

**THE DISTRICT COUNCIL OF BLACK RIVER**

**BIDDING DOCUMENTS**

Issued on 29.08.18

For

**SUPPLY AND COMMISSIONING OF ONE  
STREET LIGHTING LORRY WITH  
TELESCOPIC AERIAL LIFT AND  
PLATFORM**

**Procurement Reference No:**

**OAB/DCBR/G06/2018-19**

*The District Council of Black River*

*Geoffroy Road*

*Bambous*

PHONE : 401-3100  
NO.  
FAX NO : 4520303  
E-MAIL : [brdc@mail.la.govmu.org](mailto:brdc@mail.la.govmu.org)

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## **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**

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

    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
- 2. Source of Funds**

  - 2.1 Unless otherwise stated in the **BDS**, this procurement shall be financed by the Public Body’s own budgetary allocation.
- 3. Public Entities Related to Bidding Documents and to Challenge and Appeal**

  - 3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Purchaser), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act.)
  - 3.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
  - 3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;

**4. Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (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;<sup>3</sup>
- (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> 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<sup>5</sup> or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser’s investigation into allegations of a

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

<sup>2</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Purchaser’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

<sup>5</sup> “Party” refers to a participant in the procurement process or contract execution.

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

- (bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under sub-clause 4.2 below.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
  - (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : [ppo.govmu.org](http://ppo.govmu.org)
- 4.5 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a

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

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

## **5. Eligible Bidders**

- 5.1 (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- (b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (i) all parties to the JV shall be jointly and severally liable; and
  - (ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 5.2 A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders in common; or
  - (b) receive or have received any direct or indirect subsidy from any of them; or
  - (c) have the same legal representative for purposes of this Bid; or
  - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have

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

- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

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

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

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

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

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

- (i) are legally and financially autonomous;
- (ii) operate under commercial law, and
- (iii) are not a dependent agency of the Purchaser.

- 5.6 Bidders shall provide such evidence of their continued

eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

- 6. Eligible Goods and Related Services**
- 6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.
- 6.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, industrial plants and “related services” which include services such as insurance, installation, training, and initial maintenance.
- 6.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

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

### **PART 1 Bidding Procedures**

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

### **PART 2 Supply Requirements**

- Section V. Schedule of Requirements

### **PART 3 Contract**

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

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

### Bidding Documents.

- 7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 8. Clarification of Bidding Documents** 8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the number of days, **specified in the BDS**, prior to the deadline set for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.
- 9. Amendment of Bidding Documents** 9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

## C. Preparation of Bids

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid** 11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they

are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

**12. Documents  
Comprising  
the Bid**

12.1 The Bid shall comprise the following:

- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
- (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS.**
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted, and
- (h) any other document **required in the BDS.**

**13. Bid  
Submission  
Form and  
Price  
Schedules**

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

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

**14. Alternative  
Bids**

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

**15. Bid Prices**

15.1 The prices and discounts quoted by the Bidder in the Bid

**and  
Discounts**

Submission Form and in the Price Schedules, shall conform to the requirements specified below.

- 15.2 All lots and items must be listed and priced separately in the Price Schedules.
- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.
- 15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- (a) For Goods offered from within Mauritius :
- (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
  - (ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) For Goods offered from outside Mauritius :
- (i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in the Mauritius, as specified in the **BDS**;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**;
  - (iii) the total price for the item.
- (c) For Related Services whenever such Related Services are

specified in the Schedule of Requirements:

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

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

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

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

## 16. Currencies of Bid

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

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

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

## 17. Documents Establishing the Eligibility of

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

**the Bidder**

- 18. Documents Establishing the Eligibility of the Goods and Related Services**
- 18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 19. Documents Establishing the Conformity of the Goods and Related Services**
- 19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 20. Documents Establishing the Qualifications of the Bidder**
- 20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:
- (a) if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in

Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius;

- (b) if **required in the BDS**, in case of a Bidder not doing business within Mauritius, the Bidder is or will be (if awarded the contract) represented by an Agent in Mauritius equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**21. Period of Validity of Bids**

- 21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.
- 21.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**22. Bid Security**

- 22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible

currency, and shall:

- (a) be in the form of a bank guarantee from a reputable overseas bank, or
- (b) be issued by a commercial bank operating in Mauritius.
- (c) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;

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

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

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; or
- (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid

Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 21.2;
- (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44.

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

**23. Format and Signing of Bid**

- 23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 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.
- 23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

**D. Submission and Opening of Bids**

**24. Submission, Sealing and Marking of Bids**

- 24.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
  - (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 Clause 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.
  - (b) Bidders submitting bids electronically shall follow the

electronic bid submission procedures specified in the **BDS**.

- 24.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;
  - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**, and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.
- 24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**25. Deadline for Submission of Bids**

- 25.1 Bids must be received by the Purchaser at the address and not later than the date and time **specified in the BDS**.
- 25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**26. Late Bids**

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

**27. Withdrawal, Substitution, and Modification of Bids**

- 27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or

“MODIFICATION;” and

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

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

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

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

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

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

bids, in accordance with ITB 26.1.

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

### **E. Evaluation and Comparison of Bids**

- 29. Confidentiality** 29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 30. Clarification of Bids** 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.
- 31. Responsiveness of Bids** 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents

without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**32. Nonconformities, Errors, and Omissions**

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

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

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

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

amount in figures shall prevail subject to (a) and (b) above.

- 33. Preliminary Examination of Bids**
- 33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 13.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.
- 34. Examination of Terms and Conditions; Technical Evaluation**
- 34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
- 35. Conversion to Single Currency**
- 35.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS, using the selling exchange rates established by **Central Bank of Mauritius** and on the date **specified in the BDS**.
- 36. Margin of Preference**
- 36.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 37. Evaluation of Bids**
- 37.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 37.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 37. No other

criteria or methodology shall be permitted.

