



# **THE DISTRICT COUNCIL OF MOKA**

**Ref: W/OAB/02/2018**

## **STANDARD BIDDING DOCUMENTS**

**for**

### **DESIGN, DEMOLITION AND RECONSTRUCTION OF BRIDGE AT BOIS CHERI ROAD- ST PIERRE (PONT BD)**

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12 June, 2018



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AMENDMENTS TO DOCUMENT DATED 06 MAY 2014

PART I	Section I	<b><u>Instructions to Bidders</u></b> Clause 39.3(b)(Amended)
PART II	Section 3	<b><u>Conditions of Particular Application</u></b> Sub-clause 4.2(d) (Amended)

AMENDMENTS TO DOCUMENT DATED 07 APRIL 2014

PART II	Section 5	<b><u>Form of Bid and Appendix to Bid</u></b> Paragraph (k) (Added)
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AMENDMENTS TO DOCUMENT DATED 08 NOVEMBER 2013

PART I	Section I	<b><u>Instructions to Bidders</u></b> Clause 3.5 (Added)
PART II	Section 3	<b><u>Conditions of particular Application</u></b> Sub- Clause 15.6 (g) (Added)
	Section 5	<b><u>Form of Bid and Appendix to Bid</u></b> Form of Bid (Amended)



# Foreword

The Standard Bidding Documents in this publication, follow the Standard Bidding Documents of the Asian Development Bank (ADB), and have been prepared pursuant to section 7 (c) of the Public Procurement Act 2006 for use by public bodies, mainly for procurement of works Design-Build concept. The Single-Stage (one envelope) procedure assumes that prequalification of bidders has taken place before bidding.

For projects where the Public Body is unsure of the specifications or technologies it should adopt and wish to be aware of the solutions available to it in the market, consideration should be given to the Two Stage Bidding instead of Design-Build and Turnkey option.

Those wishing to submit comments or suggestions on the Bidding Documents or to obtain additional information on procurement in Mauritius are encouraged to contact:

The Director  
Procurement Policy Office  
Ministry of Finance and Economic Development  
Level 8, Emmanuel Anquetil Building, Port Louis, Mauritius  
Tel: No. (230)201-3760 & Fax: No. (230)201-3758  
Email: [mof-pposecretariat@govmu.org](mailto:mof-pposecretariat@govmu.org)



## Preface

The Standard Bidding Documents for Design-Build projects may be used through national or international competitive bidding. Their use is encouraged as the procedures and practices they incorporate have been developed through broad international practice and experience.

The Conditions of Contract for Design-Build of FDIC's Conditions of Contract from "Plant and Design-Build", First Edition 1999. Some proposed clauses for Part II (Conditions of Particular Application) of the FDIC Conditions have been included in Part II. Finally, it would be up to the Public Body (Employer) to adapt the Conditions of Particular Application to suit the requirements of specific projects.

In respect to past experience, the Contractor may not always be responsible for total design as the contract may contain components where the Employer has provided the design criteria or where the Employer wishes to execute part of the detailed design under the supervision of the Contractor.



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## Instructions

These Standard Bidding Documents are intended to serve as a model for Design-Build type of contracts. The procedures and practices presented in the documents may be helpful in the drafting of bidding documents for Design-Build contracts.

Procurement for projects under Design-Build shall be conducted in the same manner as specified for procurement of Works under the Public Procurement Act and the Procurement Regulations 2008.

Use of the documents requires among other things completing the specific details and deleting inappropriate provisions in all the places indicated. The following directions should be observed when using the documents:

- (i) All the documents listed in the Contents are normally required. However, they should be adapted as necessary according to the circumstances of the particular project.
- (ii) Single Stage one-envelope bidding procedure: In the Single Stage one envelope bidding procedure, bidders submit one envelope containing the price proposal and the technical proposal. The envelope is opened in the presence of bidders' representatives who choose to attend. The total amount of each bid and any alternative bid, and other relevant details are read out and recorded, the bid is evaluated and the award of contract is made to the lowest evaluated substantially responsive bidder.

The Single Stage one-envelope bidding procedure should be utilized for contracts where the civil works content is very high and the design works are related to conventional type of works where there is not likely to be wide variance in the prices such as for roads, pipelines, industrial buildings and power transmission line projects. This option assumes prequalification.

- (iii) Single Stage two-envelope bidding procedure: The Single Stage two envelope bidding procedure should be used in situations similar to the Single Stage one envelope procedure except that in this case the design concept and skill required is more advanced although there is not likely to be problems in the evaluation of alternative proposals for machinery or equipment. The two envelope procedure is preferred so as not to let the price influence the technical evaluation. This option assumes prequalification to ensure that only experienced and financially capable firms will submit bids for civil works Design-Build contracts, and contracts for the fabrication of expensive and technically complex items.

- (iv) Where the Public Body considers that the project under reference is not complex and is below the threshold requiring pre-qualification, it may opt to use the bidding documents for the single stage without prequalification (Circular NO. 9 of 2012). In such cases the following amendments have to be brought to the documents:



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6.1 (b) (i) [Specify qualification requirements for bidders, including members of joint ventures, equipment manufacturers and subcontractors. Requirements should specify financial capacity, technical capability, minimum acceptable levels with regard to Bidder's experience in supplying and installing facilities with comparable technical/ parameters, its manufacturing and installation capacity, its financial capacity and other relevant factors such as work in hand, future and current litigations]; and

(ii) submit proposals regarding work methods, scheduling and resourcing which shall be, provided in sufficient detail to confirm the bidders capability to complete the works in accordance with the Employer's Requirements, the specifications and the time for completion.

(ii) **Two-Stage bidding procedure:**

For the Two Stage Bidding the following procedure shall apply:

- (a) The first stage bid will consist of a technical bid only, without any reference to prices, and a list of any deviations to the technical and commercial conditions set forth in the bidding documents or any alternative technical solutions a Bidder wishes to offer, and a justification therefore, always provided that such deviations or alternative solutions do not change the basic objectives of the project. Following evaluation of the first stage bids, the Employer will invite each Bidder who meets the minimum acceptable qualification criteria and who has submitted a technically responsive first stage bid to a clarification meeting, during which the Bidder's bid will be reviewed and all required amendments, additions, deletions and other adjustments will be noted and recorded. Only those bidders submitting a technically responsive and acceptable first stage bid will be invited to submit a second stage bid.
- (b) The second stage bid will consist of:
  - (i) an updated technical bid incorporating all changes required by the Employer or as necessary to reflect any amendment to the bidding documents issued subsequent to submission of the first stage bid, and
  - (ii) the commercial bid.

The Two-Stage bidding procedure should be utilized for projects where alternative technical proposals are possible such as for certain types of machinery or equipment or for certain types of manufacturing plants. As only experienced bidders are expected to submit bids for such projects and as prequalification is not generally required for equipment and machinery, post qualification of bidders is included in the bidding documents. In the detailed evaluation of the bidders' technical proposals, the qualifications of the bidders in respect of experience and financial capacity are evaluated in the first instance and bidders who do not meet the post-qualification criteria are not considered further.

- (iv) The majority of Design-Build contracts will be covered by either the single stage or two stage bidding.



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The most common situations where a Two-Stage bidding procedure is adopted, are: (a) the Public Body is unsure of the specifications it should adopt and would like first to see the options available to it in the market; and (b) where the Public Body is aware of its options in the market but for a given set of performance requirements there are two or more equally acceptable technical solutions available to the Public Body.

- (v) In addition, the Public Body may consider it appropriate to include prequalification with a Two-Stage bidding procedure.
- (vi) Specific details, such as the name of the Employer, address for bid submission etc., should be furnished in the spaces indicated.
- (vii) The footnotes and "boxed" notes in the standard documents and notes preceding each standard document in the text are not part of the contract documents, but contain guidance and instructions for the user. Do not retain them, in the actual bidding documents.
- (viii) Where alternative Clauses or texts are shown, select those which best suit the particular works and discard the text which is not appropriate.
- (ix) The criteria for bid evaluation in the Instructions to Bidders must be carefully reviewed in every case and new or different criteria may be added. Only evaluation criteria that are appropriate for use for the particular works in question should be retained, the rest should be deleted. In case new criteria are added the 'Instructions to Bidders' must specify which formulae and/or limits will be used to express in monetary terms the result of the application of such criteria.
- (x) It is a common practice to have a marking system for the evaluation of responsive bids in respect of Design-Build projects. The weightage in respect of the technical proposals and the price proposal should be well balanced to reflect their relative importance depending on the specific characteristics of projects.
- (x) When using the FDIC's Conditions of Contract, "Part I -General Conditions' should preferably be retained intact to facilitate perusal by bidders. "Part I- General Conditions of FIDIC is not reproduced in these documents. Modifications to the General Conditions should be introduced in "Part II - Conditions of Particular Application".
- (xi) The subsection entitled "Part II - Conditions of Particular Application" included in these standard documents only provides guidance on the various topics that should or may be covered in that Part. The user of these standard documents must specifically draft provisions for that Part as appropriate to the specific project.



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# **BIDDING DOCUMENTS**

**Issued on: 18 June 2018**

**for**

## **DESIGN, DEMOLITION AND RECONSTRUCTION OF BRIDGE AT BOIS CHERI ROAD ST- PIERRE (PONT RD)**

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**Procurement Reference No.: W/OAB/02/2018**

**Project: DESIGN, DEMOLITION AND  
RECONSTRUCTION OF BRIDGE AT ST BOIS CHERI  
ROAD ST- PIERRE (PONT RD)**

**Public Body: THE DISTRICT COUNCIL OF MOKA**



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## **Invitation for Bids**



## INVITATION FOR BIDS

### ***Notes on the Invitation for Bids***

***The Invitation for Bids should be issued to all contractors who were determined by the Public Body to be qualified in accordance with the Public Body's prequalification procedure. These bidding documents must be vetted by the Central Procurement Board if the potential contract is likely to be a major contract.***

***Its purpose is to supply information to enable prequalified bidders to decide on their participation.***

***The Invitation for Bids should also be incorporated in the bidding documents.***



## INVITATION FOR BIDS

Date: 18 June, 2018

### Procurement Reference No.: W/OAB/02/2018

1. The District Council of Moka invites sealed bids from eligible bidders for design build/turnkey and completion of Design, Demolition and reconstruction of Bridge at St PIERRE ("the Works").
2. Bidders may obtain further information from CWI, Mr. J. Rammah at The District Council of MOKA, Head Office, Quartier MILITAIRE.
3. All bids must be accompanied with a **signed bid securing declaration form in the format contained in the bidding document**, and must be deposited in the **Tender Box located at the Ground Floor, The District Council of Moka, Quartier Militaire, at or before Tuesday 24 July, 2018@ Noon**.

Bids will be opened immediately thereafter in the presence of bidders' representatives who choose to attend.

4. In the comparison of bids, the Employer will grant a margin of preference to

[Alternative A] 3 eligible goods manufactured in Mauritius

[Alternative B] <sup>6</sup> eligible domestic contractors including eligible joint ventures with foreign contractors in accordance with the procedures outlines in the bidding documents.

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The text of the Invitation for Bids and the texts of the other documents herein must indicate which agency Will act as the Employer.

