

THE DISTRICT COUNCIL OF BLACK RIVER

BIDDING DOCUMENT

FOR

CONSTRUCTION OF FOOTBALL GROUND

AT CHAMAREL

PROCUREMENT REFERENCE NO:

ONB/DCBR/W0/2019-2020

*The District Council of Black River
Geoffroy Road
Bambous*

PHONE NO. : 401-3100

FAX NO : 4520303

E-MAIL : brdc@mail.la.govmu.org

18 MARCH 2020

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures.....	1
Section 1 - Instructions to Bidders	2
Section II- Bidding Data Sheet	18
Section III - Bidding Forms	22
Section IV - Evaluation Criteria.....	37
PART 2 – Employer’s Requirements.....	39
Section V - Employer’s Requirements.....	40
PART 3 – Conditions of Contract and Contract Forms	
Section VI. General Conditions of Contract	63
Section VII. Particular Conditions of Contract.....	64
Section VIII - Contract Forms	69

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

Table of Clauses

A. General.....	4
1. Scope of Bid.....	4
2. Source of Fund.....	4
3. Challenge and Appeal.....	4
4. Fraud and Corruption.....	4
5. Eligible Bidders.....	6
6. Qualifications of Bidders.....	8
B. Contents of Bidding Document.....	9
7. Sections of Bidding Document.....	9
8. Clarification of Bidding Document.....	10
9. Site visit/Pre-bid meeting.....	10
10. Amendment of Bidding Document.....	10
C. Preparation of Bids.....	10
11. Cost of Bidding.....	10
12. Language of Bid.....	10
13. Documents Comprising the Bid.....	10
14. Bid Submission Form and Schedules.....	11
15. Alternative Proposal.....	11
16. Bid Prices and Discounts.....	11
17. Currencies of Bid and Payment.....	11
18. Documents Comprising the Technical Proposal.....	12
19. Period of Validity of Bids.....	12
20. Bid Security/Bid Securing Declaration.....	12
21. Format and Signing of Bid.....	12
D. Submission and Opening of Bids.....	13
22. Sealing and Marking of Bids.....	13
23. Deadline for Submission of Bids.....	13
24. Late Bids.....	13
25. Withdrawal, Substitution, and Modification of Bids.....	13
26. Bid Opening.....	13
E. Evaluation and Comparison of Bids.....	14
27. Confidentiality.....	14
28. Clarification of Bids.....	14
29. Determination of Responsiveness.....	14
30. Nonconformities, Errors, and Omissions.....	14

31.	Correction of Arithmetical Errors	15
32.	Margin of Preference	15
33.	Evaluation of Bids.....	15
34.	Comparison of Bids	16
35.	Qualification of the Bidder	16
36.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	16
F.	Award of Contract	16
37.	Award Criteria	16
38.	Notification of Award	16
39.	Signing of Contract	17
40.	Performance Security	17
	Preference Security	17
41.	Advance Payment and Security	17
42.	Plant and Materials on site	17
43.	Debriefing	17

Section I - Instructions to Bidders

A. General

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

The name and identification number of the Contract are **provided in the BDS and the PCC**.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.
 - 1.3 Throughout these bidding documents, the terms:
 - (a) “writing” means any typewritten or printed communication, including e-mail and facsimile transmission,
 - (b) “day” means calendar day, and
 - (c) Singular also means plural.
2. **Source of Fund**
 - 2.1 The Works shall be financed by the Public Body’s own budgetary allocation, **unless otherwise stated in the BDS**.
3. **Challenge and Appeal**
 - 3.1 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
 - 3.2 Addresses to forward Challenges or Application for Review are **specified in the BDS**.
4. **Fraud and Corruption**
 - 4.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.
 - 4.2 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): ppo.govmu.org

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

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

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation
- 4.4 The Employer commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority (ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

- 5. Eligible Bidders**
- 5.1 (a) In accordance with CIDB (Registration of Consultant and Contractors) Regulation 2014, Contractors currently operating in the construction industry have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.
- (b) Foreign contractors as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to bidding for this project. If the contract is awarded to the foreign contractor the latter shall have to apply for and obtain a Temporary Registration before starting the project.
- (c) Contractors whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to bidding for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.
- (d) Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors.
- (e) Bidders are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of contractors.
- 5.2 (a) Subject to ITB 5.6, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS.
- (b) Bidder may be natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture.
- (c) Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (i) the Bid shall include all the information listed in ITB Sub-Clause 6.2 below for each joint venture partner;
- (ii) the Bid shall be signed so as to be legally binding on all partners;
- (iii) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the

execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

(iv) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

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

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

(a) they have a controlling partner in common; or

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

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

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

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

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

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

5.4 (a) A bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable

laws at the date of the deadline for bid submission and thereafter shall be disqualified

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

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

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

6. Qualifications of Bidders

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

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

- (i) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- a) registered with the CIDB under the grade **specified in the BDS**.
 - (b) registered with the CIDB under field of specialisation **specified in the BDS**;
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
 - (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.²

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

B. Contents of Bidding Document

7. Sections of Bidding Document

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

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

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

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

the Bidding Document.

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

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

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

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

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

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

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

C. Preparation of Bids

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

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

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

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

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

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

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

the BDS.

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

authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, Substitution, and Modification of Bids

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

26. Bid Opening

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

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

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

E. Evaluation and Comparison of Bids

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

**31. Correction of
Arithmetical
Errors**

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

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

**32. Margin of
Preference**

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

**33. Evaluation of
Bids**

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

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

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

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

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

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

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

F. Award of Contract

- 37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 38. Notification of Award** 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

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

awarded; and

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

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

39. Signing of Contract

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

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

40. Performance Security

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

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

Preference Security

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

41. Advance Payment and Security

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

42. Plant and Materials on site

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

43. Debriefing

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

SECTION II- BIDDING DATA SHEET

A. General	
ITB 1.1	<p>The Public Body is: <u>The District Council of Black River</u></p> <p>The Works are: <u>Construction of a Football Ground at Chamarel</u></p> <p>The name and identification of the Contract are:</p> <p style="text-align: center;"><u>ONB/DCBR/W09/2019-2020</u></p> <p>The Project is: <u>Construction of Football Ground at Chamarel</u></p>
ITB 1.2	The Intended Completion period is: <u>within 90 days as from the handing over of site</u>
ITB 2.1	The Funding Agency is: <u>The District Council of Black River</u>
ITB 3.2	<p>(a) The address to file Challenges in respect of this procurement is: <u>The Chief Executive, District Council of Black River, Geoffroy Road, Bambous</u></p> <p>(b) The address to file Application for Review is:</p> <p style="text-align: center;">The Chairman Independent Review Panel, 9th Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : 2013921</p>
ITB 5.4	The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office: ppo.govmu.org
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: <u>None</u>
ITB 6.2 (c)	Contractors should have at least five years of experience in Civil Engineering
ITB 6.2 (g)	The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.
ITB 6.4 (a)	<p>The Contractor must either:</p> <p>Have a minimum average annual financial amount of construction of Rs 3.75 Million over the last 5 years.</p>