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

- (a) evaluation to be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 15;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.

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

- (i) in the case of Goods offered from within Mauritius, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;
- (ii) in the case of Goods offered from outside Mauritius, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and
- (iii) transport and other costs for the goods to reach its final destination.

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

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

37.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more

than one Bidder. The methodology of evaluation to determine the lowest-evaluated bid combinations is specified in Section III, Evaluation and Qualification Criteria.

- 38. Comparison of Bids** 38.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.
- 39. Post-qualification of the Bidder**
- 39.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.
- 40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## F. Award of Contract

- 41. Award Criteria** 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of** 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding

- Award Documents.**
- 43. Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Within seven days from the issue of Letter of Acceptance, the Purchaser shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
  - (ii) an executive summary of the Bid Evaluation Report
- 43.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.
- 44. Signing of Contract**
- 44.1 Promptly after issue of letter of acceptance, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 44.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 45. Performanc**
- 45.1 Within twenty eight (28) days of the receipt of letter of

**e Security**

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

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

**46. Debriefing**

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

## Section II. Bidding Data Sheet (BDS)

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

| ITB Clause Reference | A. General  |
|----------------------|---|
| ITB 1.1              | The Purchaser is: <b>The District Council of Black River</b>  |
| ITB 1.2              | <p>The name and identification number of the Procurement are:</p> <p><b>Supply and Commissioning of one Street Lighting Lorry with Telescopic Aerial Lift and Platform - OAB/DCBR/G06/2018-19</b></p> <p>The Invitation for Bids has been issued through an Open national bidding procedure.</p>  |
| ITB 2.1              | The Funding Agency is: <b>The District Council of Black River</b>   |
| ITB 3.3              | <p>(a) The address to file challenge in respect of this procurement is:</p> <p style="text-align: center;"><b>The Ag Chief Executive<br/>The District Council of Black River<br/>Geoffroy Road<br/>Bambous</b></p> <p>(b) The address to file application for review is:</p> <p style="text-align: center;"><b>The Chairman<br/>Independent Review Panel,<br/>9<sup>th</sup> Floor, Wing B<br/>Emmanuel Anquetil Building<br/>Pope Hennessy Street<br/>Port Louis<br/>Tel : 2013921</b></p> |
| ITB 5.3              | <p>A list of firms debarred from participating in Public Procurement in Mauritius is available at <a href="http://ppo.govmu.org">ppo.govmu.org</a></p> <p>A list of firms debarred by World Bank is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>   |
|                      | <b>B. Contents of Bidding Documents</b>   |

|                                |   |
|--------------------------------|---|
| <b>ITB 8.1</b>                 | <p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: <b>The Ag Chief Executive</b></p> <p>Address: <b>The District Council of Black River</b></p> <p style="text-align: center;"><b>Geoffroy Road</b></p> <p style="text-align: center;"><b>Bambous</b></p> <p>Country: <b>Mauritius</b></p> <p>Telephone: <b>401-3100</b></p> <p>Facsimile number: <b>452-0303</b></p> <p>Electronic mail address: <b>brdc@mail.la.govmu.org</b></p> |
| <b>ITB 8.1</b>                 | Request for Clarification should reach the Purchaser not later than <b>Fourteen (14) days</b> , prior to the closing date for submission of bids.   |
| <b>C. Preparation of Bids</b>  |   |
| <b>ITB 12.1 (c)</b>            | A written evidence is required.   |
| <b>ITB 12.1 (h)</b>            | <p>The Bidder shall submit the following additional documents in its bid:</p> <p>Company Profile with Financial Statements for the last three years.</p>  |
| <b>ITB 14.1</b>                | Alternative Bids <b>shall not be</b> considered.  |
| <b>ITB 15.5</b>                | The Incoterms edition is: Incoterms 2010.   |
| <b>ITB 15.6 (b) (i) , (ii)</b> | <p>Place of Destination: <b>District Council of Black River, Bambous.</b></p> <p>Agreed Destination: <b>District Council of Black River, Bambous.</b></p>   |
| <b>ITB 15.7</b>                | The prices quoted by the Bidder: <b>shall not be adjustable.</b>  |
| <b>ITB 16.1</b>                | The Bidder is required to quote in Mauritian Rupees.  |
| <b>ITB 16.3</b>                | <p>Local bidders shall quote only in Mauritian Rupees on the basis of:</p> <p style="text-align: center;"><b>prices not adjustable to rate of exchange</b></p>  |
| <b>ITB 19.3</b>                | Period of time the Goods are expected to be functioning (for the purpose of   |

|  |   |
|--|---|
|  | spare parts): <b>Eight (8) Years</b>  |
| <b>ITB 20.1 (a)</b>                      | Manufacturer's authorization is required.   |
| <b>ITB 20.1 (b)</b>                      | After sales service is <b>required</b>  |
| <b>ITB 21.1</b>                          | The bid validity period shall be <b>Ninety (90)</b> days.   |
| <b>ITB 22.1</b>                          | The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.   |
| <b>ITB 22.3</b>                          | No bid security shall be required.  |
| <b>ITB 22.8</b>                          | If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Mauritius for a period of time (not exceeding 5 years) to be determined by the Procurement Policy Office.  |
| <b>ITB 23.1</b>                          | In addition to the original of the Bid, the number of copies is: <del>One</del>   |
| <b>NOT APPLICABLE</b>                    |   |
| <b>D. Submission and Opening of Bids</b> |   |
| <b>ITB 24.1</b>                          | Bidders <b>shall not</b> have the option of submitting their bids electronically.   |
| <b>ITB 24.2 (c)</b>                      | The envelope shall bear the following additional identification marks:<br><b>Supply and Commissioning of One Street Lighting Lorry with Telescopic Aerial Lift and Platform – OAB/DCBR/G 06/2018-19</b>   |
| <b>ITB 25.1</b>                          | For bid submission purposes, the Purchaser's address is:<br><br>Attention: <b>The Chief Executive</b><br><br>Address: <b>The District Council of Black River</b><br><br><b>Geoffroy Road</b><br><br><b>Bambous</b><br><br>The deadline for the submission of bids is:<br><br>Date: <b><u>05 OCTOBER 2018</u></b><br><br>Time: <b><u>12H00 AT LATEST</u></b> |
| <b>ITB 28.1</b>                          | The bid opening shall take place at:<br><br><b>The Council Room</b>   |