2 Coordinate with sub-Clause 27, 1, Instructions to Bidders, Bid Opening

3 Select only one of the two alternatives, See Instructions to Bidders, Clause 34, Alternative A and Alternative B.



## **SECTION 1**

### **INSTRUCTIONS TO BIDDERS**

#### **(SINGLE STAGE BIDDING PROCEDURE)**

##### ***Notes on the Instructions to Bidders***

***Section 1 should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should give information on bid submission, opening and evaluation, and on the award of contract.***

***Matters governing the performance of the Contractor under the Contract, payments under the Contract, or matters affecting the risks, rights, or obligations of the parties under the Contract are normally not included in this section, but rather in the sections on general or particular conditions of contract. If duplication of a subject is inevitable in the different sections of the documents, the user should exercise care to avoid contradiction or conflict between clauses dealing with the same topic.***



## Section 1 - Instruction to Bidders

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<p><b>A. General</b></p> <p>1. Scope of Bid</p> <p>2. Public Entities Related to Bidding Documents &amp; to challenge &amp; appeal.</p> <p>3. Corrupt or Fraudulent Practices</p> <p>4. Eligible Bidders</p> <p>5. Eligible Materials, Equipment and Services</p> <p>6. Qualification of the Bidder</p> <p>7. One Bid per Bidder</p> <p>8. Cost of Bidding</p> <p>9. Site Visit</p> <p><b>B. Bidding Documents</b></p> <p>10. Content of Bidding Documents</p> <p>11. Clarification of Bidding Documents</p> <p>12. Amendment of Bidding Documents</p> <p><b>C. Preparation of Bids</b></p> <p>13. Language of Bid</p> <p>14. Documents Comprising the Bid</p> <p>15. Bid Form and Price Schedules</p> <p>16. Bid Prices</p> <p>17. Currencies of Bid and Payment</p> <p>18. Bid Validity</p> <p>19. Bid Security/Bid Securing Declaration</p> <p>20. Alternative Proposals by Bidders</p> <p>21. Pre-Bid Meeting</p> <p>22. Format and Signing of Bid</p>	<p><b>D. Submission of Bids</b></p> <p>23. Sealing and Marking of Bids</p> <p>24. Deadline for Submission of Bids</p> <p>25. Late Bids</p> <p>26. Modification and Withdrawal of Bids</p> <p><b>E. Bid Opening and Evaluation</b></p> <p>27. Bid Opening</p> <p>28. Process to be Confidential</p> <p>29. Clarification of Bids</p> <p>30. Preliminary Examination of Bids and Determination of Responsiveness</p> <p>31. Correction of Errors</p> <p>32. Conversion to Single Currency</p> <p>33. Evaluation and Comparison of Bids</p> <p>34. Margin of Preference</p> <p><b>F. Award of Contract</b></p> <p>35. Award</p> <p>36. Employer's Right to Accept any Bid and to Reject any of all Bids</p> <p>37. Notification of Award</p> <p>38. Signing of Contract Agreement</p> <p>39. Performance Security</p>
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## Section 1. Instructions to Bidders

### 1. Scope of Bid

#### A. General

1.1 The District Council of Moka<sup>1</sup> (hereinafter referred to as "the Employer"), wishes to receive bids for design-build and completion of Design, Demolition and reconstruction of Bridge at St Pierre, as defined in these bidding documents (hereinafter referred to as "the Works").

The works consist of survey, design, preparation of drawings and specifications for demolition and reconstruction of a bridge situated at St Pierre.

The Bridge will be approximately (5.0 mts wide x (7.0 mts length).

The initial bridge will have to be demolished and all debris to be carted away.

Any deviation of existing services must be taken into consideration by the bidder. The road has to be asphalted with hot premix asphalt with bitumen content 5.5% Footpath and Handrail have also to be provided.

1.2 The successful bidder will be expected to complete the Works within 4 Months<sup>2</sup> from the date of commencement of the Works.

### 2. Public Entities Related to Bidding Documents & to challenge & appeal

2.2 The public entities related to these bidding documents are the Public body, acting as procurement entity, the procurement policy office, in charge of issuing standard bidding documents and responsible for any amendment these may require, and the Independent Review Panel, set up under section 45 of the Public Procurement Act 2006 (hereinafter referred to as the Act).

3.2 Section 43, 44 and 45 of the Act provide for challenge and reviews mechanism. Unsatisfied bidders shall follow

<sup>1</sup> See definitions of the terms used in these documents (instruction to Bidders – Sub Clause 1.1 of Section 2: Part 1 – General Conditions).

<sup>2</sup> For contract of less than one year duration, use weeks. The figure indicated here should be the same as shown in the Appendix to Bid. (Section 5)



### 3. Corrupt or Fraudulent Practices

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.

4.2 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not) personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts.<sup>3</sup> In pursuance of this policy, the Government of the Republic of Mauritius.

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

- i. 'corrupt practice' is the offering, giving receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>4</sup>
- ii. "fraudulent practice" is any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>5</sup>
- iii. 'collusive practice' is an arrangement between two or more parties<sup>6</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. coercive practice" is impairing or harming or threatening to impair or harm, directly or indirectly, any party<sup>7</sup> or the property of the party to influence improperly the actions of a party;
- v. 'obstructive practice' is

<sup>3</sup> In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

<sup>4</sup> "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Purchaser's staff and employees of other organizations taking or reviewing procurement decisions.

<sup>5</sup> "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>6</sup> "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

<sup>7</sup> "Party" refers to a participant in the procurement process or contract execution



- (aa) deliberately destroying, falsifying altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer's investigation into allegations of a corrupt, fraudulent coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under sub-clause 4.2 below.

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

(c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated<sup>8</sup> sub-contractor consultant manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

3.2 Furthermore, bidders shall be aware of the provision under sub- clause 15.2 (f) of the conditions of contract, Part II.

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

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

3.5 The Employer commits itself to take all measures necessary

or, consultant, manufacturer or supplier, or service provider (different names are used depending on ment) is one which either has been: (i) included by the bidder in its pre-qualification application or fic and critical experience and know-how that are accounted for in the evaluation of the bidder's or the bid; or (ii) appointed by the Purchaser.



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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.

4.1 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country subject to section 17 of the Act. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

- (a) With a view to facilitating participation by bidders, the public body shall accept the submission by bidders of equivalent documentation when particular documents required by the bidding documents are not available or issued, for example, in a foreign bidder's country of origin.
- (b) Public bodies may also accept certifications from bidders attesting to compliance with eligibility requirements.

4.2 Public bodies may require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility requirements may concern

- (a) business registration, for which evidence may include the certificate of company registration
- (b) tax status, for which documentation of tax registration and tax clearance are relevant;
- (c) certifications by the bidder of the absence of a debarment order and absence of conflict of interest; and
- (d) certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.



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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.

4.4 (a) A firm 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 firms 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](http://ppo.govmu.org)

4.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) they are not dependent agency of the Government.

4.6 (1) While submitting any bid, a foreign individual, firm, company or institution, shall specify whether or not agent has been appointed in Mauritius, and if so:



## 5. Eligible Materials Equipment and services

- (a) the name and address of the agent;
- (b) the figure of the commission amount payable to the agent, type of currency and mode of payment;
- (c) any other condition agreed with the agent; and income tax registration certificate of the local agent and acceptance letter of the agent.

(2) If a bid submitted stated that there is no local agent, and if it is proved thereafter that there exists an agent or if a bid has stated an amount for a commission and it is proven that there exists a higher amount for that commission, action shall be taken against him for suspension and debarment in accordance with section 53 of the Act.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Public Body, as the Public Body shall reasonably request.

5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in Sub-Clause 4.1 above and all expenditures made under the Contract will be limited to such materials, equipment, and services. At the Employer's request, bidders may be required to provide evidence of the origin of materials, equipment, and services.

5.2 For purposes of Sub-Clause 5.1 above, "services" means the works and all project-related services including design services.

5.3 For purposes of Sub-Clause 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when through manufacturing, processing or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Alternative A:** To be used when the estimated cost of the project is below Rs. 100M.

## 6. Qualification of the Bidder

6.1 To be qualified for award of Contract, bidders shall:

- (a) ensure that the person signing the bid on behalf of the bidding firm is duly authorized to commit the company in the procurement process
- (b) have adequate financial capacity and technical capability



## 6. Qualification of the Bidder

to undertake the Contract. This will include the updating and reassessment of information which may previously have been considered during prequalification and an assessment of bidder's proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the Employer's Requirements and the time for completion.<sup>9</sup>

**Alternative B:** To be used when the estimated cost of the project is above Rs. 100M.

### 6.1 To be qualified for award of Contract, bidders shall:

(a) submit written confirmation of authorization to sign on the Bidder behalf of the Bidder which could be in the form of power of attorney or in any other form demonstrating that the representative has been duly authorized to sign or; and

(b) have adequate financial capacity and technical capability to undertake the Contract. This will include the updating and reassessment of information which may previously have been considered during prequalification and an assessment of bidder's proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the Employer's Requirements and the time for completion.<sup>10</sup>

6.1 (i) Bidder shall have undertaken a minimum average financial value of construction work of Rs. 15 million over the last 3 years.

(ii) Bidder must have experience in similar nature of work

(iii) Bidder shall have the least of equipment stated below for proper executed works (1) Excavation Backhoe Loader (2) Concrete Mixer (3) Pump (High Pressure) (4) Lorries.

(iv) Show evidence of adequate working capital of at least Rs 3.0 M (three million rupees) (access for line of credit).

(v) Having a contract Manager with at least 5 years of works experience of similar nature of works. (CV of Contract Manager to be submitted)

(vi) The proposed Consultant designing the bridge has to have at least 5 years' experience and be registered with the Council of Register Professional Engineer of Mauritius. (CV of Design Engineer to be submitted).

<sup>9</sup> If considered necessary, reference may also be made to work in hand, future commitments, and current litigation.

<sup>10</sup> If considered necessary, reference may also be made to work in hand, future commitments, and current litigation.



(vii) The bidder shall have a Registered Civil Engineer Form with at least 3 years' experience in the supervision of the construction works and ensure quality control and submitted all the test results in a timely manner.

6.2 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) the bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners;
- (b) one of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners,
- (c) the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract'
- (d) all partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

6.3 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the Employer's Requirements and the completion time referred to in Sub-Clause 1.2 above.

## **7. One Bid Per Bidder**

7.1 Each bidder shall submit only one bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will cause all those bids to be rejected.

## **8. Cost of Building**

8.1 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, regardless of the conduct or outcome of the bidding process.

## **9. Site Visit**

9.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the



The costs of visiting the Site shall be at the bidder's own expense.

9.2 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

9.3 The Employer may conduct a Site visit concurrently with the Pre-Bid Meeting referred to in Clause 21.

## **B. Bidding Document**

### **10. Content of Bidding Documents**

10.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in Documents accordance with Clause 12:

	Invitation for Bids
Section 1	Instructions to Bidders
2	Part I - General Conditions
3	Part II - Conditions of Particular Application
4	Employer's Requirements
5	Form of Bid and Appendix to Bid
6	Sample Forms
7	Schedules
8	Drawings

10.2 The bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 30, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

### **11. Clarification of Bidding Documents**

11.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax hereinafter the term "fax" is deemed to include electronic transmission) at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which it receives earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response, including a description of the inquiry, will be forwarded to all purchasers of the bidding documents.

### **12. Amendment of Bidding Documents**

12.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.



12.2 Any addendum thus issued shall be part of the bidding

12.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause 24.