	or
	Have a valid registration <u>OF GRADE H AND ABOVE</u> with the CIBD
ITB 6.4 (b)	(A1) The Contractor shall demonstrate that it is registered with the CIBD with specialization in the following area(s): <u>Civil engineering construction works.</u>
ITB 6.4 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: <u>Excavators, Lorries, skid steer loader and any other equipment required for the proper execution of the contract.</u>
ITB 6.4 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: <u>Rs 3.75 Million</u>
B. Bidding Documents	
ITB 8.1	The Public Body's address for clarification is: <u>The Chief Executive, District Council of Black River, Geoffroy Road, Bambous</u>
ITB 9.2	A pre-bid meeting has been scheduled for: 16 <u>APRIL 2020 at 10.00 a.m at Chamarel.</u>
C. Preparation of Bids	
ITB 13.1 (f)	Any additional materials required to be completed and submitted by the Bidders are: <u>None</u>
ITB 17.1	The Contract [specify "is" or "is not"] subject to price adjustment in accordance with GCC Clause 44. <i>[Note: (a) Price adjustment only for 2 years delay in completion time exceeding 12 months.</i> <i>(b) Public Body may allow for adjustment with respect to foreign exchange depending on the nature of Works and incidence of the installation of such and such machinery for the project price. In such cases the Bidder should refer to the clause in the General Conditions of Contract for such adjustments and that they should indicate the portion of the contract price which is subject to adjustment, the currency and their base rates to qualify for these adjustments.]</i>
ITB 17.2	Interim Payment for Plant and Material on site <u>is not</u> applicable.
ITB 19.1	The Bid shall be valid for <u>90 days</u> after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	Bid Security

	<p>Bid shall be accompanied by a Bid Security for an amount of Rs 150,000</p> <p><i>Bid security shall be valid up to 30 days before the validity period set for the bid. The closing date for submission of bids shall be considered as day one</i></p> <p style="text-align: center;">NOT APPLICABLE</p>
D. Submission of Bids	
ITB 23.1	The deadline for submission of bids shall be 23 <u>APRIL at 12hrs.00</u>
	<p>The Employer's address for the purpose of Bid submission is</p> <p>Attention: <u>The Chief Executive</u></p> <p>Address: <u>The District Council of Black River, Geoffroy Road, Bambous</u></p>
E. Evaluation and Comparison of Bids	
ITB 26.1	<p>The bid opening shall take place at: <u>The Council Room of the District Council of Black River, Geoffroy Road, Bambous</u></p> <p>Date: <u>23APRIL 2020</u> Time: 13hrs</p>
ITB 32 (NOT APPLICABLE)	<p>32.1 A Margin of Preference shall apply as defined hereunder and in Section IV-Evaluation Criteria.</p> <p>The following procedure shall be used to apply the Margin of Preference:</p> <p>(a) responsive bids shall be classified into the following groups:</p> <ul style="list-style-type: none"> • Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference , and • Group B: all other bids; <p>(b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.</p> <p>32.2 Bidders applying for the Margin of Preference shall submit, as part of their bidding documents evidence of:</p> <p>(a) their incorporation in the Republic of Mauritius;</p> <p>(b) their Joint Venture Agreement or intention to legally enter into a Joint Venture Agreement to be incorporated in the Republic of Mauritius, where applicable;</p> <p>(c) the percentage of the total man-days to be deployed by local manpower with break-down indicating type of works to be entrusted to the local manpower.</p> <p>(d) A financial statement signed by a certified Accountant</p>

	vouching that the annual turn-over of the local Small and Medium enterprise (where applicable) does not exceed Rs 50M.
F. Award of Contract	
ITB 40.1	The Standard Form of Performance Security acceptable to the Public Body shall be “a Bank Guarantee”. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT.
ITB 40.3	For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee at the selected bidder’s option. For contract above Rs 100M, the preference security in the form of a bank guarantee issued from a local commercial bank shall be submitted at the time of contract award failing which the award of contract may be annulled.
ITB 41	The Advance Payments shall be limited to 15% of the Contract Price less the provision for contingencies sum. NOT APPLICABLE
ITB 42.1	Interim Payment for Plant and Material on site is not applicable.

DRAWINGS

Section III - Bidding Forms

Table of Forms

Bid Submission Form	24
Qualification Information	28
Bill of Quantities	31
Form of Bid Security (Bank Guarantee)	36

THE DISTRICT COUNCIL OF BLACK RIVER

BID SUBMISSION FORM

CONSTRUCTION OF FOOTBALL GROUND AT CHAMAREL

Date:

Procurement Reference No: ONB/DCBR/W09/2019-2020

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (c) The rate (inclusive of VAT) of our Bid after discounts, if any, for Construction of Football Ground at Chamarel, offered in item (d) below is:

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

_____;
- (e) Our bid shall be valid for a period of __90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;

- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁶
- (l) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
 - i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (m) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:

⁶ Use one of the two options as appropriate.

NAME:

IN THE CAPACITY OF:

SIGNED:

DULY AUTHORIZED TO SIGN THE BID FOR AND ON BEHALF OF:

DATE:

SEAL OF COMPANY

BID SECURING DECLARATION

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

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

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

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

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

QUALIFICATION INFORMATION

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

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration:

Principal place of business:

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

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

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

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

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

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

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

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

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

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

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

1.6 Financial reports for the last **three** years: Financial Statements, Audited Accounts, etc. *[List below and attach copies.]*⁷

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

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

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

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

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

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

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

⁸ *In lump sum contracts, the "Bill of Quantities" is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a "Schedule of Activities."*

- 2.2 The information in 1.11 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information requested in the Bidding Document.

BILL OF QUANTITIES⁸

Objectives

The objectives of the Bill of Quantities are:

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

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

Dayworks Schedule

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

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

Provisional Sums

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

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

⁸ *In lump sum contracts, the "Bill of Quantities" is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a "Schedule of Activities."*

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

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

Price Schedule Forms

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

FINANCIAL SCHEDULES FOR ONB/DCBR/W09/2019-20- THE CONSTRUCTION OF FOOTBALL GROUND AT CHAMAREL

Bill of Quantities

Item no.	Description of Works	Approximate Dimension	Unit of Measure	Rate Excluding VAT (RS)	VAT (Rs)	Rate Including VAT (RS)	TOTAL PRICE Including VAT (RS)
1	Site Clearance The removal of vegetation, debris and any other type of accumulated waste to ensure that the site is free from any hazards, obstacles and unsightly mess so as to provide a safe working environment.	4186	m ²				
2	The removal of the topsoil and storing of the removed topsoil, free of rocks and debris, in stockpiles for further usage.	628	m ³				
3	The excavation and compaction to formation level. Excavation shall consist of the loosening, digging, loading, hauling and disposal of all materials to the lines, levels, slopes and widths as shown in the drawings or as directed by the Engineer. It shall include compaction, levelling, finishing and shaping of all surfaces formed by such excavations.	4604.6	m ³				
4	The laying and compaction of 200mm Hardcore Fill for the football pitch with respect to the engineering drawing and engineer's instruction.	838	m ³				
5	The supply and laying of UPVC Perforated pipe in the drainage layer as per the engineering drawing or with respect to the engineer's instruction.	180	M				
6	The supply and laying of Geotextile with the rates to be inclusive of the lapping. Sample to be submitted to the Project's engineer for approval during the construction phase.	4186	m ²				
Total Price of bid (to be carried to bid submission form)							

Name of Bidder _____

Signature of Bidder _____

Date: _____

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

Date:

BID GUARANTEE No.:

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

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

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

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

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

Consequently, any demand for payment under this guarantee must be received by us at the office on or before*Public Body to insert date*.....