|                    |   |
|--------------------|---|
|                    | <p><b>First Floor</b></p> <p><b>District Council of Black River</b></p> <p><b>Geoffroy Road</b></p> <p><b>Bambous</b></p> <p>Date: <b><u>05 OCTOBER 2018</u></b></p> <p>Time: <b><u>12H30</u></b></p> |
|                    | <b>E. Evaluation and Comparison of Bids</b>   |
| <b>ITB 35.1</b>    | All bid prices shall be expressed in local currency - MRU   |
| <b>ITB 36.1</b>    | A margin of preference shall be applicable to local Small and Medium Enterprises as indicated in Section III. <b>NOT APPLICABLE</b>   |
| <b>ITB 37.3(a)</b> | Evaluation will be done <b>Item wise</b><br>Note: Bids will be evaluated on an item wise basis.   |
| <b>ITB 37.3(d)</b> | <b>Deviation in Delivery Schedule:</b> There shall be no deviation in the delivery schedule.  |
| <b>ITB 37.6</b>    | The Council shall award the contract to the lowest substantially responsive bidder.   |
|                    | <b>F. Award of Contract</b>   |
| <b>ITB 42.1</b>    | The maximum percentage by which quantities may be increased or decreased is: <b>Not Applicable</b>  |

## **Section III. Evaluation and Qualification Criteria**

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

### **Contents**

1. Evaluation Criteria (ITB 37.3 (d))
2. Multiple Contracts (ITB 37.6)
3. Post qualification Requirements (ITB 39.2)

## 1. Evaluation Criteria (ITB 37.3 (d))

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

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

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

- (b) Deviation in payment schedule.

- (i) The SCC (under reference of GCC 16.1) stipulates the acceptable payment mode by the purchaser.

## 2. Multiple Contracts (ITB 37.6)

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

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8
- (b) take into account:
- (i) the lowest-evaluated bid for each lot and
- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

## 3. Post-qualification Requirements (ITB 39.2)

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

- (a) Financial Capability

The Bidder shall furnish documentary evidence of the latest copy of the Financial Statements or any other such evidence to demonstrate that they have the financial capacity to perform under the contract.

(b) Qualification requirements;

(i) The bidder/manufacturer must have at least five years of experience in the supply and delivery similar type of good for which the Invitation of Bids is issued.

(ii) The bidder should submit a list of organisations where similar vehicles have been delivered during the past five years.

(c) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it has experience and technical staff for the maintenance and servicing of the proposed vehicle.

#### **4. Tax Clearance Certificate from Mauritius Revenue Authority (MRA)**

Bidders will be required to submit to the Council a Tax Clearance Certificate from the Mauritius Revenue Authority (MRA) **on request**, confirming that it has filed its Tax returns and paid Tax due.

## **Section IV. Bidding Forms**

### **Table of Forms**

|   |           |
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| <b>Joint Venture Partner Information Form .....</b> | <b>36</b> |
| <b>Bid Submission Form .....</b>                    | <b>37</b> |

## Bidder Information Form

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

Date: .....

Procurement No.: .....

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|  |
|--|
| 1. Bidder's Legal Name   |
| 2. In case of JV, legal name of each party:  |
| 3. Bidder's actual or intended Country of Registration:  |
| 4. Bidder's Year of Registration:  |
| 5. Bidder's Legal Address in Country of Registration:  |
| 6. Bidder's Authorized Representative<br><br>Name:<br><br>Address:<br><br><br>Telephone/Fax numbers:<br><br>Email Address:   |
| 7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br><br><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.<br><br><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1.<br><br><input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5. |

## Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement No.: *[insert reference number of bidding process]*

|  |
|--|
| 1. Bidder's Legal Name:  |
| 2. JV's Party legal name:  |
| 3. JV's Party Country of Registration:   |
| 4. JV's Party Year of Registration:]   |
| 5. JV's Party Legal Address in Country of Registration:  |
| <p>6. JV's Party Authorized Representative</p> <p>Name:</p> <p>Address:</p> <p>Telephone/Fax numbers:</p> <p>Email Address:</p>  |
| <p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.</p> |

## Bid Submission Form

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

Date: .....

### Supply and Commissioning of One Street Lighting Lorry with Telescopic Aerial Lift and Platform - OAB/DCBR/G06/2018-19

To: : **The Chief Executive**

**The District Council of Black River**

**Geoffroy Road**

**Bambous**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is:
- (i) Option 1 – Crew Cabin Lorry with telescopic aerial lift and platform:  
Rs \_\_\_\_\_
- (ii) Option 2 – Single Cabin Lorry with telescopic aerial lift and platform:  
Rs \_\_\_\_\_
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and

it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3;
- (j) We hereby ~~apply/do not apply for~~ Margin of Preference for Small and Medium Enterprise as provided for in the bidding document;<sup>6</sup> **NOT APPLICABLE**
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |

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

- (l) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (m) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

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<sup>6</sup> Strick out as appropriate

- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (n) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:\_\_\_\_\_

In the capacity of \_\_\_\_\_

Name:\_\_\_\_\_

Duly authorized to sign the bid for and on behalf of:\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*Appendix to Bid Submission Form*

## Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (1) of the Bid Submission Form:

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

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

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

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

## Price Schedule Forms

*[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/G06/2018-19

### FINANCIAL SCHEDULES FOR SUPPLY AND COMMISSIONING OF ONE STREET LIGHTING LORRY WITH TELESCOPIC AERIAL LIFT AND PLATFORM

| Item | Description   | Quantity | SPECS    | Ex-<br>Showroom<br>Price<br>MUR | Registration<br>Charges<br>MUR | VAT<br>MUR | Road<br>Tax<br>MUR | TOTAL<br>MUR | Delivery<br>(months) |
|------|---|----------|----------|---------------------------------|--------------------------------|------------|--------------------|--------------|----------------------|
| 1    | Crew Cabin Lorry with<br>Telescopic Aerial Lift<br>and platform   | One      | OPTION 1 |                                 |                                |            |                    |              | SIX                  |
| 2    | Single Cabin Lorry with<br>Telescopic Aerial Lift<br>and platform | One      | OPTION 2 |                                 |                                |            |                    |              | SIX                  |

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Date: \_\_\_\_\_

# 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].....

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. (Applicable to overseas bidders only).

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

## **PART 2 – Supply Requirements**

# Section V. Schedule of Requirements

## Contents

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| <b>2. Technical Specifications .....</b>            | <b>49</b> |

| Line Item N° | Description of Goods  | SPECS    | Quantity | Physical unit | Final Destination (Project Site) as specified in BDS         | Delivery Date  |
|--------------|---|----------|----------|---------------|--|--|
|              |   |          |          |               |  | Fixed Delivery Period  |
| 1            | Crew Cabin Lorry with Telescopic Aerial Lift and Platform   | OPTION 1 | 1        | Unit          | The District Council of Black River, Geoffroy Road, Bambous. | Within six (6) months as from the date of signature of agreement |
| 2            | Single Cabin Lorry with Telescopic Aerial Lift and Platform | OPTION 2 | 1        | Unit          | The District Council of Black River, Geoffroy Road, Bambous. | Within six (6) months as from the date of signature of agreement |

### 3. Technical Specifications

#### **OPTION 1 - Crew Cabin Lorry with Telescopic Aerial Lift and Platform**

|    |                                  |  |
|----|----------------------------------|--|
| 1  | <b>TYPE</b>                      | Lorry fitted with telescopic aerial lift and platform with basket  |
| 2  | <b>GROSS VEHICLE WEIGHT</b>      | 5000 – 8000 kg or above  |
| 3  | <b>ENGINE</b>                    | Diesel propelled, water cooled:<br><i>(i) About 4000 cc diesel – Naturally aspirated or</i><br><i>(ii) About 3000 cc – Turbo charged with intercooler</i>  |
| 4  | <b>TRANSMISSION</b>              | Manual transmission with 5 or more forward plus reverse gear with warning buzzer   |
| 5  | <b>CHASSIS</b>                   | Wheel base 3200 – 4200mm   |
| 6  | <b>STEERING</b>                  | Right hand drive, power assisted with adjustable steering column   |
| 7  | <b>BRAKES</b>                    | Air over hydraulic, dual circuit brake system or fully pneumatic type with brake actuators or hydraulic with vacuum servo assistance or any other acceptable type to be clearly described - auxiliary exhaust brake preferably   |
| 8  | <b>TYRES</b>                     | Rear twin tyres of suitable dimensions and appropriate tread   |
| 9  | <b>SPEED LIMITER</b>             | To be fitted as per NTA regulation and comply with BS AU217 or approved equivalent   |
| 10 | <b>CABIN</b>                     | <i>(i) Factory fitted crew cabin with upholstery and seating capacity – driver + at least 5 passengers all with seat belts</i><br><i>(ii) Floor to be fully covered with heavy duty rubber mats (appropriate sizes and minimum 4 units to be provided)</i><br><i>(iii) Large original interior and exterior rear view mirrors</i><br><i>(iv) Fixed type window pane for driver’s rear view</i><br><i>(v) Speedometer, fuel indicator gauges, engine oil pressure warning light/gauge, water temperature and air pressure gauges with warning light/buzzer and other standard items</i><br><i>(vi) AM/FM radio, heater and defroster and ventilation system</i> |
| 11 | <b>VEHICLE TO BE FITTED WITH</b> | <i>(i) Heavy duty front towing hook</i><br><i>(ii) Side guards and warning signs as per NTA regulations</i><br><i>(iii) Rotation beacon or LED flashing amber light on cabin dome. All to comply with NTA Regulations</i>  |

|    |                              |   |
|----|------------------------------|---|
|    |                              | (iv) Number plates on both rear and front of vehicle  |
| 12 | <b>VEHICLE ACCESSORIES</b>   | Spare wheel, vehicle hydraulic jack complete with levers, front and rear mudguards, under-views mirror, wheel spanners and tool set, heavy duty fire extinguisher of at least 1.5Kg preferably with gauge suitably located and mounted within easy driver's reach, triangular reflectors and all other standard accessories   |
| 13 | <b>CARGO BOX MANUFACTURE</b> | <p>(i) Cargo box to be locally manufactured and fitted on lorry</p> <p>(ii) Galvanised U bar minimum 125mm to be used for sub frame. Platform frame to be made of 75mm galvanized channels and angle bars 75mm x 75mm suitably spaced to receive the 4mm thick galvanized flooring</p> <p>(iii) Thick galvanized hollow rectangular bars 75mm x 50mm to be used for side panels</p> <p>(iv) Galvanized iron sheet 3mm thick, minimum 500mm high to be used for side panels. Side and rear panels to be opening type</p> <p>(v) Cargo box to be primed, undercoated and flattened prior to paint finish in top quality high gloss white paint</p> <p>(vi) Only hot dipped galvanized materials to be used for frame and side panels. Welded joints to be cold galvanized</p> <p>(vii) Fixation screws, bolts and nuts and washers to be rust/ corrosion proof (MS316)</p> <p>(viii) A lockable storage compartment for tools and materials of current and daily use to be provided in the locally manufactured rear cargo bed</p> <p>The storage compartment to be made of 40mmx40mm thick hollow sections and 3mm thick aluminium flooring sheets with a hinged lockable top lid. Provision to be made for a 100 mm thick foam wrapped in morocco leather to be fixed on the storage compartment. A similar foam to be provided as a backrest.</p> <p>(ix) Side aluminium anti-skid footstep to be provided as access to the cargo box. A lockable door to be provided for the access</p> <p>(x) The rear panel of the cargo bed to be painted with fluorescent reflective paint or provided with fluorescent reflective stickers as per NTA requirements</p> <p>(xi) Steps similar to 13 (ix) to be provided to safely mount and dismount the telescopic basket in stored position</p> |