### C. Preparation of Bids

#### 13. Language

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

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

**Alternative A:** To be used when the estimated cost of the project is below Rs. 100M.

#### 14. Documents Comprising the Bid

14.1 The bid submitted by the bidder shall comprise the following:

- (i) Bid Form and Appendix to Bid;
- (ii) Form of Bid Security or Bid Securing
- (iii) Information on Qualification;
- (iv) Confirmation of Eligibility;
- (v) Schedules of Prices.
  - Design, Drawings and Documentation
  - Plant and Equipment, including Mandatory Spare Parts Supplied from outside the Employer's Country;
  - Plant and Equipment, including Mandatory Spare Parts supplied from within the Employer's Country;
  - Civil Works, Installation and Other Services; • Grand Summary; and
  - Recommended Spare Parts.
- (vi) Schedule of Payment;
- (vii) Schedule of Coefficients and Indices for Price Adjustment;
- (viii) Schedule of Major Items of Equipment;
- (ix) Schedule of Major Items of Constructional Plant;
- (x) Schedule of Key Personnel;
- (xi) Schedule of Subcontractors;



- (xii) Schedule of Recommended. Spare Parts,
- (xiii) Schedule of Compliance with the Bidding Document; and
- (xiii) Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders..

**Alternative A:** To be used when the estimated cost of the project is above Rs. 100M.

#### 14. Documents Comprising the Bid

14.1 The bid submitted by the bidder shall comprise the following: .

- (i) Bid Form and Appendix to Bid,
- (ii) Form of Bid Security or Bid Securing
- (iii) Written Authorization for signing the bid,
- (iv) Information on Qualification,
- (v) Confirmation of Eligibility;
- (vi) Schedules of Prices
  - Design, Drawings and Documentation
  - Plant and Equipment, including Mandatory Spare Parts Supplied from outside the Employer's Country;
  - Plant and Equipment, including Mandatory Spare Parts supplied from within the Employer's Country;
  - Civil Works, Installation and Other Services
  - Grand Summary; and
  - Recommended Spare Parts.
- (vii) Schedule of Payment,
- (viii) Schedule of Coefficients and Indices for Price Adjustment,
- (ix) Schedule of Major Items of Equipment;
- (x) Schedule of Major Items of Constructional plant;
- (xi) Schedule of key personal
- (xii) Schedule of subcontractors;
- (xiii) Schedule of Recommend Spare Parts;
- (xiv) Schedule of Compliance with the Bidding Document; and
- (xv) Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.

#### 15. Bid Form and Price Schedule

15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents in the manner and detail indicated therein following the requirements of Clauses 16 and 17;

#### 16. Bid Price

16.1 Unless specified otherwise in Employer's Requirements Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design,



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manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc., operation maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the Conditions of Contract.

16.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedules of Prices.

16.3 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies, and charges payable in the Employer's country as of twenty eight (28) days prior to the deadline for submission of bids, as follows:

- (a) Design including all necessary drawings and documentation for the Work.
- (b) Plant and equipment to be supplied from outside the Employer's country (Schedules of Prices: II) shall be quoted on a CIF port-of entry. In addition, the FOB price and import duties and taxes shall also be indicated separately.
- (c) Plant and equipment manufactured or fabricated within the Employer's country (Schedules of Prices: III) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable) basis and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities. In addition, VAT shall be indicated separately.
- (d) Civil Works, Installation and Other Services shall be quoted separately (Schedules of Prices: IV) and shall include rates or prices for all labour contractor's equipment, temporary works, materials consumables and all matters and things of whatsoever nature, including local transportation operations and maintenance services, the provision of operations and maintenance manuals training etc. where identified in the bidding documents, as necessary for the proper execution of the Civil Works, Installation and Other Services.
- (e) Recommended spare parts shall be quoted separately (Schedules of Prices: VI) as specified in either subparagraph (b) or (c) above in accordance with the origin of the spare parts.



16.4 The terms EXW, CIF, and FOB shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, Paris.

16.5 Prices quoted by the bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost of labor, fuel, material, equipment and transportation components in accordance with the procedures specified in Sub-Clause 13.17 of the conditions of Particular Application. The price adjustment will not be taken into consideration in Bid evaluation. Bidders are required to indicate the source labor, equipment and material indices in the schedule of Coefficients and Indices for Price Adjustment.

## 17. Bid Currencies

17.1 Prices shall be quoted in the following currencies:

(a) **the prices shall be quoted either in the currency of the bidder's home country,**

(b) a bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in its Bid; and

(c) if some of the contract expenditures related to Civil Works, Installation and Other services pursuant to Clause 16.3(d) are to be in Mauritius, such expenditures shall be in foreign and/or local currency, depending in the currency in which the costs are to be incurred.

17.2 Bidders shall indicate the expected foreign currency requirements in the Appendix to Bid.

17.3 Bidders may be required by the Employer to clarify their local and foreign currency requirements and to substantiate that the amounts included in the schedule of prices and shown in the Appendix to Bid are reasonable and responsive to Sub-Clause 16.1 in which case a detailed breakdown of its foreign currency requirements shall be provided by the bidder.

17.4 During the progress of the Works, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor to reflect any changes in foreign currency requirements for the contract, in accordance with *Clause 13.15 of the Conditions of Particular Application*. Any such adjustment shall be effected by comparing the amounts quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.



**18. Bid Validity**

18.1 Bids shall remain valid for a period of 90 days after the closing date for submission of bids specified in Sub-Clause 24.1

18.2 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 or by fax. A bidder may refuse the request without forfeiting its bid security or having the bid securing declaration executed. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security or bid securing declaration for the period of the extension, and in compliance with Clause 18 in all respects.

***Bid Security***

***Alternative A: To be used when a Bid Security is required.***

**19. Bid Security Declaration**

19.1 The Bidder shall furnish, as part of its bid, bid security in the amount of \_\_\_\_\_

[indicate amount in currency of Employer's country]<sup>11</sup> or an equivalent amount in a freely convertible currency.

19.2 The bid security shall be from a local commercial bank or from an overseas reputable bank. The format of the bank guarantee shall be in accordance the sample form of bid security included in Section formats may be permitted, subject to the prior approval of the Employer. The bid security shall remain valid beyond the original validity period for the Bid and beyond any period of extension subsequently under Sub- Clause 18.2.

19.3 Any bid not acceptable bid security shall be rejected by the non-responsive.

19.4 The bid securities of unsuccessful bidders will be returned as promptly as possible but not later than 28 days after the expiration of the period of bid validity.

19.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security

19.6 The bid security may be forfeited.

<sup>11</sup> The same as quoted in the Invitation for Bids. To avoid leakage of bidder's prices originating in the bid security, a fixed sum should be specified, in preference to a percentage of the bid price. The sum should be of the estimated cost of the Works. Alternatively, if the Employer wishes to specify a percentage indicated as a "minimum of percent" to enable bidders to provide in excess of the minimum and



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- (a) if the bidder withdraws its bid, except as provided in Sub- Clause 26.1;
  - (b) If the bidder does not accept the correction of its bid price, pursuant to Sub- Clause 31.2; or
  - (c) In the case of a successful bidder, if it fails within the specified time limit to
    - (i) Sign the contract Agreement, or
    - (ii) Furnish the required performance security, or
    - (iii) ~~Furnish the required domestic preference security.~~<sup>12</sup>

### ***Alternative to Bid Security***

***Alternative B: To be used when a Bid Security Declaration (BSD) is required.***

## **19. Bid Security Declaration**

19.1 The Bidder shall furnish as part of its bid a Bid Securing Declaration, accepting that if it withdraws or modifies its bid during the period of validity of the bid or does not accept correction of arithmetical error or if it is awarded the contract and fails to sign the contract or to submit a performance security before the deadline defined in the bidding documents, it may be disqualified for a period of time from being eligible for bidding in any contract.

The Bid Securing Declaration shall be in the format contained in section 6, signed and duly endorsed by the Bidder.

### ***Alternative proposals by Bidders***

***Alternative A: To be used when alternative proposals are not permitted.***

## **20. Alternative Proposals by Bidders**

20.1 Bidders shall submit offers which comply with the documents Proposals by including the basic Employer's Requirements as indicated in Bidders the bidding documents. Alternatives will not be considered. The attention of bidders is drawn to the provisions of Clause 30 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

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<sup>12</sup> Delete where domestic preference IS not applicable or where domestic preference security IS not required.



### ***Alternative proposals by bidders***

***Alternative B: Technical alternative accepted, but only that of the lowest evaluated substantially responsive bidder considered.***

#### **21. Pre- Bid Meeting**

20.1 Bidders wishing to offer technical alternatives to the Employer's Requirements must first price the Employer's Requirements as described in the bidding documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methods. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the Employer.

21.1 The bidder or its official representative is invited to attend a pre-bid meeting which will take place at the Site situated at **Bois Cheri Road St-Pierre (Pont Bd)** on **29 June 2018 at 10.00 hours** [to contact Mr. O. Sookun on 57611783 for confirmation].

21.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

21.3 The bidder is requested to submit any questions in writing or by fax, to reach the Employer not later than one week before the meeting.

21.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any response prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document from the sources indicated in the Invitation for Bids. Any modification of the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 12.2 and not through the minutes of the pre-bid meeting.

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

#### **22. Format and signing of Bid**

22.1 The bidder shall prepare one original and 1 (one) copy of the bid documents comprising the bid as described in Clause 13 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.



### 23. Sealing and Marking of Bids

22.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub- Clauses 6 1 (a) or 6 2 (b), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

22.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

22.4 The bidder shall furnish information as described in the Form of Bid on commission or gratuities, if any, paid or to be paid relating to this Bid, and to contract execution if the bidder is awarded the contract.

### D. Submission of Bids

23.1 The bidder shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY".

23.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the following address: The District Council of Moka, Royal Road Quartier Militaire, and
- (b) bear the following identification,
  - Bid for Design, Demolition and reconstruction of Bridge at St Pierre
  - Bid Reference Number: W/OAB/02/2018
  - DO NOT OPEN BEFORE Tuesday 24 July 2018 at Noon [date and time for bid opening, per Sub-Clause 27. 1]

23.3 In addition to the identification required in Sub-Clause 222 the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 25.

23.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

### 24. Deadline of Submission of Bid

24.1 Bids must be received by the Employer at the address specified above no later than Tuesday 24 July, 2018 at Noon



**25. Late Bids**

24.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the extended new deadline.

25.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 24 will be rejected and returned unopened to the bidder.

**26. Modification and withdrawal of Bid**

26.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

26.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 23, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.

26.3 No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clauses 26.2 and 31.2.

26.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Sub-Clause 18.1 may result in the forfeiture of the bid security or in the execution of the bid securing declaration pursuant to Sub-Clause 19.6 or 19.1 respectively whichever is applicable.

**E. Bid Opening and Evaluation****27. Opening Bid**

27.1 The Employer will open the bids, including modifications made pursuant to Clause 26, in the presence of bidders or representatives who choose to attend, on Tuesday 24 July 2018 at 13 hours at the following location: Council Room, 1<sup>st</sup> Floor, The District Council of Moka, Royal Road Quartier Militaire. The bidders' representatives who are present shall sign a register evidencing their attendance.

27.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 26 shall not be opened.



## **28. Process to Be Confidential**

27.3 The bidders' names, the Bid Prices, including any alternative Bid Price, any discounts, bid modifications and withdrawals, the presence or absence of bid security or bid securing declaration, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidders' representatives will be required to sign this record.

27.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 27.3.

## **29. Clarification of Bids and contacting the Employer**

28.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

29.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in, accordance with Clause 31.

29.2 Subject to Sub-clause 29.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

29.3 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification its bid may be rejected.

## **30. Preliminary Examination of Bids and Determination of Responsiveness**

30.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria of the Public Body; (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the bidding documents, and (v) provides any clarification and/or substantiation that the Employer may require pursuant to Clause 29.

30.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:



### 31. Correction of Errors

- (i) which affects in any substantial way the scope, quality or performance of the Works;
- (ii) which is inconsistent with the bidding documents and limits in any substantial way, the Employer's rights or the bidder's obligations under the Contract; or
- (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

31.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical error.