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

SECTION IV - EVALUATION CRITERIA

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

1. Evaluation

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

(a) Adequacy of Technical Proposal

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

(b) Multiple Contracts

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

(c) Completion Time

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

(d) Technical Alternatives

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

(e) Margin of Preference (NOT APPLICABLE)

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

1.1 For International Bidding

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

1.2 For National Bidding

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

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

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

PART 2 – EMPLOYER’S REQUIREMENTS

SECTION V - EMPLOYER'S REQUIREMENTS

Table of Contents

Scope of works And Specifications.....41

1. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Scope of Works

CONSTRUCTION OF FOOTBALL PITCH AT CHAMAREL.

- (1) The contractor shall be responsible for the site clearance. That is the removal of vegetation, debris and any other type of accumulated waste to ensure that the site is free from any hazards, obstacles and unsightly mess so as to provide a safe working environment.
- (2) The removal of the topsoil and the storing of the removed topsoil, free of rocks and debris, in stockpiles for further usage.
- (3) The excavation and compaction to the formation level. Excavation shall consist of the loosening, digging, loading, hauling and disposal of all materials to the lines, levels, slopes and widths as shown in the drawings or as directed by the Engineer. It shall include compaction, finishing and shaping of all surfaces formed by such excavations.
- (4) Supply and installation of a geotextile membrane for the drain layer as per drawings (sample of Geotextile along with specifications to be submitted for prior approval). Rate to include lapping.
- (5) The geotextile used in the works shall:
 - a. Sustain a tensile load of not less than 5 KN/m at break and have a minimum failure strain of 10% when determined in accordance to BS 6906: Part 1;
 - b. Have a minimum puncture resistance of 1200N when determined in accordance to BS 6906: Part 4;
 - c. Have a minimum tear resistance of 200N when determined in accordance with ASTM Standard D4533-85;
 - d. Have a size distribution of pore openings in accordance with BS 6906:Part 2, or other appropriate
 - e. Allow water through it, in either direction, normal to its principal plane under a constant head of water of 100mm and a maximum breakthrough head of 50mm when determined in accordance with BS 6906:Part 3.
- (6) The supply and laying of UPVC perforated pipe in the drainage layer as per the engineering drawings.
- (7) The laying and compaction of 200mm hardcore filling for the football pitch to the engineer's approval. Compaction tests shall be carried out at several areas of the football pitch to ensure that proper compaction has been carried out. For example, Proctor test and others.

- (8) Any work which fails to comply with these Specifications shall be rejected and the Contractor shall at his own expense, make good any defects, as directed by and to the satisfaction of the Engineer.
- (9) The Contractor shall be responsible for the full and proper setting out of the Works.
- (10) Any other damage caused to the road/wall shall be made good by the Contractor at his own cost.
- (11) The Contractor shall provide and maintain 1 sign board in position to be agreed with the Engineer for the display of the names of the Employer, Project, Engineer and Contractor.
- (12) The Bidder is **advised to visit the site** to get acquainted with nature, type of works required and the difficulties/problems associated in carrying out the project and **to make his own assessment of the true extent and nature of works required**, prior to submission of his offer as no claims will be allowed on the grounds of ignorance of the Conditions under which the works will be executed and the extent thereof.
- (13) Bidders are required to submit their bid on a fixed price basis which is to include for all possible increase in costs of labour, materials, freight, transport, fuel, charges in exchange rates, taxes.
- (14) **Within 7 (Seven) days after the signature of contract, the Contractor shall submit to the Project Engineer a detailed methodology of work comprising of the followings documents I). Method of works, ii) Programme of works, iii). Erection Methodology, IV). Health & Safety Measures, v). Equipment to be used for the construction works before any commencement of work.**
- (15) The contractor shall be responsible for the safe and easy movement of road and pedestrian traffic day and night through the section of road where he/she is working.
- (16) The contractor shall be responsible for the full and proper setting of the works.
Note: Any damaged caused to any existing structures shall be made good by the contractor at its own cost.
- (17) **All works will only commence upon approval of previously completed works at every stage of the project. A close liaison with the District Council is necessary.**
- (18) Safety precautions are to be adhered by ensuring that all plants are to be operated by authorized operators during the displacement of poles activity.
- (19) The contractor shall be responsible for the full and proper setting out of works where required.
- (20) The contractor shall remedy any damages caused during the construction works, clear the site and cart away all redundant materials to the satisfaction of the Project Engineer.
- (21) The contractor shall make their own provision for utilities such as water, electricity, gas etc. The contractor shall also be responsible for contacting service providers such as CWA, CEB, Mauritius Telecom and ensuring that no existing connections are affected.

The Council reserves the right to remove or cancel any items from the bill of quantities other than from the preliminary and general items.

Specifications

SPECIFICATION SECTION 1 - GENERAL

1.1 Third Party Obligations

The Contractor shall not demolish or otherwise interfere with any dwelling or building or anything connected therewith unless and until permitted to do so.

The Contractor shall take special care to prevent injury, damage, trespass on private lands, crops, fences, entrances, and other properties including the adjoining sites of other contracts adjacent to the works.

The contractor must make all necessary arrangements in this connection with adjoining land owners and other contractors or with the officer appointed for the purpose in case of Government property and assure the observance by his workmen of all regulations and laws appertaining thereto.

The Contractor shall make his own arrangements with the land owners concerned for access to the site of the works. Similarly the Contractor shall make his own arrangements for access to and for procurement of, any materials for the construction of the works.

The Contractor shall indemnify the Employer against all claims from failure to fulfill the above obligations and against all other claims arising from failures of a similar nature.

1.2 Works Executed by Employer or Other Contractors

The Employer reserves the right to execute, on site, works not included under this Contract and to employ for this purpose either his own employees or another contractor whose contract may be either a sub-contract under this contract or an entirely separate contract.

The Contractor shall ensure that neither his own operations nor trespass by his employees shall interfere with the operations of the Employer, or his contractor employed on such works and the same obligation shall be imposed on the Employer or Contractor in respect of work being executed under this Contract

1.3 Liaison with Police and Other Officials

The Contractor shall keep in close contact with the Authorities of the areas concerned regarding their requirements in the control of workmen, movement of traffic, passage through urban areas or other matters, and shall provide all assistance or facilities, which may be required by such officials in the execution of their duties.