|    |  |   |
|----|--|---|
|    |  |   |
| 14 | <b>CARGO BOX PAINTING</b>              | Appropriate two pack etch primer (for galvanised materials) and undercoat to be applied prior to finish coats of high quality paint of approved colour  |
| 15 | <b>AERIAL TELESCOPIC WORK PLATFORM</b> | <p>(i) Factory built and mounted aerial telescopic work platform with sub-frame and four adjustable hydraulic outriggers mounted onto lorry chassis and operated from independent control valve and levers</p> <p>(ii) Telescopic boom with at least 360<sup>0</sup> rotation angle</p> <p>(iii) Front and rear outriggers</p> <p>(iv) Levelling device for platform</p> <p>(v) Vehicle power take-off operation of hydraulic system from Cabin</p> <p>(vi) Emergency hand pump to operate the booms in case of hydraulic system failure</p> <p>(vii) Safe working height – minimum 15 metres from ground level<br/>Charts/ diagrams to be submitted along with bids</p> <p>(viii) Safe working load to be about 200 Kg<br/>Charts/ diagrams to be submitted along with bids</p> <p>(ix) Factory built and mounted basket shall be able to accommodate two persons with tools and conform with the requirements of OSHA 2005 – to specify dimensions of the basket including its height . <b><u>Basket at rest position to be located at the rear of the cargo bed.</u></b></p> <p>(x) Basket rotation at least +/- 50<sup>0</sup></p> <p>(xi) Duplication of controls in basket</p> <p>(xii) Basket to be completely insulated against electric charges</p> <p>(xiii) Appropriate safety harness anchor points (minimum 2 nos) to be provided in the basket</p> <p>(xiv) Two sets of high quality safety harness complete with lanyards compatible to the basket anchorage points and approved by the representative of the District Council to be provided during the</p> |

|    |                                    |  |
|----|------------------------------------|--|
|    |                                    | <p>commissioning exercise</p> <p>(xv) All required safety, warning and relief devices to prevent overload, exceed outreach limit, unlevel position, etc should be clearly mentioned in the technical catalogue/leaflet</p> <p>(xvi) Basket should be fabricated from moulded highly insulated PVC/fibre glass materials.</p>   |
| 16 | <b>CABIN AND CARGO BED COLOUR</b>  | White without stripes and logo of the District Council of Black River to be affixed onto both front doors  |
| 17 | <b>CONSTRUCTION AND COMPLIANCE</b> | <p>All construction and installation works to be according to good engineering design and practice and vehicle should conform to NTA regulations and telescopic aerial lift equipment to comply with the requirements of OSHA 2005</p> <p>The successful bidder shall inform the representative of the District Council of Black River when manufacturing the cargo box and mounting the aerial platform equipment and <b><u>the latter reserves the right to inspect and bring alterations/improvements as deemed necessary without additional costs.</u></b></p> |
| 18 | <b>DELIVERY AND COMMISSIONING</b>  | Delivery and commissioning to be effected at the District Council of Black River yard, Geoffroy Road, Bambous within six months after signature of the contract, after having completed mise sur route formalities   |
| 19 | <b>TRAINING</b>                    | To provide operators training to at least four personnel of the District Council of Black River in the proper and safe operation of the equipment  |
| 20 | <b>COUNTRY OF ORIGIN</b>           | Country of manufacture or assembly of the model proposed should be clearly specified for both the vehicle and telescopic aerial lift equipment   |
| 21 | <b>MAKE AND MODEL PROPOSED</b>     | Make and model proposed should be clearly highlighted in the original catalogues/leaflets, giving detail specifications which has to be submitted along with the bid document  |
| 22 | <b>TECHNICAL LITERATURE</b>        | Operation and maintenance manuals in English for vehicle and telescopic aerial lift equipment to be provided during commissioning exercise   |
| 23 | <b>WARRANTY CONDITIONS</b>         | <p>(i) At least one year</p> <p>(ii) To specify other general warranty conditions and period for vehicle, equipment and accessories</p>  |
| 24 | <b>PRICE</b>                       | Price quoted to include all duties, taxes, registration fee and road tax   |
| 25 | <b>AVAILABILITY OF SPARE PARTS</b> | At least eight (8) years   |
| 26 | <b>DOCUMENTS</b>                   | <p>(i) Documentary evidence that the bidder is authorised dealer or local agent of the proposed vehicle</p> <p>(ii) Past clients for similar equipment</p>   |

|    |                                  |  |
|----|----------------------------------|--|
| 27 | <b>ELECTRIC</b>                  | To be provided with an independent adjustable fog light with male/female socket and wiring cable fixed on the articulated telescopic platform with switch to be operated from the bucket |
| 28 | <b>POWER TAKE OFF MECHANISM</b>  | Factory mounted hydraulic pump and power take off mechanism operated from the cabin  |
| 29 | <b>FUEL TANK CAP</b>             | Lockable   |
| 30 | <b>TESTING AND COMMISSIONING</b> | To be carried out by a Registered Mechanical Engineer and Certificate to be submitted to that effect   |
| 31 | <b>LIQUIDATED DAMAGES</b>        | Rs 3,000 per day's delay   |