Arithmetical errors will be rectified on the following basis:

- (a) If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected.
- (b) ) If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

31.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security or bid securing declaration may be forfeited or executed respectively in accordance with Sub-Clause 19.6 (b) or 19.1 whichever is applicable.

### 32. Conversation to Single Currency

32.1 The Employer will convert the amounts in various currencies Single Currency in which the Bid Price is payable to the currency of the Employer's country at the selling exchange rates officially prescribed for similar transactions as established by Bank of Mauritius on the date of opening of bids.

### 33. Evaluation and Comparisons of Bid

33.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 30.

33.2 For plant and equipment, the comparison shall be of the ex- factory price of plant and equipment offered from within the Employer's country, (such price to include all costs as well as duties and taxes paid or payable



and raw material or to be incorporated in the plant and equipment) and the CIF-named port of destination price offered from outside the Employer's country; plus, duties and taxes payable, the cost of local transportation, civil works, installation and other services required under the contract. The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in Sub-Clause 33.4.

33.3 The employer will carry out a detailed evaluation of the bids in order to determine whether the bidders confirm to meet the prequalification requirements and whether the bids are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

(a) Qualification

- (i) the determination will take into account the Bidder's updated financial technical and production capabilities and past performance; it will be based upon an examination of the documentary evidence submitted by the Bidder, pursuant to Sub-Clause 6.1 (b), as well as such other information as the Employer deems necessary and appropriate; and
- (ii) an affirmative determination will be a prerequisite for the Employer to continue with the evaluation of the bid; a negative determination will result in rejection of the Bidder's bid

(b) Technical

- (i) overall completeness and compliance with the Employer's Requirements; the technical merits of plant and equipment offered and deviations from the Employer's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site, quality, function and operation of any process control concept included in the bid,
- (ii) achievement of specified performance criteria by the facilities
- (iii) type, quantity and long-term availability of spare parts and maintenance services;
- (iv) (any other - N/A



**INCLUDE ANY OTHER SPECIFIC ADDITIONAL CRITERIA THAT THE EMPLOYER DEEMS NECESSARY OR PRUDENT TO BE TAKEN INTO CONSIDERATION. NOTE THAT THE METHOD OF APPLICATION MUST BE INCLUDED IN THE SUB- CLAUSE 33.4 (f).**

(c) Commercial

- (i) the cost of all quantifiable deviation and omissions from the contractual and commercial conditions and the Employer's Requirements as identified in the bid, and other deviations and omissions not so identified,
- (ii) compliance with the time schedule called for in Appendix to Bid and evidenced as needed milestone schedule provided in the bid,
- (iii) the projected operating costs during the life of the facilities,
- (iv) the functional guarantees of the facilities offered, and
- (v) the extra cost of work, services, facilities etc., required to be provided by the Employer or their parties.

33.4 Pursuant to Sub-Clause 33.3, the following evaluation methods will be followed;

(a) **Contractual and commercial deviations:** The evaluation shall be based on the evaluated cost for fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. The Employer will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of bids.

(b) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause 1.2 and the Appendix to the Bid.



***Alternative A: To be used when alternative time schedules are not permitted***

Bidders submitting bids which deviate from the time schedule specified will be rejected.

***Alternative B: To be used when alternative time schedules are permitted***

No credit will be given to earlier completion. However, the bids offering a completion date beyond the period specified shall be adjusted in the evaluation by adding (indicate factor)<sup>13</sup> to the bid price. Bids offering a completion date beyond (indicate maximum period)<sup>14</sup> shall be rejected.

- (c) Operating costs: Since the operating costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated and based on prices furnished by the Bidder in Schedules of Prices: II and III as well as on past experience of the Employer or other employers similarly placed, such costs shall be added to the bid price for evaluation.

***Alternative A: To be used when the factors are specified in this clause.***

The Operating cost factors for calculation are:

- (i) number of years for initial period of operation [it is recommended that the initial period of operation not exceed the usual period before a major overhaul of the facilities. Usually between five to ten years.]
- (ii) operating costs [e.g. fuel and/or other input, unit cost, annual and total operational requirements.]
- (iii) rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) above for the period specified in (i).

<sup>13</sup> The rate may be a fixed amount per month or prorata per week of delay related to the loss of benefits to the Employer

<sup>14</sup> The accepted period between the minimum and maximum time 'for completion should be such that the percentage or amount corresponding to the maximum period for completion should be less than or equal to the percentage or amount of liquidated damages stated in The Appendix to Bid.



**Alternative B:** To be used when the methodology of calculation is specified in the bidding documents.

The methodology of calculation is specified  
In \_\_\_\_\_<sup>15</sup>

The price of recommended spare parts quoted in Schedule of prices: ~~VI~~ shall not be considered for evaluation.

**(d) Functional Guarantee of the facilities:**

- (i) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed facilities in response to the Employer's Requirements Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Employer's Requirements to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.
- (ii) For the purposes of evaluation an adjustment of (indicate factor)<sup>16</sup> will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder below (or above) the value specified in the Employer's Requirements.

- (e) Work, services, facilities etc., to be provided by the Employer:** Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding documents, the Employer shall assess the costs of such additional work, services and/or facilities during the contract period. Such costs shall be added to the bid price for evaluation and

<sup>15</sup> Insert relevant section and clause no.

<sup>16</sup> Adjustment factors used for bid evaluation will be [amount in the currency of bid evaluation] for each one percent (1%)- or prorate for less than one percent - (drop or excess) of the rate specified in the Employer's Requirements [reference] or the value committed in the responsive bid with the most performing functional guarantees. [Delete the inapplicable option.]



(f)

N/A

33.5 (a) Any adjustment in price which results from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price": Bid prices quoted by Bidders shall remain unaltered.

(b) The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.

(c) The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period or execution of the Contract, shall not be taken in bid evaluation.

(d) If the bid of the successful bidder is substantially below the Employer's estimate for the contract, the Employer may require the bidder to produce detailed price analysis to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 38 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.



### 34. Margin of Preference

34.1 A Margin of Preference shall apply as defined hereunder

The following procedure shall be used to apply the Margin of Preference:

(a) responsive bids shall be classified into the following groups:

- Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference for International Bidding or National, Bidding and
- Group B. all other bids;

(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.

*Alternative A: Where the CIF cost of equipment inclusive of duties and taxes to be used on the permanent works is less than 60 per cent of the total value of works then the contract can be classified as civil works and preference will be granted to eligible domestic contractors in accordance with the following provisions:*

34.2 1. 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

(a) A local Small and Medium Enterprise, having an annual turnover not exceeding Rs 50million or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs50 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 %.



- a) 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.

34.3 Bidders applying for the Margin of Preference shall submit, as part of their bidding documents evidence of:

- (a) their incorporation in the Republic of Mauritius;
- (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;
- (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.
- (d) A financial statement signed by a certified Accountant vouching that the annual turn-over of the local Small and Medium enterprise (where applicable) does not exceed Rs 50M.

**Alternative B: In large and complex packages for Design-Build and Turnkey Contracts where the CIF cos of equipment inclusive of duties and taxes to be used in the permanent works equals or exceeds 60 per cent of the total value of works, then the preference cannot be granted to the contractor but to domestically manufactured equipment in accordance with the following provisions:**

34.4 (a) The preference margin shall not be applied to the whole package but only to the domestically manufactured equipment within the package.

(b) Equipment offered from abroad shall be quoted CIF and equipment offered locally shall be offered EXW (inclusive of duties and taxes).



(c) All other cost components, such as design, works installation and supervision shall be quoted separately.

(d) The margin of preference shall be 15 % to local small and medium enterprises for international bidding, where the value of local inputs in respect of labour and/or materials account for 30 % and above;

For national bidding, local small and medium enterprises having an annual turnover not exceeding Rs 50 million, shall receive a margin of preference of 10%, where the value of local inputs in respect of labour and/or materials account for 30 % and above;

(e) In the comparison of bids, only the CIF price in each bid of the equipment offered from outside the Employer's country shall be increased by the margin of preference.

(f) No preference shall be applied for any associated services or works included in the package.

(g) Bidders should not be permitted or required to modify the mix of local and foreign equipment after bid opening.

34.5 Bidders applying for Margin of Preference shall submit, as part of their bids:

(i) A cost structure for the goods item manufactured locally as per the format contained at section 6;

(ii) A financial statement signed by a certified Accountant vouching that the annual turnover of the local Small and Medium Enterprise does not exceed Rs 50M, and

(iii) details of registration as an enterprise.

### **35. Award**

35.1 Subject to Clause 36, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 4; and (ii) qualified in accordance with the provisions of Clause 6.

### **36. Employer's Right to Accept any Bid and to Reject any or all Bids**

36.1 Notwithstanding Clause 35, 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 award of Contract, without thereby incurring any liability to the affected bidder or bidders.



### 38. Signing of Contract Agreement

### 39. Performance Security

37.1 Following the identification of the selected bidder and subject to the notification and the time period referred to in accordance with section 40 of the Act for major contracts, the Public Body shall, prior to the expiration of the bid validity period, issue award to the successful Bidder. The Employer will:

(a) notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

(b) within seven days from the issue of Letter of Acceptance, publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://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.

37.2 The notification of award will constitute the formation of the Contract.

37.3 Upon the furnishing by the successful bidder of a performance security and preference security (where applicable) the Employer will promptly notify the other bidders that their bids have been unsuccessful.

38.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.

38.2 Within **Seven (7) days**<sup>17</sup> of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

39.1 Within **14 (fourteen)**<sup>18</sup> days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in an amount of 10% of the Contract Price in accordance with the

<sup>17</sup> Same period as allowed under Sub-Clause 38.2.

<sup>18</sup> An amount of 10 percent of the Contract Price is commonly acceptable.



**Preference  
Security****40. Debriefing**

Conditions of Contract. The form of performance security provided in Section 6 of the bidding documents may be used or some other form acceptable to the Employer.

392 Failure of the successful bidder to comply with the requirements of Clauses 38 or 39 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration which ever is applicable.

39.3 (a) For contracts above Rs 100M, ~~the~~ selected bidder having benefitted from the application of the Margin of Preference for employment of local manpower shall submit a preference security in the form of a bank guarantee from a local bank, failing which the award of contract may be annulled.

(b) 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.

40.1 The Employer shall promptly attend to all debriefing for the c 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.



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## **Section 2. Part I — General Conditions of Contract**

### **Section 2. Part I — General Conditions**

#### **Notes on the Conditions of Contract**

The Conditions of Contract comprise two parts: Part I — General Conditions (Section 2 of this document), and Part II — Conditions of Particular Application (Section 3 of this document) as per FIDIC Plant and Design Build First Edition 1999..

The standard text of the FIDIC General Conditions of contract should be retained intact to facilitate its reading and interpretation by bidders. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the "Particular Conditions of Contract". Sample Particular Conditions, applicable to the above FIDIC Conditions of Contract some of which have been adopted from the Standard Bidding Document of Millennium Challenge Corporation of United States of America, are included under Section 3, for ease of bidding documents preparation. The Public Body should not consider these sample Particular Conditions as exhaustive as it is its responsibility to amend these conditions to best suit the particular project.

Copies of the FIDIC Conditions of Contract can be obtained from.

FIDIC Secretariat P.O. Box 86  
1000 Lausanne 12  
Switzerland  
Facsimile: 41 21 653 5432  
Telephone: 41 21 653 5003



## Section 3. Part II —Conditions of Particular Application

### 1. General Provisions

#### Sub- Clause 1.1.1 The Contract

Subpara. 1.1.1.1 ("Contract") by adding the following at the end.