1.4 First Aid, Welfare and Safety Precautions

The Contractor shall provide equipment and maintain adequate First Aid Station on the site of the Works and provide all necessary transport and shall have experienced First Aid men available for attending minor accidents.

The Contractor shall allow in his prices and be responsible for the cost of all site welfare arrangements and health requirements.

Work is to be executed in a safe and responsible manner and the Contractor is to proceed in accordance with the provisions of the appropriate legislation. Particular attention is drawn to the need for adequate handrailing and fencing off dangerous areas, e.g., excavations on roads.

1.5 **Alterations to and Preservation of Service**

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can short to earth when cranes, or other large masses of steel are in the vicinity. The Contractor's attention is drawn to BS 162 which states safe clearance for various voltages.

In all cases where such works are exposed, they shall be properly shored or hung up. Special care must be exercised in refilling to compact the ground under mains, cables, etc... and not to cover up exposed water meters and stopcock boxes, etc...

Poles supporting cables, adjacent to the Works, shall be kept securely in place until the work is completed, and then shall be made safe and permanent.

Should the Contractor expose any existing services which may interfere with or be damaged by the construction, he shall submit details of such services to the Engineer who will instruct the Contractor as to what measures are required to remove, alter, change or re-direct existing services. Precautions shall be taken to maintain the flow of water in streams, rivers, conduits and pipelines. The work required to protect services will be notified to the Contractor after approval by the relevant services authorities.

The foregoing requirements will apply equally to any work on services or roads completed by the Contractor in an earlier stage of the Contract.

Should any existing services be uncovered in the area of works, the Contractor shall be responsible for arranging, for the protection of such services including removal, modification or diversion if necessitated by the works, subject to the approval of the Engineer, to the services such as power lines, water lines, telephone lines, etc. (Prices and a provision sum for these works are included in the Bills of Quantities).

The Contractor shall also seek the approval from the authorities concerned whenever required.

Any damage to, or interference with existing services, occasioned during the progress of the Works, shall be deemed to be the responsibility of the Contractor, who shall undertake to make good at his own expense any damage so caused to the existing services or other features and shall be liable in respect of all claims arising from such damage or interference however occasioned.

1.6 Traffic Deviations, Traffic Control and Signs

The Contractor shall be responsible for the safe and easy movement of road and pedestrian traffic by day and night through the sections of the existing road where he is working.

The Contractor shall bear the cost of all these temporary warning signs of EUROPEAN STANDARD as may be necessary for the safety and direction of the Public as required by the Laws of Mauritius or local by-laws, or as ordered by the Engineer. All such arrangements shall receive the approval of the Engineer.

Provision for maintenance of traffic diversion will be the responsibility of the Contractor. The Contractor shall ensure that neither his own operations nor trespass by his employees shall interfere with the operation and maintenance of traffic diversions.

1.7 Programme to be furnished

Within Seven (7) days after the signature of contract, the Contractor shall submit to the engineer for his approval: -

A general programme showing the timing order of procedure and general methods for carrying out the Works, with timing for mobilisation of equipment and plant and for purchase of important materials.

The organisation, staff, labour, equipment and plant proposed for the execution of the contract.

1.8 Setting Out

The Contractor shall be responsible for the full and proper setting out of the Works where required. Throughout the Contract, both the general and detailed methods of the complete setting out of the Works shall be submitted by the Contractor for the prior approval of the Engineer.

The Contractor shall ensure that all plant operators, gangmen and key men working on the site are made aware both of the positions of all important line and level marks and of the importance of reporting the least disturbance of the same. In the event of any reference marks being damaged or misplaced during the Works, then the contractor shall replace or reinstate such marks to the satisfaction of the Engineer.

The Contractor will be required to prepare and submit layout drawings, longitudinal and cross sections prior to the start of any part of the works. He shall also give the Engineer not less than 24 hours' notice, of his intention to set out or take levels for any part of the work before and after completion, so that arrangements can be made for checking. The Contractor shall provide all the necessary instruments, appliances, labour, etc., that the Engineer may require.

Throughout the Contract, both the general and detailed methods of the complete setting out of the Works shall be submitted to the Engineer for prior approval.

1.9 Temporary Works

The Contractor shall be wholly responsible for obtaining a site for his camps, offices, stockpiles of aggregates, constructional plant and other temporary Works, outside the road reserve and for making all payments in connection therewith.

All temporary buildings or stores and plant shall be located only on sites approved by the Engineer. The Contractor shall make his own arrangements with the land owners at his own expense.

All land to be permanently used or occupied by the Works will be provided by the Employer in whole at the start of works or in part as the works progress.

The Contractor shall maintain all offices required by his site Staff, workshops storage sheds, etc and clear away on completion of the Contract and leave the site in clean and tidy condition.

The Contractor shall provide latrines and ablutions for his employees, maintain them in a sanitary condition throughout the contract and clear away on completion and leave the site in clean and tidy condition. The Contractor shall be solely responsible for any living accommodation required by his employees.

When no longer required for the contract, all such provisions shall be left or dismantled and disposed of as directed by the Engineer and their Sites shall immediately be cleared and left as far as practicable in the same condition as that obtained immediately prior to occupation.

1.10 Maintenance of Existing Access and Service

The Contractor shall provide at all times, access for vehicles and pedestrians to their premises for owners and occupiers of land along the route of the works. Provision must be made to ensure that sanitary services remain unimpeded at all times.

The Contractor shall be responsible for the maintenance of the existing roads of which he has been given possession.

1.11 Water and Electricity Supplies

It is the Contractor's responsibilities to provide water and electricity for both construction purposes and also for the camps and offices. The Contractor's attention is drawn to the fact that no separate payment will be made for the provision of water and electricity and the Contractor shall be deemed to have included for these in his rates and prices. The Engineer may reject any water which in his opinion is contaminated and not sufficiently clean for the purpose intended.

1.12 Nature of Ground and Conditions of Work

The Contractor must satisfy himself as to the general circumstances at the site of the works and the construction thereon, the surface of the ground and nature of the materials to be excavated, the possibility of subsidence from soft ground and bad and

broken materials, and falls of rock in or arising out of the Works, and the rates and prices in the Bills of Quantities will be held to cover all such contingencies.

1.13 **Faulty Work**

Any work which fails to comply with these Specifications shall be rejected and the Contractor shall at his own expense, make good any defects, as directed by and to the satisfaction of the Engineer.

1.14 **Protection of Works**

The Contractor shall take all steps necessary to protect the permanent Works and all stores and materials from the effects of weather, including floods and cyclones, theft, and shall be entirely responsible for any delay, damage or loss arising therefrom.

1.15 **Protection from Water**

The Contractor shall keep the whole of the works free from water and allow in his prices for all dams, cofferdams, pumping, piling, shoring, temporary drains, sumps, etc., necessary for the purpose and shall clear away and make good at his own cost and to the satisfaction of the Engineer all damage caused thereby.

1.16 **Unauthorized Persons**

No unauthorized persons are to be allowed on to any part of the site and the Contractor shall take steps to prevent this and instruct his foremen and watchmen accordingly.