### 3. Technical Specifications

#### **OPTION 2 - Single Cabin Lorry with Telescopic Aerial Lift and Platform**

|    |                                  |  |
|----|----------------------------------|--|
| 1  | <b>TYPE</b>                      | Lorry fitted with telescopic aerial lift and platform with basket  |
| 2  | <b>GROSS VEHICLE WEIGHT</b>      | 5000 - 8000 Kg or above  |
| 3  | <b>ENGINE</b>                    | Diesel propelled, water cooled:<br><i>(iii) About 4000 cc diesel – Naturally aspirated or</i><br><i>(iv) About 3000 cc – Turbo charged with intercooler</i>  |
| 4  | <b>TRANSMISSION</b>              | Manual transmission with 5 or more forward plus reverse gear with warning buzzer   |
| 5  | <b>CHASSIS</b>                   | Wheel base 3600 – 4200mm   |
| 6  | <b>STEERING</b>                  | Right hand drive, power assisted with adjustable steering column   |
| 7  | <b>BRAKES</b>                    | Air over hydraulic, dual circuit brake system or fully pneumatic type with brake actuators or hydraulic with vacuum servo assistance or any other acceptable type to be clearly described - auxiliary exhaust brake preferably   |
| 8  | <b>TYRES</b>                     | Rear twin tyres of suitable dimensions and appropriate tread   |
| 9  | <b>SPEED LIMITER</b>             | To be fitted as per NTA regulation and comply with BS AU217 or approved equivalent   |
| 10 | <b>CABIN – TILT TYPE</b>         | <i>(vii) Factory fitted cabin with upholstery and seating capacity – driver + 2 passengers all with seat belts</i><br><i>(viii) Floor to be fully covered with heavy duty rubber mats (appropriate sizes and minimum 4 units to be provided)</i><br><i>(ix) Large original interior and exterior rear view mirrors</i><br><i>(x) Fixed type window pane for driver’s rear view</i><br><i>(xi) Speedometer, fuel indicator gauges, engine oil pressure warning light/gauge, water temperature and air pressure gauges with warning light/buzzer and other standard items</i><br><i>(xii) AM/FM radio, heater and defroster and ventilation system</i> |
| 11 | <b>VEHICLE TO BE FITTED WITH</b> | <i>(v) Heavy duty front towing hook</i><br><i>(vi) Side guards and warning signs as per NTA regulations</i>  |

|    |                              |   |
|----|------------------------------|---|
|    |                              | <p>(vii) Rotation beacon or LED flashing amber light on cabin dome. All to comply with NTA Regulations</p> <p>(viii) Number plates on both rear and front of vehicle</p>  |
| 12 | <b>VEHICLE ACCESSORIES</b>   | <p>Spare wheel, vehicle hydraulic jack complete with levers, front and rear mudguards, under-views mirror, wheel spanners and tool set, heavy duty fire extinguisher of at least 1.5Kg preferably with gauge suitably located and mounted within easy driver's reach, triangular reflectors and all other standard accessories</p>  |
| 13 | <b>CARGO BOX MANUFACTURE</b> | <p>(xii) Cargo box to be locally manufactured and fitted on lorry</p> <p>(xiii) Galvanised U bar minimum 125mm to be used for sub frame. Platform frame to be made of 75mm galvanized channels and angle bars 75mm x 75mm suitably spaced to receive the 4mm thick galvanized flooring</p> <p>(xiv) Thick galvanized hollow rectangular bars 75mm x 50mm to be used for side panels</p> <p>(xv) Galvanized iron sheet 3mm thick, minimum 500mm high to be used for side panels. Side and rear panels to be opening type</p> <p>(xvi) Cargo box to be primed, undercoated and flattened prior to paint finish in top quality high gloss white paint</p> <p>(xvii) Only hot dipped galvanized materials to be used for frame and side panels. Welded joints to be cold galvanized</p> <p>(xviii) Fixation screws, bolts and nuts and washers to be rust/ corrosion proof</p> <p>(xix) A locally manufactured crew cabin of approximate dimensions 1.8m high, 2.0m wide and 0.8m deep to be provided on the cargo bed behind the factory fitted cabin. The locally manufactured crew cabin to be made of thick hollow galvanized sections 40mmx40mm and 1.2mm thick aluminium sheets.</p> <p>A lockable storage compartment for tools and materials of current and daily use to be provided in the locally manufactured crew cabin</p> <p>The storage compartment to be made of 40mmx40mm thick hollow sections and 3mm thick aluminium flooring sheets with a hinged lockable top lid. Provision to be made for a 100 mm thick foam wrapped in morocco leather to be fixed on the storage compartment. A similar foam to be provided as a backrest.</p> |

|    |  |  |
|----|--|--|
|    |  | <p>(xx) Side aluminium anti-skid footstep to be provided as access to the cargo box. A lockable door to be provided for the access</p> <p>(xxi) The rear panel of the cargo bed to be painted with fluorescent reflective paint or provided with fluorescent reflective stickers as per NTA requirements</p> <p>(xxii) Steps similar to 13 (ix) to be provided to safely mount and dismount the telescopic basket in stored position</p>   |
| 14 | <b>CARGO BOX PAINTING</b>              | Appropriate two pack etch primer (for galvanised materials) and undercoat to be applied prior to finish coats of high quality paint of approved colour   |
| 15 | <b>AERIAL TELESCOPIC WORK PLATFORM</b> | <p>(xvii) Aerial telescopic work platform with sub-frame and four adjustable hydraulic outriggers mounted onto lorry chassis and operated from independent control valve and levers</p> <p>(xviii) Telescopic boom with at least 360<sup>0</sup> rotation angle</p> <p>(xix) Front and rear outriggers</p> <p>(xx) Levelling device for platform</p> <p>(xxi) Vehicle power take-off operation of hydraulic system from Cabin</p> <p>(xxii) Emergency hand pump to operate the booms in case of hydraulic system failure</p> <p>(xxiii) Safe working height – minimum 15 metres from ground level<br/>Charts/ diagrams to be submitted along with bids</p> <p>(xxiv) Safe working load to be about 200 Kg<br/>Charts/ diagrams to be submitted along with bids</p> <p>(xxv) Basket shall be able to accommodate two persons with tools and conform with the requirements of OSHA 2005 – to specify dimensions of the basket including its height . <b><u>Basket at rest position to be located at the rear of the cargo bed.</u></b></p> <p>(xxvi) Basket rotation at least +/- 50<sup>0</sup></p> <p>(xxvii) Duplication of controls in basket</p> <p>(xxviii) Basket to be completely insulated against electric charges</p> |