"The words 'Agreement' and 'Contract' are used interchangeably."

Amend Subpara. 1.1.1.8 ("Tender") by adding the following at the end:

"The word 'tender' is synonymous with 'Bid,' and the words 'Letter of Tender' with 'Letter of Bid', and the words 'Appendix to Tender' with 'Appendix to Bid,' and the words 'tender documents' with 'Bidding Documents.'"

#### Sub- Clause 1.1.3 Dates, Tests, Periods and Completion

Amend Sub-Para. 1.1.3 7 by inserting the following after the reference to sub-Clause 11.1:

"which extends over twelve months except if otherwise stated in the Appendix to Bid'.

#### Sub- Clause 1.4

Replace the text of Sub-Clause 1.4 and add the following:

"The law of the Contract is the law of Mauritius.

"The language is the English language"

#### Sub- Clause 1.5 Priority of Documents

Delete the list of documents listed under (a) to (h) and add the following:

- (a) "the Contract Agreement;
- (b) the Letter of Acceptance;
- (c) the Employer's Requirements;
- (d) the Bid; the Conditions of Contract, Part II;
- (e) the Conditions of Contract, Part I;
- (f) the Schedules; t
- (g) he Drawings; and
- (h) the Contractor's Proposal."

#### Sub- Clause 1.12 Confidential Details

Replace the text of Sub-Clause 1.12 with the following:

"The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation; provided that the requirements of this Sub- Clause 1.12 shall not apply to authorized Representatives of the Employer and the Employer's Audit.

'Each of the Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective with applicable Laws. Each of them shall not publish or disclose any particulars of



**Sub- Clause 1.13**  
Compliance with laws

the Works prepared by the other Party without the previous agreement of the Other Party. However, the Contractor shall be permitted to disclose any publicly available information, or, with the prior consent of the Employer, information otherwise reasonably required to establish its qualifications to compete for other projects. If any dispute arises as to the necessity of any publication or disclosure of the details of the Contract, the same shall be referred to the Employer whose determination shall be final. The Contractor shall ensure that the requirements imposed on the Contractor by this Sub-Clause apply equally to each Subcontractor."

Amend Sub-Clause 1.13(b) by adding the following at the end:

“unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.”

### 3. The Engineer

**Sub- Clause 3.1**  
Engineer’s Duties and  
Authority

Amend Sub-Clause 3.1 by replacing the word "may" in the first sentence of the third paragraph with the word "shall".

Amend Subpara. (b) of Sub-Clause 3.1 by deleting the word "and" at the end.

Amend Subpara. (c) of Sub-Clause 3.1 by replacing the period at the end with "; and".

"(d) any act by the Engineer in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

"The following provisions also shall apply:

"The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions:

- (i) Sub-Clause 4.12 [Unforeseeable Physical Conditions]: Agreeing to or determining an extension of time and/or additional cost.
- (ii) Sub-Clause 10.1 [Taking-over of the Works and Sections]: Prior to issuing Taking-Over Certificate.
- (iii) Sub-Clause 1 1.9 [Performance Certificate]: Prior to issuing Performance Certificate.
- (iv) Sub-Clause 13.1 [Right to Vary]: Instructing a Variation, except if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Appendix to Bid.
- (v) Sub-Clause 13.3 [Variation Procedure]: Approving a proposal



for Variation submitted by the Contractor in accordance with Sub-Clause 13.1 [Right to Vary] or 13.2 [Value Engineering], except if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Appendix to Bid.

(vi) Sub-Clause 13.4 [Payment in Applicable Currencies]: Specifying the amount payable in each of the applicable currencies.

"Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. Within 7 days of having issued such emergency instructions, the Engineer shall submit written documentation of such instructions to the Employer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 [Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Employer."

#### 4. The Contractor

##### Sub- Clause 4.1 Contractor's General Obligations

(a) Add the following sentence to precede the existing text under Sub-Clause 4.1.

The Contractor is required to check the design criteria and calculations (if any) included in the Employer's Requirements, to confirm their correctness, in its bid and to assume full responsibility for them."

'Amend sub-clause 4.1 by adding the following at the end'.

"The Contractor and its Subcontractors, including their respective personnel and affiliates, shall at all times during the term of this Contract have the nationality of a country or territory eligible, in accordance with the contract., The Contractor or a Subcontractor and their respective personnel and affiliates shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

"All Equipment, Materials, Plant and any services to be incorporate in or required for the Works shall have their origin in Eligible Countries.

For the purpose of this Sub-Clause 4.1,"origin" means the place where the Equipment, Materials or Plant have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic



**Sub- Clause 4.2**  
Performance Security

characteristics, purposes or utility from its underlying components. With respect to any services, the term "origin" means the place from which the services are supplied.”

“The contractor shall permit, and shall cause its subcontractors and consultants to permit, the employer and/or persons authorized by the employer to inspect the contractor's offices and all accounts and records relating to the performance of the contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the employer if requested by the employer.”

- ❖ Name the existing text as Sub-Clause 4.2 (i)
- ❖ Amend Sub-Clause 4.2 (i) by adding the following at the end:

“Without limitation to the other provisions of this Sub-Clause 4.2, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Engineer's written request, shall promptly increase the value of the Performance Security in the applicable currency by an equal percentage.

"The Performance Security of a joint venture or other consortium shall be issued so as to commit fully all members of the joint venture or other consortium.

The performance security shall be in the form of a bank guarantee, issued either (a) by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) directly by a foreign bank acceptable to the Employer. The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable

The cost of complying with the requirements of this clause shall be borne by the contractor

- ❖ Add Sub- Clause 4.2 (ii)

Where the Contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

- (a) in the execution of the contract, fulfill its obligation of maintaining local manpower for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and



- (b) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.
- (c) For contracts above Rs 100M, the selected bidder having benefitted from the application of the Margin of Preference for employment of local manpower shall submit a preference security in the form of a bank guarantee from a local bank.
- (d) 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.
- (e) The preference security shall serve as a guarantee for the contractor to fulfill its obligation to employ local manpower for 80 % or more of the total man-days deployed for the execution of the works.
- (f) 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.
- (g) The preference security shall be valid until the Contractor has completed the Works and a Taking-over Certificate has been issued by the Employer's Representative as per Clause 10.
- (h) The cost of providing the security shall be borne by the Contractor.

❖ Add Sub-Clause 4.2 (iii)

Where a preference security is applicable:

- (a) the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.
- (b) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.
- (c) the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the works execution.
- (d) At the time of works completion, the Contractor shall submit a certified audit report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.



- (e) The preference security shall be forfeited by the Employer in case of failure on the part of the Contractor to employ at least 80 % of the local manpower in the execution of the works.

**Sub- Clause 4.3**  
Contractor's  
Representative

**Amend Sub-Clause 4.3 by adding the following at the end:**

"If the Engineer determines that the Contractor's Representative or any of these persons are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

**Sub- Clause 4.8**  
Safety Procedures

**Amend Sub-Clause 4.8 by adding the following at the end:**

"The Contractor shall notify the Engineer and Employer within 48 hours or as soon as reasonably possible after the occurrence of any accident which has resulted in damage or loss of property, disability or loss of human life, or which has or which could reasonably be foreseen to have a material impact on the environment and shall submit to the Engineer and Employer no later than 28 days after the occurrence of such an event, a summary report thereof."

**Sub- Clause 4.18**  
Protection of the  
Environment

**Amend Sub-Clause 4.18 by adding the following at the end:**

"The Contractor shall be responsible for ensuring that all Subcontractor's and Contractor's Personnel understand and operate in accordance with the principles and requirements of the environmental and social impacts provisions of this Sub-Clause.

"The Contractor's program shall demonstrate clearly the procedures and methods of working that the Contractor and its Subcontractors will adopt to comply with the environmental and social impacts requirements of this Sub-Clause.

"The Contractor shall ensure the adequate disposal of construction and excavation wastes.

"The Contractor shall restore the Site to original conditions or to a state as set out in the Employer's Requirements after the completion of the Works."

**Sub- Clause 4.21**  
Report Progress

**Amend Sub-Clause 4.21 by adding the following at the end:**

"Within 7 days of the submission by the Contractor of each monthly progress report, the Engineer and the Employer shall meet with the Contractor to discuss the progress of the Works.

## 5. Design

Add the following sentence to the end of the Sub-Clause 5.4:

**Sub- Clause 5.4**  
Technical Standards  
and Regulations

"In respect of technical specifications and standards, any national or international standards which promise to confer equal or better quality than the standards specified will also be acceptable."



## 6. Staff and Labor

### Sub- Clause 6.4 [Labour Laws]

To add at the end of this sub-clause:

Notwithstanding the above provisions and any other provisions under Part 1, the employer and the contractor shall comply with the following:

1.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-

- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by Remuneration Regulations made under the Employment Relation Act 2008.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work which are not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

1.2 No contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:

- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts,
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the authorized officer administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

1.3 Where the where the authorized officer is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

1.4 Every contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.



**Sub- Clause 6.8**  
Contractor's  
Superintendence

Amend Sub-Clause 6.8 by adding the following at the end:

"If the Engineer determines that the Contractor's Personnel providing superintendence have inadequate knowledge of such language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

Other Sub-Clauses may be added to take account of the circumstances and locality of the site. A few examples, to be numbered as appropriate, are provided hereunder:

**Sub- Clause 6.12**  
Foreign Personnel

Add the following Sub-Clause 6.12:

"The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

"The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial."

**Sub- Clause 6.13**  
Prohibition of  
Harmful Child Labor

Add the following Sub-Clause 6.13:

"The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development."

**Sub- Clause 6.14**  
Employment  
Records of Workers

Add the following Sub-Clause 6.14:

"The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment]".



**Sub- Clause 6.**  
Measurer against  
insect & Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide its staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. The Contractor shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by such authorities."

**Sub- Clause 6.**  
Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing and overcoming the same."

**Sub- Clause 6.**  
Alcoholic liquors or  
drug

"The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents staff or labour."

**Sub- Clause 6.**  
Arms and Ammunition

"The contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer to the same as aforesaid."

**Sub- Clause 6.**  
Festival and Religious  
Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs."

## 7. Plant, Materials and Workmanship

**Sub- Clause 7.7**  
Ownership of plant  
and materials

Add the following sub-clause after sub-clause 7.8

- (a) Any materials, equipment, services or design services which will be incorporated in or required for the Contract, as well as the Contractor's Equipment and other supplies, shall have their origin in eligible source countries.
- (b) For the purpose of this clause, "services" means the works and all project-related services including design services.
- (c) For the purposes of this clause, "origin" means the place where the materials and equipment were mined, grown, produced, or manufactured, or from which the services are provided.
- (d) The origin of Goods and Services is distinct from the nationality of the Supplier."



## 8. Commencement, Delays and Suspension

### Sub- Clause 8.4 Extension of time for completion

Replace paragraph (c) as follows-

(c) exceptionally adverse climatic conditions, defined as any one of the following events

- 1) Minimum of 100mm rainfall recorded in one day at the nearest rain station,
- 2) An official declaration of "Torrential rain" by the Meteorological Department of Mauritius, and
- 3) Cyclone warning class III or Class IV

### Sub- Clause 8.6 Rate of Progress

Amend Sub-Clause 8.6 by inserting the following at the end.

"Additional costs of revised methods, including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion) shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.„

### Sub- Clause 8.12 Resumption of work

Amend Sub-Clause 8.12 by inserting the following at the end.