1.17 **Filling in Holes and Trenches**

The contractor immediately upon completion and approval of any work shall fill up all holes and trenches which may have been made or dug, level mounds or heaps of earth that may have been raised or made, and clear away all rubbish which may have become superfluous or have been occasioned or made by the execution of such works; and the Contractor shall bear and pay all costs, charges, damages and expenses which may be incurred or sustained on account or in consequence of any accident which may happen by reason of holes and trenches connected with the work being dug and left unfenced or material being left or placed in improper situations.

1.18 **Joint Measurement of Extras**

In such case as the Contractor shall find it necessary to execute any works, or provide any materials which he feels entitled to claim as extras to the items listed in the Works Order he shall obtain written permission from the Engineer before commencing such work and shall make arrangements for the Works, or materials to be measured jointly with the Engineer, and the quantities agreed. Neglect to obtain authority to commence any such work, shall entitle the Engineer to disallow any claim for extras arising there from. The fact that joint measurement took place in no way commits the Engineer to recognizing the validity of such claim, if it is considered unjustified. The Engineer shall at all times have full access to the Contractor's time books and may daily check the item of any extra works with the Contractor's timekeeper or otherwise, but the fact of his agreeing upon

any time shall in no way bind the Engineer to value the work other than by measurement if he thinks fit to do so.

SPECIFICATION SECTION 2: EXCAVATION AND EARTHWORKS

2.1) Site Clearance

If and where required the Site shall be cleared of all trees, shrubs and other vegetation, buildings and other obstructions, hard surfacing and rubbish. Other parts of the Site shall be cleared to the extent indicated on the Drawings or instructed by the Engineer.

No trees or bushes are to be cut without the prior approval of the Forestry Department. The Employer shall be responsible to seek the necessary approval. The cutting of trees and bushes by the Contractor shall be done under the supervision of the officers of the Forestry Department who shall have to be notified at least 48 hours before starting this work. All trees and bushes cut shall become the property of the Forestry Department and shall have to be stacked in an orderly manner by the Contractor and as directed by the officers of the Forestry Department adjacent to the main road so that they can be easily loaded on lorries by the Forestry Department.

Trees, shrubs, hedges, walls, buildings and other items which are to be preserved as indicated on the Drawings or instructed by the Engineer shall be protected from injury or damage arising from the operations of the Contractor, his subcontractors and other persons under his control and from any other injury or damage which is the responsibility of the Contractor under the Contract.

Within areas to be occupied by buildings, roads, hard standings or other Permanent Works, and where bulk excavation is not required, stumps of trees and shrubs shall be completely removed. Roots having a diameter greater than 20 mm shall be removed to at least 0.5 meter below formation level or original ground level whichever is the lower.

Where underground structures, manholes, wells and similar items are discovered, their presence shall be reported immediately to the Engineer and they shall not be further disturbed until the Engineer has given his instructions for their disposal.

Where such underground structures, manholes, wells and similar items are demolished and removed from areas which are to be occupied by buildings, roads, hard standings and other Permanent Works, any holes or depressions resulting from such removal shall be filled with material similar to that in the surrounding ground and compacted to a density equal to that of the surrounding ground unless other treatment is shown on the Drawings or instructed by the Engineer.

Combustible material arising from site clearance shall not be burnt on Site without the written consent of the Engineer. Non - combustible material and material which the Engineer does not permit to be burnt on Site shall be disposed of as spoil. The consent of the Engineer to the burning of material on Site shall not relieve the Contractor of his responsibilities under the Contract.

All removable items which are to be preserved in accordance with the Drawings, the Specification or the instructions of the Engineer shall be stored on Site in a place of safety and in a manner appropriate to their nature. All such items shall remain the property of the Employer.

The Contractor shall take all necessary precautions to prevent slips and falls to the sides of the excavation. But, if any should occur, the Contractor shall remove, at his own expense, all such fallen or displaced materials and replace, if required, with suitable materials compacted to a density not less than that of the adjoining ground at his own expense.

All necessary precautions should be taken to protect existing C.W.A., M.T., C.E.B. or other services while carrying out excavation works. Should any damage occur to these services, same have to be made good at the Contractor's own cost to the satisfaction of the relevant authorities.

2.2) TOPSOIL

Topsoil required for the Permanent Works shall be stripped from areas which are to be excavated and stored in stockpiles for subsequent re-use in covering the required areas. The Contractor shall ensure that sufficient material for this purpose is preserved.

Topsoil surplus to the above requirements shall be disposed of at agreed disposable sites by the Contractor.

Topsoil shall be spread uniformly over the required areas, compacted and left smooth with a neat and tidy appearance and grassed if required in a Schedule or on the drawings.

2.3) GRASS PLANTING

The Contractor shall spread topsoil free from stones to a minimum depth of 250 mm before planting grass. Any grassed areas that have failed to grow, after the first rainy season, shall be replanted, and if necessary watered to ensure that they grow.

2.4) Diversion of Existing Drains and Services

The Contractor will be required to excavate trial pits to locate and expose existing services along the alignment of the drains as instructed.

Construction of the drains per se shall not commence until all services along the route have been identified and, if necessary realigned. All realignment or diversion work shall be carried out with the approval of the concerned authorities. (CEB, CWA, Telecoms etc.)

The Contractor shall remove or divert drains and services as shown on the Drawings or as located on site as instructed by the Engineer. Each diversion shall be complete before the original drain or service is cut and shall be connected into the original line with the least possible interruption to its operation.

Drains and services that are to be removed shall be cut and stopped off at points instructed by the Engineer in a manner acceptable to the Engineer. Such cutting and stopping off shall only be carried out upon receipt of a written notification from the Engineer.

The Contractor shall maintain the flow in all ditches, channels and other surface waterways at all times including times during which diversions are being carried out. Where such diversions are temporary, the Contractor shall reinstate both the original ditch, channel or other waterway and the site of the temporary diversion in a manner acceptable to the Engineer.

2.5) Control of Water in Excavations and Earthworks

Unless otherwise required or permitted by the Contract, excavation and earthworks shall be carried out in the dry. The Contractor shall at all times maintain control of water entering excavations from any source.

Water shall not be allowed to flow across or down any excavated surface that is liable to erode. Water emerging on to excavated surfaces shall be trapped and led away by suitable means before any Permanent Works are placed on or against such surfaces.

The Contractor shall provide enough sumps to deal with all flows encountered and shall by pumping or otherwise keep the water level in such sumps at least 0.5 metre below the lowest excavated surface for as long as may be required for the purpose of constructing the Permanent Works.

The Contractor shall repair to the approval of the Engineer any foundations damaged by water.

No water shall be allowed to flow on to earth fill and the surface of such fill shall at all times be maintained at a gradient adequate to shed rainwater. Formations or soil structures that deteriorate under rainfall shall either be covered to prevent damage by rainfall or left high or trimmed immediately before being concreted.

2.6) General Requirements for Excavation and Earthworks

(a) Constructional Plant

Before any Constructional Plant for excavation and earthworks is ordered or delivered to Site, the Contractor shall submit to the Engineer full details of the Plant he proposes to use and the arrangements he proposes to make.

