive notice of any such change,
 addition or modification.

This guarantee is valid until the date of the Completion Certificate.

Signature and Seal of the Guarantor

Name of Bank _____
 Address _____

Date _____

¹⁰ Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

Advance Payment Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[Name and Address of Employer]*

Date:

Advance Payment 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 Works]*. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]*¹. (. *[amount in words]*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]**. (. *[amount in words]*.) 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 under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[Contractor's account number]*. at *[name and address of the Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of ,², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

..... *[Seal of Bank and Signature(s)]*.

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an

extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.