"after receiving from the Engineer an instruction to this effect under Clause 13 [Variations and Adjustments].„

## 11. Defects Liability

### Sub- Clause 11.3 Extension of Defects Notification Period

Amend Sub-Clause 11.3 by inserting the following at the end of the Extension of Defects first sentence of the first paragraph:

“attributable to the Contractor.”

## 13. Variations and Adjustments

### Sub- Clause 13.1 Right to vary

Amend Sub-Clause 13.1 by deleting the word "or" at the end of clause (ii) in the second paragraph and by inserting the following at the end of the first sentence of the second paragraph;

“or (iv) such Variation triggers a substantial change in the sequence or progress of the Works.”

Amend Sub-Clause 13.7 by adding the following at the end:

### Sub- Clause 13.7 Adjustments for changes in legislation

"Notwithstanding the foregoing, the contractor shall not be entitled to such an extension of time if the same shall already taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].



**Sub- Clause 13.8**  
Adjustments for  
changes in cost

Amend Sub-Clause 13.8 by inserting the following after the first Adjustments for Changes sentence of the second paragraph;

"Adjustment shall be made for the first time during the term of the Contract at the end of month **[insert number of months into the contract]**, and **[insert frequency]** thereafter."

## **14. Contract Price and Adjustment**

**Sub- Clause 14.1**  
The Contract Price

Amend Subpara. (b) of Sub-Clause 14.1 by deleting the phrase "except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation]."

**[If payment for any part of the Works is to be made on the basis of measurement, that part of the Works must be defined in the Contract and the following wording added.]**

Amend Sub-Clause 14.1 by adding the following at the end:

"The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.5 *[Determinations]*. Measurement shall be made of the net actual quantities of those parts.

"Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

"If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

"Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend to examine and agree these records, they shall be accepted as accurate.

"If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall notify the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so notify the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

**Sub- Clause 14.2**

Amend Sub-Clause 14.2 by deleting the phrase ", as an interest-free



**Advance Payment**

Loan" from the first sentence of the first paragraph.

Amend Sub-Clause 14.2 by replacing the fifth paragraph with the following:

"Unless stated otherwise in the Appendix to Bid, the advance payment shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- (a) deductions shall commence in the next Interim Payment Certificate following that in which the total of all interim payments (excluding the advance payment and deductions and repayments of retention) certified to the Contractor has reached the percentage of the Accepted Contract Amount stipulated in the Appendix to Bid Less Provisional Sums; and
- (b) deductions shall be made the amortization rate stated in the Appendix to Bid of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deduction for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when the percentage of the Accepted Contract Amount less Provisional Sums stipulated in the Appendix to Bid has been certified for payment."

Amend Sub-Clause 14.2 by inserting the following after 'become due' in the final sentence:

‘and in the case of termination under Clause 15 [Termination by Employer] or Sub-Clause 19.6 [Optional Termination, Payment and Release],’

**Sub- Clause 14.7  
Payment**

Amend Sub-Clause 14.7 by replacing the first line with the following.

"The Employer shall pay or cause to be paid to the Contractor:"

**Sub- Clause 14.8  
Delayed Payment**

Amend Sub-Clause 14.8 by replacing the second paragraph with the following:

"These financing charges shall be calculated at the annual rates of interest and shall be paid in the currencies indicated in the Appendix to Bid."

**Sub- Clause 14.9  
Payment of  
Retention Money**

Amend Sub-Clause 14.9 by adding the following at the end:

"When the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified by the Engineer for payment, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and provided by an entity approved by the Employer, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and



**Sub- Clause 14.11**  
Application for final  
Payment Certificate

currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2 [Performance Security]. On receipt by the Employer of such guarantee, the Engineer shall certify and the Employer shall pay, or cause to be paid, the second half of the Retention Money. The release of the second half of the Retention Money against such guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

"If the Performance Security required under Sub-Clause 4.2 .

[*Performance Security*] is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security."

Amend Sub-Clause 14.1 1 by inserting the following in the first sentence of the second paragraph after "may reasonably require."

"within 28 days from request of the Engineer"

**Sub- Clause 15.6**  
Corrupt or Fraudulent  
Practices

## 15. Termination by Employer

Add the following Sub-Clause 15.6.

It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts.<sup>19</sup> In pursuance of this policy, the Government of the Republic of Mauritius:

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.<sup>20</sup>

(ii) "fraudulent practice" is any act or omission,

<sup>19</sup> In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

<sup>20</sup> "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes employer's staff and employees of other organizations taking or reviewing procurement decisions.



including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>21</sup>

(iii) "collusive practice" is an arrangement between two or more parties<sup>22</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>23</sup> or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

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

(bb) acts intended to materially impede the exercise of the employer's inspection and audit rights provided for under sub-clause 4.1 Part II of the contract.

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

(f) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated<sup>24</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

<sup>21</sup> "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>22</sup> "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

<sup>23</sup> "Party" refers to a participant in the procurement process or contract execution.

<sup>24</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid; or (ii) appointed by the Employer.



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

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

## 16. Suspension and Termination by Contractor

### Sub- Clause 16.2 Termination by Contractor

Amend Subpara. (d) of Sub-Clause 16.2 by adding the following at Termination by Contractor the end:

'in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,„

Amend Subpara. (f) of Sub-Clause 16.2 by deleting the word "or" at the end.

Amend Subpara. (g) of Sub-Clause 16.2 by replacing the period at the end with "; or".

Amend Sub-Clause 16.2 by adding the following at the end of the first paragraph:

"(h) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfillment of the conditions for the commencement of Works under Sub-Clause 8.1 [Commencement of Works].„

## 17. Risk and Responsibility

### Sub- Clause 17.3 Employer's Risks

Amend Sub-Clause 17.3 by replacing the first line with the following:

"The Employer's risks, insofar as they directly affect the design and execution of the Works,„

### Sub- Clause 17.6 Limitation of Liability

Amend Sub-Clause 17.6 by replacing the first paragraph with the Limitation of Liability following:

"Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination], Sub- Clause 17 [Indemnities]; Sub-Clause 17.4 (b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].



## 18. Insurance

### Sub- Clause 18.1 General Requirements for Insurance

Amend Sub-Clause 18.1 by adding the following at the end:

"The insuring Party shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to in Clause 18 [Insurance] with insurers from any eligible source country unless otherwise stated in the Appendix to Bid."

### Sub- Clause 18.5 Insurance for Design

Add the following Sub-Clause 18.5;

"The Contractor shall effect professional indemnity insurance which shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than the amount stated in the Appendix to Bid, with no limit on the number of occurrences. The Contractor shall maintain the professional indemnity insurance in full force and effect until 5 years after the Time for Completion. The Contractor undertakes to notify the Employer promptly of any difficulty in extending, renewing or reinstating this insurance."

## 19. Force Majeure

### Sub- Clause 19.4 Consequences of Force Majeure

Amend Sub-Clause 19.4 by inserting the following at the end of Subpara. (b):

"including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]."

## 20. Claims, Disputes and Arbitration

### Sub- Clause 20.1 Contractor's Client

Amend Sub-Clause 20.1 by inserting the following as a new Contractor's Claims paragraph between subparagraphs 6 and 7.

"Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract."

Amend Sub-Clause 20.1 by deleting paragraph 8 (in the order of paragraphs prior to the amendment made above) and replacing it with the following new paragraph:

"If the Engineer does not respond within the timeframe defined in this Sub-Clause, either Party may consider that the claim is rejected by the Engineer and either Party may refer such claim to the DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision]."



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**Sub- Clause 20.2**  
Appointment of the  
Dispute  
Adjudication Board

Amend Sub-Clause 20.2 by inserting the following at the end of the first sentence of the second paragraph:

“each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents.”

**Sub- Clause 20.6**  
Arbitration

Amend Sub-Clause 20.6 by replacing the first paragraph with the following:

"Any dispute not settled amicably and in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties, the dispute shall be referred to the competent court of Mauritius or for Arbitration under Mauritian Laws.



## **Section 4. Employer's Requirements**



## Section 4. Employer's Requirements

### Notes on Preparing Employer's Requirements

These Notes for preparing Employer's Requirements are intended as a guide for the Employer or the person drafting the bidding documents and should not be included in the final document.

In the traditional approach the Employer employs an Architect/Engineer to design the Works. From this design, a detailed technical specification is drawn up for bidders to bid on.

In a Design-Build or Turnkey approach, the design is to be done by the Contractor. No detailed technical specification as is normally recognized is developed at the pre-bid stage. However, the Employer does and must know what it wants and must communicate its needs to the bidders. Hence, this section on Employer's Requirements replaces the usual Technical Specifications of a more traditional approach.

To enable bidders to submit responsive bids and, subsequently, for the bids received to be evaluated in a fair and equitable manner, the Employer must state its requirements as clearly and as precisely as possible. The Employer's requirements must therefore, specify exactly the particular requirements of the completed Works including scope and quality. Where the performance of the completed Works could be measured in quantitative terms (e.g. production output of a manufacturing plant or maximum generating capacity of a power station) the Employer's Requirements should not only clearly specify the desired output/capacity but also the upper and lower acceptable limits of deviation from the desired capacity and how such deviations (if any) will be evaluated. It will also be necessary to specify the tests that will be carried out on completion of the Works to verify compliance with the requirements specified. The Employer's Requirements should also clearly specify what associated or incidental services and goods must be supplied by the Contractor. For example, the Contractor may be required to train the Employer's personnel and to supply consumable or spare parts as listed in a Schedule.

While this section of the bidding documents should endeavour to define the Employer's Requirements as precisely as possible care must be taken to avoid over specifying details to the extent that the flexibility and potential benefits associated with a Design-Build or Turnkey contract are seriously eroded or threatened. This section on Employer's Requirements should, therefore, be carefully prepared on behalf of the Employer by suitably-qualified professionals who are familiar with the requirements and with the technical aspect of the required Works.

For major and complex projects, the Design-Build or Turnkey Contract will have to be subject to international competitive bidding and the Employer's Requirements must be drawn up to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials and performance of the Works. Only if this is done will the objectives of economy and efficiency and equality in procurement be realized, responsiveness of bids be ensured and the subsequent task of bid evaluation facilitated. The Employer's Requirements should stipulate that all goods and materials to be incorporated in the Works are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.



### Notes on Preparing Employer's Requirements (continued)

As for the drafting of Technical Specifications, care must be taken when drafting the Employer's Requirements to ensure that the requirements are not restrictive. In the specification of standards of goods, materials and workmanship recognized international standards should be used as much as possible. Where other particular standards are specified, whether national standards or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms or "equivalent".

In addition to stating the requirements of the completed Works clearly, the Employer Requirements Section should also include matters related to the execution of the Works to enable the bidders to gauge the extent of responsibility and to price the bid accordingly. The matters referred to in some of the following Sub-Clause (FIDIC Part I) may be included:

- 1.9 Number of copies (and required extent) of Construction Documents.
- 4.1 Design criteria and calculations (if any) to be checked by the Contractor and confirmed to be correct with the bid.
- 4.4 Other contractors and organization (and others) on site to whom the Contractor should afford reasonable opportunities for them to carry out their work.
- 4.7 Setting-out points, lines and levels of reference to be used.
- 4.8 Quality Assurance system details.
- 4.12 Access routes particularly if such routes are within existing facilities.
- 4.13 Periods for preconstruction reviews and for any submission, approvals and consents.
- 4.20 Employer's machinery and materials.
- 5.1 Qualification criteria of design personnel.
- 5.2 Extend and procedures for submission and preconstruction reviews of Construction documents,
- 5.5 List of samples and procedure for submission for preconstruction testing and review of data.
- 5.6 Form and number of As-built drawings and records of the works to be submitted and approval process.
- 5.7 Timing and number of copies of Operation and Maintenance Manuals to be submitted and approval process.