(b) Ground Levels

Before any excavation or earthworks is commenced, the site of the excavation or earthworks shall be surveyed by the Engineer. Drawings recording the survey and indicating the levels and gradients to which the drains are to be constructed shall be issued by the Engineer. These shall be checked by the Contractor prior to construction and any discrepancies pointed out before construction commences.

Such records shall not be altered in any way unless such alterations are agreed and signed by both the Contractor and the Engineer.

(c) Excavated Surfaces

All excavated surfaces shall be finished neatly to the lines and levels shown on the Drawings unless such lines and levels are shown as nominal.

When such lines and levels are stated to be nominal, the final lines and levels will be instructed by the Engineer to take into account the conditions of the ground exposed as the excavation nears the nominal lines and levels shown on the Drawings and the Contractor may be required to carry out the excavation in more than one stage in order to arrive at the final lines and levels.

Excavated surfaces which will remain permanently exposed on completion of the Permanent Works shall be cleared of a" loose material, pieces of rock, debris, rubbish and the like and left neat and tidy.

(d) Supports to Excavations

The responsibility of the Contractor for the safety and care of the Works under the Contract shall include taking the following measures:

- (i) The Contractor shall excavate the sides of excavations that are not positively supported to slopes that will remain stable;

- (ii) The sides of excavations that are not cut to a stable slope shall be properly and adequately supported to the extent necessary to ensure stability during the period of construction of the Permanent Works and the excavation shall then be backfilled unless otherwise indicated on the Drawings;
- (iii) No materials, plant or other load shall be placed so close to any excavation that the stability of the sides of the excavation is endangered; and
- (iv) The Contractor shall remove or otherwise secure by barriers, net or other means any material that might fall and thereby cause damage to the Permanent Works or injury to any person.

The Contractor shall be responsible for the installation and subsequent removal of all necessary sheeting, timbering, strutting, shoring and the like to secure the excavations, to prevent any movement of adjacent ground and to ensure the safety of workmen and freedom from damage to structures, buildings, streets, sewers, drains, walls, services or any other thing.

Where temporary underpinning is required, the Contractor shall submit to the Engineer full details of the design, materials to be used and method of working proposed.

(e) Slips and Over-excavation

The Contractor shall avoid excavating beyond the lines and levels shown on the Drawings, disturbing ground adjacent to excavations, or damaging material beyond the limits of the required excavation except to provide the minimum adequate working space.

Slippages, excavation for working space, over-excavation and damaged areas shall be made good to the satisfaction of the Engineer. In the case of surfaces on which or against which Permanent Works are to be constructed, this remedial work shall comprise replacing the slipped, over-excavated or damaged material with suitable filling material or with concrete as instructed by the Engineer. No additional payment will be made for over break.

Slips, falls, subsidence and other damage which have the effect of removing or reducing support to existing or proposed structures, services and the like shall be made good in concrete or otherwise in a manner acceptable to the Engineer.

In the case of permanently exposed surfaces, remedial work shall comprise replacing and compacting material similar to that, which has been removed in order to provide a surface not less satisfactory than adjacent correctly excavated surfaces. If this is not possible, remedial works shall be as instructed by the Engineer.

(f) Records of Excavation

After completion of each section of Permanent Works excavation, the Contractor shall provide the Engineer with a record of the excavation. The record shall comprise all relevant information including the following:

- (1) the location of the excavation;
- (2) the elevation of the original ground and of any groundwater which is encountered during the excavation;
- (3) the measures taken to deal with groundwater;
- (4) the elevation, thickness and classification of all strata encountered; and
- (5) The instructed and actual levels of excavation.

2.7) Trenches for Storm water Pipe and Box Culverts

When excavation is being carried out in trenches, pits and similar confined areas, the sides of the excavation shall be properly shored or close sheeted and the Contractor shall follow the appropriate recommendations in BS 6031 - Code of Practice for Earthworks.

Trenches for pipe culverts shall be so excavated as to allow the pipes to be properly laid to line and level, jointed, inspected and tested. The width of all trenches from the bottom of the trench to the crown of the pipe shall be no wider than is necessary/ to permit the correct jointing of the pipes laid in the trench, but in no case shall the clearance between the outside of the barrel of such pipes and the face of the excavation or trench supports be less than 150 mm.

Trenches for pipe culverts shall be excavated below the invert level of the pipe to a depth that will allow the minimum thickness of granular bedding material or concrete as shown on the Drawings to be placed. The bedding material shall be hard clean stone which has been approved by the Engineer and which passes a 10 mm BS sieve but is retained on a 2.36 mm sieve and shall extend across the full width of the trench. Concrete beds shall also extend across the full width of the trench.

If precast or in-situ box culverts are laid then the excavation shall be net.

2.8) Disposal of Excavated Material

Unless areas within the Site have been designated in the Contract or agreed by the Engineer as spoil areas, all spoil shall be disposed of in areas to be found by the Contractor outside the Site.

All spoil tips shall be formed with side slopes which will remain stable under all conditions to which they will be subject and the tops shall be graded to prevent the ponding of water. When tipping of spoil has been completed, spoil tips shall be trimmed and graded to present a neat and tidy appearance.

Temporary stockpiles of material for later use in the Works shall be formed with side slopes which will remain stable under all conditions to which they will be subject and the tops shall be graded to prevent the ponding of water.

Different materials shall be placed in separate spoil tips or stockpiles unless otherwise agreed by the Engineer.

Spoil tips and stockpiles shall be placed so that there is no risk of material obstructing or polluting watercourses.

2.9) Backfilling

Excavations that are to be backfilled and any other fill areas shown on the Drawings shall be filled with suitable material from the excavations unless otherwise directed. If insufficient material is available from this source, the Contractor shall supply suitable material from another source.

All vegetation, topsoil, rubbish and unsuitable material shall be removed from any area on which fill is to be placed unless the Engineer agrees otherwise.

Except where special placing and compacting requirements are laid down in the Specification, the material shall be placed in layers not exceeding 300 mm after compaction, and compacted to not less than 90% of its maximum dry density measured as in Test No. 12 of BS 1377 - Determination of the dry density/moisture content relationship (2.5 kg rammer).

When placing fill, the Contractor shall make due allowance for settlement and shall ensure that the final lines and levels are as shown on the Drawings. Any areas that subside shall be made good without delay, up to the end of the Defects Liability period.

2.10) Cover Slabs

The cover slabs shall be built in precast reinforced concrete to the dimensions given in the Drawings or as directed by the Engineer. They shall be constructed with Class 30 concrete and shall in all respects comply with the requirements for precast concrete. Alternatively, under road traffic, if so directed, they may be built with precast concrete formers and an in - situ reinforced concrete topping layer in modules 5m long.

The precast slabs shall be fixed in place to the lines and levels directed by the Engineer on a smoothly prepared level surface so that no rocking occurs. The top surface shall be given an anti-skid texture by bush hammering or by any other method approved by the Engineer.

2.11) Soakaways

Soakaways shall be constructed to the lines and levels as specified by the Engineer.