|    |                                    |  |
|----|------------------------------------|--|
|    |                                    | <p>(xxix) Appropriate safety harness anchor points (minimum 2 nos) to be provided in the basket</p> <p>(xxx) Two sets of high quality safety harness complete with lanyards compatible to the basket anchorage points and approved by the representative of the District Council to be provided during the commissioning exercise</p> <p>(xxxi) All required safety, warning and relief devices to prevent overload, exceed outreach limit, unlevel position, etc should be clearly mentioned in the technical catalogue/leaflet</p> <p>(xxxii) Basket should be fabricated from moulded highly insulated PVC/fibre glass materials.</p> |
| 16 | <b>CABIN AND CARGO BED COLOUR</b>  | White without stripes and logo of the District Council of Black River to be affixed onto both front doors  |
| 17 | <b>CONSTRUCTION AND COMPLIANCE</b> | <p>All construction and installation works to be according to good engineering design and practice and vehicle should conform to NTA regulations and telescopic aerial lift equipment to comply with the requirements of OSHA 2005</p> <p>The successful bidder shall inform the representative of the District Council of Black River when manufacturing the cargo box and mounting the aerial platform equipment and <b><u>the latter reserves the right to inspect and bring alterations/improvements as deemed necessary without additional costs.</u></b></p>   |
| 18 | <b>DELIVERY AND COMMISSIONING</b>  | Delivery and commissioning to be effected at the District Council of Black River yard, Geoffroy Road, Bambous within six months after signature of the contract, after having completed mise sur route formalities   |
| 19 | <b>TRAINING</b>                    | To provide operators training to at least four personnel of the District Council of Black River in the proper and safe operation of the equipment  |
| 20 | <b>COUNTRY OF ORIGIN</b>           | Country of manufacture or assembly of the model proposed should be clearly specified for both the vehicle and telescopic aerial lift equipment   |
| 21 | <b>MAKE AND MODEL PROPOSED</b>     | Make and model proposed should be clearly highlighted in the original catalogues/leaflets, giving detail specifications which has to be submitted along with the bid document  |
| 22 | <b>TECHNICAL LITERATURE</b>        | Operation and maintenance manuals in English for vehicle and telescopic aerial lift equipment to be provided during commissioning exercise   |
| 23 | <b>WARRANTY CONDITIONS</b>         | <p>(iii) At least one year</p> <p>(iv) To specify other general warranty conditions and period for vehicle, equipment and accessories</p>  |
| 24 | <b>PRICE</b>                       | Price quoted to include all duties, taxes, registration fee and road tax   |

|    |                                    |  |
|----|------------------------------------|--|
| 25 | <b>AVAILABILITY OF SPARE PARTS</b> | At least eight (8) years   |
| 26 | <b>DOCUMENTS</b>                   | (iii) Documentary evidence that the bidder is authorised dealer or local agent of the proposed vehicle<br><br>(iv) Past clients for similar equipment                                    |
| 27 | <b>ELECTRIC</b>                    | To be provided with an independent adjustable fog light with male/female socket and wiring cable fixed on the articulated telescopic platform with switch to be operated from the bucket |
| 28 | <b>POWER TAKE OFF MECHANISM</b>    | Factory mounted hydraulic pump and power take off mechanism operated from the cabin  |
| 29 | <b>FUEL TANK CAP</b>               | Lockable   |
| 30 | <b>TESTING AND COMMISSIONING</b>   | To be carried out by a Registered Mechanical Engineer and Certificate to be submitted to that effect   |
| 31 | <b>LIQUIDATED DAMAGES</b>          | Rs 3,000 per day's delay   |

## **PART 3 - Contract**

# Section VI. General Conditions of Contract

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## Section VI. General Conditions of Contract

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) “GCC” means the General Conditions of Contract.
  - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
  - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (j) “SCC” means the Special Conditions of Contract.
  - (k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by

the Supplier.

- (l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (m) “The Project Site,” where applicable, means the place named in the SCC.

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Fraud/Corruption and Integrity Clause**

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) 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<sup>7</sup>;
- (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<sup>8</sup>;

<sup>7</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Public Body’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>8</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice” is an arrangement between two or more parties<sup>9</sup> 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<sup>10</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public body’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Public body’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Public body].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

3.3 The Supplier shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such supplier.

**4. Interpretation** 4.1 If the context so requires it, singular means plural and vice versa.

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<sup>9</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> “Party” refers to a participant in the procurement process or contract execution.

#### 4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties hereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

#### 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity

or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 5.3 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

## **6. Joint Venture, Consortium or Association**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

## **7. Eligibility**

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **8. Notices**

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s

effective date, whichever is later.

- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Mauritius, unless otherwise specified in the **SCC**.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any money due the Supplier.
- 11. Inspections and Audit** 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Body and/or persons appointed by the Public Body to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Body if requested by the Public Body. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Public Body's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract

termination.