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Notes on Preparing Employer's Requirements (continued)

6.6 Facilities to be provided on site by the Contractor for the Employer and the Employer's Representative and its personnel.

7.4 Tests to be carried out during manufacture and/or construction.

9.1 Tests to be carried out in Completion before Taking-Over to demonstrate completion. If the works are to be tested and taken over in stages, the test requirements and special arrangements must be detailed.

11.1 Test to be carried out after Taking-Over to verify that the Works fulfill the performance requirements.

11.4 Minimum performance criteria acceptable below which works failing to pass tests after completion will be rejected.

(1) BRIEF DESCRIPTION OF WORK

The works consists of:

- Design and preparation of Drawings and specification for the demolition and reconstruction of bridge situated at St Julien. The bridge will be approximately 5.0 width x 7.0 m length.

The construction work includes demolition of existing bridge and carting away of debris. All masonry stone will have to be stored and return back to Council.

- Excavation of bases for embankment wall, fixing of reinforcement and casting of concrete for beam and bridge deck as per design drawings.

- The reinstatement work shall comprise of asphaltic concrete over the concrete deck and the existing road will have to be enlarged over a stretch of about 30m.

Bridge shall be designed for loading as per BS 5400 and contractor has to carry out such investigation at his own cost to determine the bearing capacity of the soil prior designing the sub

structure: -

- The detailed design calculations, structural drawings, standards adopted, have to be submitted to the employer for approval prior the commencement of the work.

- The construction of the bridge shall include upgrading of existing road structure and provision of footpath including drainage system for surface run, handrails and resurfacing works.

- The works have to be executed as per the design approved drawings within a period of 4 months as from date of start and the bidder has to take into account any services that need to be displaced or redesigned,

- The price quoted shall be a lump sum and shall not be adjusted.

- Works have to be carried out as per Standard Conditions of Contract.



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- Bidder have to take into account any diversion of any existing services that may exist.
  - The supervisory work shall be carried out by Council Engineer/ Representative.



## **Section 5. Form of Bid and Appendix to Bid**



## **Section 5. Form of Bid and Appendix to Bid**

### **Notes on Preparing Forms of Bid and Appendix to Bid**

**The Bidder shall complete and submit the Form of Bid and Appendix to Bid, all in accordance with the requirements of the bidding documents**



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## Form of Bid

Name of contract: \_\_\_\_\_

To: \_\_\_\_\_ (Insert name of Employer)

\_\_\_\_\_ (Insert address of Employer)

Gentlemen:

- (a) We have examined the Conditions of Contract, Employer's Requirements & Specifications, Schedules, Addenda Nos\_\_\_\_\_ and the matters set out in the Appendix hereto. We have understood and checked these documents and have not found any errors in them. We accordingly offer to design, execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal, for the fixed lump sum of (in currencies of payment)

- (b) We accept your suggestions for the appointment of the Dispute Adjudication Board, as set out in Schedule\_\_\_\_\_[We have completed the Schedule by adding our suggestions for the other member of this three-person Board, but these suggestions are not conditions of this Bid].

- (c) We agree to abide by this Bid until \_\_\_\_\_ and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of our Bid.

- (d) We hereby confirm that:

(i) this Bid complies with the Bid Security, if required; and

(ii) we have read and understood the content of the Bid Securing Declaration form contained in section 6 and subscribe fully to the terms and conditions of the Bid Securing Declaration, if required. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the Instructions to Bidders.

- (e) We have no conflict of interest in accordance with IT B Sub-Clause 4.4<sup>1</sup>

- (f) If our Bid is accepted, we will provide the specified performance security, preference security (if applicable), commence the Works as soon as reasonably possible after receiving the Employer's Representative's notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Appendix to Bid.

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none").

- (h) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

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<sup>1</sup>If the Bidder does not accept, this paragraph may be deleted and replaced by:

We do not accept your suggestions for the appointment of the Dispute Adjudication Board, and propose that we jointly agree upon the appointment after the Effective Our Date Proposal (unless includes previously our agreed) suggestions in accordance for this with appointment, Sub-Clause but 20.3 of the Conditions of Contract. [OPTIONAL: suggestions are not conditions of this Bid.]



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- 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.

- (i) Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- (j) We understand that you are not bound to accept the lowest or any bid you may receive.
- (k) 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.

We are, gentlemen

Yours faithfully

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of \_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_



### Appendix to Bid [Sample to be customized by Public Body]

[Bidders should fill in the remaining blank spaces in the Appendix. Bidders are required to Sign each page of the Appendix to Bid.]

#### Conditions of Contract Sub-Clause

Parties and Persons	1.1.2.2	Employer is: <u>The District Council of Moka</u>
	1.1.2.4	Engineer is: <u>Mr. O. Sookun -Head Public Infrastructure Dept.</u>
Dates, Tests, Periods and Completion	1.1.3.3	1. <b>15 days</b> for completion of design from commencement date  2. <b>105 days</b> for execution of works after handing over of site to contractor.
	1.1.3.7	Defects Notification Period shall be: <b><u>365 days</u></b>
Defects Notification Period	1.1.5.6	Sections of the Works shall be as follows:  Design of bridge, demolition and reconstruction of bridge, enlargement of road and provision of footpath, drainage system and hand railing.
Works and Goods	1.3(a)	Agreed systems of electronic transmission are: <u>Fax No. 4355685</u>
	1.3(b)	Address of the Employer is:  <u>The District Council of Moka Royal Road Quartier Militaire</u>
	1.3(b)	Address of the Engineer is <u>The District Council Moka Royal Road Quartier Militaire</u>
	1.3(b)	Address of the Contractor is: _____ [insert information]
Law and Language	1.4	Law in force governing the Contract is Laws of Mauritius
	1.4	Ruling language of the Contract is: <u>English.</u>
	1.4	Language for communication is: <u>English.</u>
Right of Access to the Site	2.1	Employer shall give the contractor access to site 7 days after commencement date and possession of site 7 days after submission of all approved program, design drawings, calculations, approvals, bonds and securities, evidence of insurances and other required document at that stage."
Engineer's Duties and	3.1 (ii)	Engineer's authority to instruct a Variation is limited  To: <u>[ ] percent (%) of the contract price (15%)</u>
	3.2 (iii)	Engineer's authority to approve a proposal for Variation submitted by the Contractor is limited to: <u>[ ]</u>



Application for Interim Payment Certificates	14.3(c)	Amount to be retained shall be: <u>10%<sup>1</sup> of Interim Payment Certificates.</u>
	14.3 (c)	Limit of retention money shall be: <u>10% of the Contract Price</u>
Plant and Materials intended for the Works	14.5(b)(i) 14.5(c)(i)	Interim payments for approved plant and materials delivered on site only is payable N/A
Issue of Interim Payment Certificates	14.6	Minimum amount of an Interim Payment Certificates shall be: <u>as per percentage of progress of work</u>
Delayed Payment	14.8	Financing charges shall be at the prevailing rate of interest at the legal rate for each occurrences in which payments are made,
Payment of Retention Money	14.9	Payment for each Section shall be as follows: 5% <u>upon</u> issue of Practical Handing Over
Currencies of Payment	14.15	Currencies of payment shall be: <u>Mauritian Rupees, in the following proportions, as nominated by the Contractor:</u> <del>[ ] percent ([ ]%)—US\$</del> <del>[ ] percent ([ ]%)—[ Local currency named above]</del> The basis for conversion shall be: the rate as published by <u>insert source of exchange rate in effect on the date twenty-eight (28) days before the Bid submission deadline date.</u>
Plant and Materials intended for the Works	14.5(b)(i) 14.5(c)(i)	table of Plant and Materials below.
Delayed Payment	14.8	Financing charges shall be at the prevailing rate of interest at the legal rate for each occurrences in which payments are made,
General Requirements for Insurances	18.1	(a) Insurance for design Evidence of insurance and policies to be submitted before the commencement date  (b) Other insurance Evidence of insurance to be submitted before the date of possession of site by contractor and policies within 14 days after possession.
Insurance for Works and Contractor's Equipment	18.2(d)	Deductibles per occurrence shall be nil or the minimum possible and at the sole expense of the contractor
Insurance against Injury to Persons and Damage to Property	18.3	Limit of occurrence shall not be less than 1 MILLION MUR per occurrence, or a series of occurrences arising out of any one event. This cover shall be extended to the Employer and its representatives
Insurance for Design	18.5	Limit for insurance shall not be less than:

<sup>1</sup> It is recommended that ten (10) percent of the Interim Payment Certificates be retained.



Application for Interim Payment Certificates	14.3(c)	Amount to be retained shall be: <u>10%<sup>24</sup> of Interim Payment Certificates.</u>
	14.3 (c)	Limit of retention money shall be: <u>10% of the Contract Price</u>
Plant and Materials intended for the Works	14.5(b)(i) 14.5(c)(i)	Interim payments for approved plant and materials delivered on site only is payable N/A
Issue of Interim Payment Certificates	14.6	Minimum amount of an Interim Payment Certificates shall be: <u>as per percentage of progress of work</u>
Delayed Payment	14.8	Financing charges shall be at the prevailing rate of interest at the legal rate for each occurrences in which payments are made,
Payment of Retention Money	14.9	Payment for each Section shall be as follows: 5% <u>upon issue of Practical Handing Over</u>
Currencies of Payment	14.15	Currencies of payment shall be: <u>Mauritian Rupees , in the following proportions, as nominated by the Contractor:</u> <u>[ ]percent ([ ]%)—USB</u> <u>[ ] percent ([ ]%)—[ Local currency named above]</u> The basis for conversation shall be: the rate as published by <u>insert source of exchange rate in effect on the date twenty -eight (28) days before the Bid submission deadline date.</u>
Plant and Materials intended for the Works	14.5(b)(i) 14.5(c)(i)	see table of Plant and Materials below.
Delayed Payment	14.8	Financing charges shall be at the prevailing rate of interest at the legal rate for each occurrences in which payments are made,
General Requirements for Insurances	18.1	(a) Insurance for design Evidence of insurance and policies to be submitted before the commencement date  (b) Other insurance Evidence of insurance to be submitted before the date of possession of site by contractor and policies within 14 days after possession.
Insurance for Works and Contractor's Equipment	18.2(d)	Deductibles per occurrence shall be nil or the minimum possible and at the sole expense of the contractor
Insurance against Injury to Persons and Damage to Property	18.3	Limit of occurrence shall not be less than 1 MILLION MUR per occurrence, or a series of occurrences arising out of any one event. This cover shall be extended to the Employer and its representatives
Insurance for Design	18.5	Limit for insurance shall not be less than:

<sup>24</sup> It is recommended that ten (10) percent of the Interim Payment Certificates be retained.



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		<u>MILLION MUR</u>
Appointment of the Dispute Adjudication Board	20.2	DAB shall comprise: <u>[ ] ([ ])</u> members.
Failure to Agree Dispute Adjudication Board	20.3	Appointing entity shall be: <u>[insert information]</u>
Arbitration	20.6(a)(i)	<u>[insert information]</u>

**The items below are to be filled in by the Bidder as part of its Bid, as indicated in Conditions of Contract Sub-Clauses 13.8 and 14.5.**

Adjustments for Changes in cost	13.8	In the Schedule of Adjustment Data immediately below the Bidder shall (a) indicate the proposed source and base values of indices for the different input elements, including the currencies thereof, (b) derive their proposed weightings, and (c) indicate the currencies of payment.
---------------------------------	------	---



Schedule of Adjustment Data

Index code	Index description	Source of index	Base value and date	Related source currency in type/amount	Bidders's proposed weighting
	Nonadjustable	—	—	—	A: <u>          </u> ** B: <u>          </u> C: <u>          </u> D: <u>          </u> E: <u>          </u>
Total					1.00

In all cases, the Employer shall specify the weighting for the nonadjustable portion.