These soakaway drains shall be constructed in accordance with the drawings to the approval of the Engineer. Unless otherwise instructed by the Engineer, the final level of the roof slabs or gratings shall be slightly lower than the existing ground level or existing wearing course if applicable.

All other clauses in this specification for excavation, geotextile, grating and concrete covers will equally apply to soakaways. Stone filling shall be of sound, durable rock obtained from approved quarries or stockpiles of boulders.

2.12) Reinforced Concrete Stormwater Culverts

Where instructed by the Engineer, the Contractor will supply and lay from an approved supplier, suitable reinforced concrete stormwater pipes or precast box culverts. RC stormwater pipes shall have gasket type spigot and socket joints and shall comply with BS 5911: Part 3: 1982. "Precast Concrete Pipes and Fittings for Drainage and Sewerage. Box culverts will be cast with suitable interlocking male and female end sections.

Exterior jointing of culverts will be carried out using a 1:3 cement mortar mix in accordance with the manufacturer's recommendations.

2.13) Preparation of Trenches

The Contractor shall give the Engineer at least 20 hours' notice of his intention to lay bedding material or culverts. No bedding material shall be placed until the Engineer has approved the trench bottom. Any soft areas in the trench bottom shall be dug out and replaced by granular bedding material or concrete as instructed by the Engineer.

When culverts are required to have a concrete bedding or surround, the trench shall first be blinded with concrete having a minimum thickness of 50 mm, laid at such a depth that the thickness of concrete shown on the Drawings can be placed.

2.14) Laying Culverts in Trenches

Immediately before culverts are placed in any trench, the bottom shall be cleared of all stones and other debris and shall be in a condition acceptable to the Engineer.

Prior to placing in the trench, all culverts shall be inspected for damage. Damaged culverts that in the opinion of the Engineer cannot satisfactorily be made good shall not be used in the Permanent Works.

End caps or discs placed on pipe culverts for protection during transit shall not be removed until immediately before the pipes are jointed.

Culverts shall be firmly bedded throughout their length to the required alignment and level so that they are concentric at each joint. All pipes shall be suitably wedged, shored or otherwise restrained to prevent movement during testing and backfilling but such restraints shall not be left in place permanently unless so instructed or agreed by the Engineer.

Pipe culverts which are to receive a concrete bed and haunch or surround shall be set on suitable concrete blocks or bricks with a pad of hessian based damp proof course two millimetres thick interposed between the pipe and the block. Setting blocks shall not be used with other forms of bedding.

2.15) Backfilling Trenches

After successful completion of air testing on each length of culvert backfill shall be placed as below:

(i) Culverts laid on granular bedding.

Granular bedding material shall be placed and compacted carefully on both sides of the culvert up to 300mm above the crown. Care shall be taken to ensure that no voids are left under the culvert. The remainder of the trench shall be filled with excavated material from which all stones larger than 75mm and all lumps of clay larger than 75mm have been removed. Backfill material shall be compacted in 150mm thick layers. The first 300mm of excavated material shall be compacted by hand and the remainder of the trench shall be compacted using a vibrating plate compactor or a mechanical rammer. The trench shall be finished flush with the surrounding ground surface;

(ii) Culverts with concrete bedding or surround.

When the concrete bedding or surround has been placed where instructed the trench shall be backfilled with excavated material as described in (i) above. The backfilling shall not be commenced until the concrete is 7 days old. Where material excavated from trenches is unsuitable for use as backfilling the Contractor shall import suitable material.

Surface reinstatement to trenches for culverts shall be to the original condition unless the original surface was DBST or asphaltic concrete sealed in which case reinstatement shall be 150mm crusher run and 50mm of asphaltic concrete wearing course on minor roads. If the culvert is to be laid under a higher category road a total thickness of 400mm of crusher run with an additional 100mm thickness of asphaltic concrete base course will be required.

SPECIFICATION SECTION 3: SAFETY AND HEALTH

3.1 Introduction

This part has been formulated for contractors to carry out work assigned by the District Council of Black River in accordance with safety and health standards.

Contractors must strictly adhere to Occupational Safety & Health Act 2005 and all relevant safety legislation. They are responsible to ensure so far as reasonably practicable, that the sites under their control are safe & without risks to safety & health for their employees and any other persons who may be affected by the work processes. Where a Main Contractor has recourse several sub-contractors, it will be the responsibility of the main contractor for overall supervision of safety & health. The main contractor and subcontractors are directly responsible for the safety of their own employees. They will also be responsible to take up extra duties towards other persons and vehicles passing next to the sites or on the roads where they are carrying works.

3.2 Guidelines

Notwithstanding any other part of the contract, the contractor shall adhere to the following guidelines. These guidelines address the main areas of concern pertaining to safety & health at work and shall in no circumstances alleviate the contractor from other safety & health obligations under OSHA 05 or any other legislation.

3.2.1. The contractor is responsible for providing protection for pedestrians and vehicles in accordance with all applicable codes and standards.

All temporary roads and safety signs shall be of approved ones and shall be of quality construction, clearly visible and legible, properly placed and secured at relevant points.

3.2.2. Health & Safety management

It is to be noted that the contractor is responsible for the safety of onsite operations. The contractor must, throughout the progress of the works comply with his duties under the OSHA 2005 and all other relevant legislations.

The contractor shall have a clear safety & health plan and shall ensure that this plan is effectively implemented on all sites under his control.

This applies to all construction activities regardless of size or value.

3.2.3. Inspection of worksite

The contractor shall provide regular inspections of the worksite by competent, professional health and safety personnel. Records of such inspections shall be maintained by the contractor. A monthly safety & health report should be sent to the Project Manager/Supervisor.

3.2.4. Protection of Personnel

3.2.4.1 Risk Assessment

The objective of risk assessment is to identify project related hazards and develop methods to deal with those hazards.

All risk assessments shall be reviewed and revised as necessary to accommodate any change in methods of working, plant, equipment, material and/or site development.

Copies of each risk assessment shall be made available to the RDA representative for information.

3.2.4.2 Accidents and emergencies

The contractor shall provide sufficient first aiders and adequate measures for the first aid facilities as may be required.

Any work accident or dangerous occurrence including property damage shall also be reported to the Project Engineer/Engineer Representatives as soon as possible.

All serious or potentially serious accidents/incidents are to be thoroughly investigated by the main contractor and written records produced indicating remedial actions. The contractor shall forward a copy of all work-related accident reports to the district council of Black River.

3.2.4.3 Personal Protective Equipment (PPE)

The contractor shall select PPE appropriate to the work hazards identified. Adequate arrangements are to be made for the storage, cleaning, maintenance and replacement of PPE. The contractor must take all reasonably practicable steps to ensure that all PPE are used correctly by the relevant persons. This will require the provision of information, instruction and training to staff.

The contractor shall make arrangements for providing any visitor with appropriate protective equipment/clothing for the purpose any visit to be effected on the site of work should the need arise.