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be made subject to the following general principle:
- (a) payment will be made in the currency or currencies in which the the bid price is expressed.
  - (b) Local bidders will be paid in fixed Mauritian Rupees or Mauritian rupees adjusted to the fluctuation in the rate exchange at the time of delivery, as specified in the **SCC**.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the

**SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

- 17. Taxes and Duties**
- 17.1 For goods manufactured outside Mauritius, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Mauritius.
- 17.2 For goods Manufactured within Mauritius, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Mauritius, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in the form of a bank guarantee or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials,

the copyright in such materials shall remain vested in such third party

## **20. Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special

requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

- 24. Insurance**            24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation**      25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Mauritius as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of

such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the

conditions prevailing in Mauritius.

- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent  
Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be

reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser,

whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Mauritius (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within

**Amendments**

the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier

liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

## **35. Termination**

### **35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgement of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **35.2 Termination for Insolvency.**

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### **35.3 Termination for Convenience.**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall

specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## Section VII. Special Conditions of Contract

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

|                    |   |
|--------------------|---|
| <b>GCC 1.1(h)</b>  | The Purchaser is: <b>The District Council of Black River</b>  |
| <b>GCC 1.1 (m)</b> | The Project Site/Final Destination is/: <b>The District Council of Black River, Geoffroy Road, Bambous.</b>   |
| <b>GCC 4.2 (a)</b> | The meaning of the trade terms shall be as prescribed by Incoterms.   |
| <b>GCC 4.2 (b)</b> | The version edition of Incoterms shall be Incoterms 2010.   |
| <b>GCC 8.1</b>     | <p>For <b>notices</b>, the Purchaser's address is:</p> <p>Attention: <b>The Ag Chief Executive</b></p> <p>Address: <b>The District Council of Black River</b></p> <p style="text-align: center;"><b>Geoffroy Road</b></p> <p style="text-align: center;"><b>Bambous</b></p> <p>Country: <b>Mauritius</b></p> <p>Telephone: <b>401-3100</b></p> <p>Facsimile number: <b>452-0303</b></p> <p>Electronic mail address: <b>brdc@mail.la.govmu.org</b></p> |
| <b>GCC 10.2</b>    | <p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>All disputes arising in connection with the present Contract shall be finally settled by a Court in Mauritius.</p>  |
| <b>GCC 13.1</b>    | <p>Details other documents to be furnished by suppliers are:</p> <ul style="list-style-type: none"> <li>(a) Suppliers Invoice (3 original) duly stamped and signed, disclosing the description of each item</li> <li>(b) Delivery Note.</li> <li>(c) Any other document.</li> </ul>   |

|                     |   |
|---------------------|---|
|                     | <p>The Invoice should also bear the under-mentioned clause:</p> <p>“ We hereby certify that the particulars given in the invoice are correct and that no different Invoice in respect of the same good has been or will be issued”</p>  |
| <b>GCC 15.1</b>     | The prices charged for the goods supplied and the related Services performed shall be as specified in ITB-15.7 in the Bidding Data Sheet.   |
| <b>GCC 16.1</b>     | <p>The Council’s mode of payment to local bidders shall be within 30 days after delivery at the District Council of Black River at Geoffroy Road, Bambous.</p> <p><b>Advance Payment shall not be applicable.</b></p>   |
| <b>GCC 16.4 (b)</b> | Local Suppliers shall be paid in Mauritian Rupees only. The prices <b>shall not</b> be adjustable to fluctuation in the rate of exchange.   |
| <b>GCC 16.5</b>     | <p>Interest shall be payable immediately after the due date for payment.</p> <p>The interest rate shall be the legal rate.</p>  |
| <b>GCC 18.1</b>     | <p>A Performance Security shall be required equivalent to 10 % of the Contract Price and shall be issued by a commercial Bank operating in Mauritius.</p> <p>The Performance Security shall be in the form of a <b>Bank Guarantee</b> and shall remain valid until sixty days after the expiry of the last date of scheduled delivery as stipulated in the Agreement.</p> |
| <b>GCC 18.3</b>     | The Performance Security shall be in Mauritian Rupees.  |
| <b>GCC 18.4</b>     | Discharge of the Performance Security shall take place as indicated in sub clause GCC 18.4.   |
| <b>GCC 23.2</b>     | Not Applicable.   |
| <b>GCC 24.1</b>     | The insurance coverage shall be as specified in the <del>Incoterms</del> .  |
| <b>GCC 25.1</b>     | <p>Responsibility for transportation of the Goods shall be as specified in the <del>Incoterms</del>.</p> <p><b>NOT APPLICABLE</b></p>   |

|                 |   |
|-----------------|---|
| <b>GCC 26.1</b> | The inspections and tests shall be: The Manufacturer shall carry out all routine tests, if applicable, and submit all the tests report to the District Council of Black River                               |
| <b>GCC 26.2</b> | The inspections and tests shall be conducted at the Supplier's Factory.   |
| <b>GCC 27.1</b> | The liquidated damages shall be Rs 3,000/. per day's delay  |
| <b>GCC 27.1</b> | The maximum amount of liquidated damages shall be 10% of the total contract value.  |
| <b>GCC 28.3</b> | The period of warranty shall be specified by the bidder.<br><br>For purposes of the warranty, the place(s) of final destination(s) shall be: The District Council of Black River at Geoffroy Road, Bambous. |
| <b>GCC 28.5</b> | The period for repair or replacement shall be 30 days after notices of the faulty items by the supplier.  |

## **Section VIII. Contract Forms**

### **Table of Forms**

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| <b>2. Performance Security .....</b> | <b>83</b> |

# 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

## 2. Performance Security

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

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

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

**Beneficiary:** *[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>11</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>12</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

*[signatures of authorized representatives of the bank and the Supplier]*

<sup>11</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>12</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."