3.2.4.4 Welfare facilities

The contractor shall provide and maintain as required by the contract such adequate accommodation for messing and toilets, and allow full use of such accommodation to all persons employed on site by himself and the subcontractors under his responsibility.

3.2.4.5 Potable water

Contractors shall make arrangements for potable water supply to all persons employed or visiting the site of work.

3.2.5. Plant & Equipment

- 3.2.5.1 Contractors general plant and equipment
- 3.2.5.2 Electrical equipment
- 3.2.5.3 Cranes, hoists, air receivers etc.

3.2.5.1 Contractors plant and equipment

All equipment provided shall be suitable for the use for which it is intended. The contractor shall ensure that site plant and equipment is inspected and thoroughly examined at regular intervals by competent persons and maintains all records of such inspection/examinations in a register.

3.2.5.2 Electrical Equipment

Electrical installations provided on site are to comply with the requirements of the Electricity at Work Regulations or the latest edition of the IEE Wiring regulations.

The contractor shall ensure that all tools and distribution equipment including cables, plugs, etc. are complete and examined for signs of damage or wear prior to use. Worn or damaged equipment shall not be used.

3.2.5.3 Cranes, lifting machines, air receivers etc.

The contractor shall ensure that all lifting machines, air receivers, air compressors comply with existing regulations. A current copy of the examination certificates shall be kept on site and made available for information upon the request of the District Council of Black River Safety & Health Officer.

Each item of lifting equipment shall be marked with its safe working load which shall not be exceeded and also with its unique identification marks.

Any equipment showing signs of wear or damage to safety critical parts shall be taken out of service immediately.

(A) PERFORMANCE REQUIREMENT

- a) When the works have been completed, the contractor shall submit to the Project Engineer or Engineer's Representative a completion certificate which signifies inspection have been made to ensure that all works are completed and that the project have been done according to specification, drawings and contract documents.

Workmanship General

- a) All workmanship and Materials shall be in accordance with BS 5950 – The Structural use of steel work in Buildings.
- b) Welding shall be performed by an experienced operator in accordance with BS 4870-Part 1 – Fusion Welding of Steel. All welding rods the specification and general requirements for metal arc welding for mild steel shall comply with BS 5135.
- c) Precautions shall be taken to ensure cleanliness of the connection prior to welding.
- d) Except or otherwise mentioned, welding to be minimum 6mm continuous fillet.
- e) Bolts not designated shall be of grade 8.8. All bolts shall conform to BS 4190 and/or BS 3692 as, appropriate and shall be galvanized. All washers shall comply with BS 4230 and shall be galvanized.
- f) The contractor shall provide necessary safety measures and not leave in place until permanent bracing elements are constructed/erected as in necessary to stabilize the structure during erecting.
- g) All Constituent steel products to be used shall have a reference to a suitable certificate of conformity so that the properties are known and can be verified.
- h) The material grade and other relevant properties shall be identifiable within the manufacturing system.
- i) Steelwork shall be bundled, packed, handled and transported in a safe manner so that permanent distortion does not occur and surface damaged is minimized.
- j) Cutting and shaping of steel may be carried out by sawing, shearing, cropping, thermal cutting, nibbling, planning, or machining. Hand held cutting shall only be used if it is impracticable to use machine thermal cutting.

Note: Thermal Cutting refers to plasma cutting, laser cutting or flame cutting.

- k) Sufficient components shall be checked for dimensional accuracy and conformity to drawings.
- l) Steelwork components which are stored prior to being transported or erected shall be safely stacked clear off the ground and arranged if possible so that water cannot accumulate. They shall be kept safe in such a manner so as to avoid permanent distortion.
- m) The bolt length shall be chosen such that, after tightening together with the washer, it will achieve the full bearing capacity. Washers shall be used under both the bolt head and the nut.

SECTION VI. GENERAL CONDITIONS OF CONTRACT

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

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

SECTION VII. PARTICULAR CONDITIONS OF CONTRACT

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

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

A. General	
GCC 1.1 (r)	The Employer is <u>The District Council of Black River, Geoffroy Road, Bambous</u>
GCC 1.1 (v)	The Intended Completion Date is 90 days as from the handing over of site.
GCC 1.1 (y)	The Project Manager is: - <u>The Head, Public Infrastructure Department, District Council of Black River</u>
GCC 1.1 (aa)	The Site is located at Chamarel and is defined in Location Plans
GCC 1.1 (dd)	The Start Date shall be the day of handing over of site
GCC 1.1 (hh)	The Works consist of: <u>The construction of a football ground</u>
GCC 2.2	Sectional Completions are: NOT APPLICABLE
GCC 2.3(i)	The following documents also form part of the Contract: <u>(i) Contract Agreement, (ii) Letter of Award, and (iii) Specifications</u>
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Mauritius.
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: <div style="margin-left: 40px;"> <p>(a) for the Works, Plant and Materials: <u>Rs 5.0 Million</u></p> <p>(b) for loss or damage to Equipment: <u>Rs 5.0 Million</u></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <u>Rs 5.0 Million</u></p> </div> <div style="margin-left: 40px;"> <p>(d) for personal injury or death: (i) of the Contractor's employees: <u>Rs 2.0 Million</u></p> </div>

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

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

GCC 44.1	<p>The Contract <i>[insert “is” or “is not”]</i> subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients <i>[specify “does” or “does not”]</i> apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent adjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(b) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent adjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be <i>[insert index]</i>.</p> <p>The index for the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
GCC 45.1	The proportion of payments retained is: 5%
GCC 46.1	<p>The liquidated damages for the whole of the Works are Rs 3,000 per calendar day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the value of the works.</p>
GCC 47.1	The Bonus for the whole of the Works <u>is not applicable under this contract</u>
GCC 48.1	<p>The Advance Payments shall be: 15% of the contract price from the provisional and contingencies sum and shall be paid to the Contractor no later than 30 days from the date of signature of contract.</p>
GCC 49.1	<p>The Performance Security amount is 10% of the contract amount</p> <p>(a) Bank Guarantee: amounting to 10% of contract amount valid up to the issue of the defects liability certificate that is until the issue of the final</p>

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

Section VIII - Contract Forms

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

Table of Forms

Letter of Acceptance	70
Contract Agreement	71
Performance Security	73
Form for Preference Security.....	51
Advance Payment Security	75

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

Performance Security

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

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

Date.....

PERFORMANCE GUARANTEE No.:.....

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

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

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

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

Signature(s).....

Sample Form of Preference Security

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

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible
to you, on behalf of the Contractor, up to a total of _____ [amount
of Guarantee]⁹, we undertake to pay you, upon your first written demand and without
your having to substantiate such demand any sum within the limit of
_____ [amount of Guarantee].¹

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

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

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

Signature and Seal of the Guarantor

Name of Bank _____
Address _____

Date _____

⁹ Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

Advance Payment Security

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

Beneficiary: *[Name and Address of Employer]*

Date:

Advance Payment Guarantee No.:

We have been informed that *[name of the Contractor]* (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the Contract]* dated with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called “the Contract”).

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

At the request of the Contractor, we *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* * (. *[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

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

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

Note –

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

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

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to

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