Plant and Materials  
intended for the Works

14.5(b)(i)  
14.5(c)(i)

In the table of Plant and Materials immediately below,  
Bidders shall indicate the major items of Plant and  
Materials and the proposed country of origin for each.

Table of Plant and Materials

Item	Country of Origin
For payment when shipped:	
Plant list all major items)	
Material (list all major Items)	
For payment when delivered to Site:	
Plant (list all major items)	
Material (list all major Items)	

Initials of signatory of Bid \_\_\_\_\_



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## **Section 6. Sample Forms**



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## Section 6. Sample Forms

### Notes on Sample Forms

Bidders shall complete and provide the Bid Security (where applicable) all in accordance with the requirements of the bidding documents.

Bidders should NOT complete the Form of Agreement at this time. Only the successful Bidder will be required to complete the Form. The Form of Agreement, when it is finalized at time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations (time for completion, technical deviations, commercial deviations, etc.), spare parts or quantity variations in accordance with the requirements of the bidding documents.

The Form of Performance Security, Form of Advance Payment Security and Form of Domestic Preference Security should NOT be completed by the bidders at the time of bid preparation. -Only the successful bidder- will be required to provide these securities in accordance with the forms indicated herein or in another form acceptable to the Employer. Where Advance Payment Security is not required, the form(s) should not be included in the bidding documents.



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## 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.. [ /FB number] ----- ("the -IFB").

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

At the request of the Bidder, we ----- [Name of Bank] hereby  
irrevocably undertake to pay you a ----- not exceeding in total an amount of -----  
[amount in figures]. ----- amount in words. ----- )  
upon receipt by us of your first demand ----- accompanied by a written statement stating that  
the Bidder is in breach of its obligation ----- bid conditions, because the Bidder:

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

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

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

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

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



## Form of Bid-Securing Declaration

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is an alternative bid]

To: [insert complete name of Public Body] I/We\*, the undersigned, declare that:

I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time as 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 in Instructions to Bidders; 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 have refused to execute the Contract, if required, or (ii) have failed or have 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 am/we are the successful Bidder, upon receipt of copies of the contract signed by me/us and the issuance of the Performance Security; or (b) in case 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 ii) thirty days after the expiration of the validity of my/our\* bid.

Signature:\_\_\_\_\_

Name: [insert complete name of person signing the Bid Securing Declaration]

In the capacity of: [Insert the position of the signatory in the company] \_\_\_\_\_

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal [where appropriate]

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

*[\*P/ease delete as appropriate]*



## Form of Contract Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between \_\_\_\_\_

\_\_\_\_\_

or \_\_\_\_\_ (hereinafter called "the Employer") of the one part and  
 of \_\_\_\_\_ (hereinafter called "the Contractor") of the other part

**Whereas** the Employer desires that the Works known as should be designed and executed by the Contractor, and has accepted a Bid by the Contractor for the design, execution and completion of such 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 Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) The Letter of Acceptance dated \_\_\_\_\_
  - (b) The Employer's Requirements
  - (c) The Addenda nos. \_\_\_\_\_
  - (d) The Bid dated \_\_\_\_\_
  - (e) The Conditions of Contract (Parts I and II)
  - (f) The completed Schedules, and
  - (g) The Contractor's Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any 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 design, 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 the day and year first before written in accordance with their respective laws.

Authorized signature of Employer

SEAL

(if any)

in the presence of:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Authorized signature of Contractor

SEAL

(if any)

in the presence of:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_



## Form of Performance Security (Bank Guarantee)

To: \_\_\_\_\_ [name of Employer]  
 \_\_\_\_\_ [name of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of 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 recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the 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] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your 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 any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the date of issue of the Performance Certificate.

Signature and Seal of the Guarantor \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

---

<sup>31</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.



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**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]<sup>25</sup>, 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].<sup>1</sup>

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 \_\_\_\_\_

---

<sup>25</sup> Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract



## Form of Advance Payment Security (Bank Guarantee)

To: \_\_\_\_\_ [name of Employer]  
 \_\_\_\_\_ [address of Employer] [name of Contract]  
 \_\_\_\_\_

Gentlemen:

In accordance with the provisions of the conditions of Contract, Sub-Clause 13.2 ("Advance Payment") of the above-mentioned Contract \_\_\_\_\_ [name and Address of Contractor] (hereinafter "the Contractor") shall deposit with [name of Employer] a bank guarantee to guarantee its proper and faithful under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of Guarantee] [in words].

We, the \_\_\_\_\_ [bank], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on its first demand without whatsoever on our part and without first claim to the Contractor, in amount not exceeding \_\_\_\_\_ [amount of Guarantee]<sup>1</sup> [in words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of \_\_\_\_\_ Employer] receives full repayment of the same amount from the Contractor.

Yours truly, \_\_\_\_\_  
 Signature and Seal: \_\_\_\_\_  
 Name of Bank/Financial Institution: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

---

<sup>33</sup> An amount IS to be Inserted by the Bank or financial Institution representing the amount of Contract, the Advance or in Payment, a freely and denominated either in the currency(ies) of the Advance Payment as specified in the convertible currency acceptable to the Employer.



### Form of Cost Structure for Value Added per Product

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	Rs	Rs
<b>Raw Materials, Accessories &amp; Components</b>		
• Imported (CIF)	.....	.....
• Local (VAT & Excise Duty Fee)	.....	.....
<b>Labour Cost</b>		
• Direct Labour	.....	.....
• Clerical Wages	.....	.....
• Salaries to Management	.....	.....
<b>Utilities</b>		
• Electricity	.....	.....
• Water	.....	.....
• Telephone	.....	.....
<b>Depreciation</b>	.....	.....
<b>Interest on Loans</b>	.....	.....
<b>Rent</b>	.....	.....
<b>Other (please specify)</b>		
• .....	.....	.....
• .....	.....	.....
• .....	.....	.....
<b>TOTAL COST</b>		

Local Value Added =  $\frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$

- The cost structure should be certified by a Certified Accountant



## **Section 7. Schedules**



## Section 7. Schedules

### Notes on Schedules

The Schedules are intended to provide the Employer with essential supplementary information in an organized format. Examples of more commonly used Schedules are given herein. Others may be devised and added in accordance with the requirements of the Instructions to Bidders.

All the Schedules are essential for bid evaluation and some in contract execution; they should all be incorporated in the Contract, and appropriate changes introduced with the approval of the Employer or its representative.

In Option A, Single Stage Bidding Procedure, all Schedules are to be completed and submitted with the bid.

In Option B, Two Envelope Bidding Procedure, the schedules are to be completed and submitted as part of the Technical Proposal and Price Proposal -in accordance with the Instructions to Bidders (Option B) Clause 13, Documents Comprising the Bid.

1. The Schedules are divided into six separate Schedules as follows:
  - i. Design, Drawings and Documentation
  - ii. Plant and Equipment (including Mandatory Spare parts) supplied from outside the Employer's Country
  - iii. Plant and Equipment (including Mandatory Spare parts) supplied from within the Employer's Country
  - iv. Civil Works, Installation and Other Services
  - v. Grand Summary
  - vi. Recommended Spare Parts
2. The quantities shown in these Schedules are estimates only.
3. The Schedules do not generally give a full description of the plant and equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid including overheads and profit.
4. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the bidding documents.



---

**Notes on Schedules (continued)**

For each item, bidder shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Employer's Requirements, Drawings or elsewhere in the bidding documents.

5. Items left blank will be deemed to have been included in other items. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing the facilities and sections thereof in complete accordance with the Contract.

6. These Schedules are intended primarily to provide information for bid evaluation but not intended to be used for the evaluation of work done for the purpose of interim payment. They may, however, be used as a reference for the adjustment of the Schedule of Payment should the need arise.

7. These Schedules can be used as a basis to value variations of work done under the Provisional Sum.







**11. Civil works, installation and other services**

Item	Description	Quantity	Rate		Total Price	
			Foreign Currency <sup>a</sup>	Local Currency <sup>a</sup>	Foreign <sup>a</sup>	Local <sup>a</sup>
1.	Mobilisation / preliminaries	<b>Lump sum</b>				
2.	-Demolition of bridge and carting away of all debris  - Relocation of existing services if any	<b>Lump sum</b>				
3.	- Construction of the Bridge which include casting of bases, reinforced concrete wall and concrete deck and backfilling works as per design drawings	<b>Lump sum</b>				



Item	Description	Quantity	Rate		Total Price	
			Foreign Currency <sup>a</sup>	Local Currency <sup>b</sup>	Foreign <sup>a</sup>	Local <sup>b</sup>
4.	-Reinstatement work/s with asphaltic concrete minimum thickness 50 mm over concrete deck and enlargement and extension of exiting road. Base work to comprise of 200 mm thickness crusher run compacted to 98 %	<b>Lump sum</b>				
5.	-Construction of footpath 1 m wide including drainage system and fixing of handrail.  -Painting Works Including road marking	<b>Lump sum</b>				
	TOTAL (To Grand Summary)					



---

### III Grand Summary

Item	Description	Total Price	
			Local ( <sup>a</sup> )
1.	Schedule I Design, Drawings and Documentation		
2.	Schedule 2 - <b>Civil Works</b>		
3.	Contingencies		500,000
	TOTAL (To Grand Summary)		

a Specify currency.







## VII. SCHEDULE OF PAYMENT

- (a) If payment is on a periodic basis according to pre-estimated construction progress.

Payment	Month	Percent	Amount	Cumulative%	Milestone <sup>1</sup>
1 <sup>st</sup> Payment					
2 <sup>nd</sup> Payment					
3 <sup>rd</sup> Payment					
Final Payment					
Total					

<sup>1</sup> Where available and applicable.


**Note:** The Employer and the Contractor may make necessary adjustments to the Schedules if the progress of work is substantially ahead of or behind the program referred to in Sub-Clause 4.14.

- i) If payment is based on completion stages.

Stage (insert brief description)	Percent	Amount	Cumulative%
1 <sup>st</sup>			
2 <sup>nd</sup>			
3 <sup>rd</sup>			
Final			
Total			



**VIII. SCHEDULE OF COEFFICIENT AND INDICES FOR PRICE ADJUSTMENT**

Coefficient Scope of Index	Country of Origin; Currency of Index	Source of Index; Title/Definition	Value on stated dates	
			Value	Date
a = _____ b = _____ c = _____ d = _____ e = _____				







---

**X. SCHEDULE OF KEY PERSONNEL**

Name		Summary of qualifications
(i)	Nominee	Experience and Present Occupation
(ii)	Alternate	
Headquarters		
Partner/Director		
Other Key Staff		
(give designation)		
Site Office		
Site Superintendent		
Deputy		
Superintendent		
Supervising		
Engineers		
Construction		
Supervisors		
Other Key Staff		

The bidder shall list in this Schedule the Key personnel (including first nominee and the second choice alternate) he will employ from headquarters and from Site Office to direct and execute the Work, together with their qualifications, positions held and their nationalities.



---

### SCHEDULE OF SUBCONTRACTORS

Element of Work	Approximate Value	Name and Address of Subcontractor	Statement of Similar Works Previously Executed
-----------------	-------------------	-----------------------------------	--

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The bidder shall enter in this Schedule a list of the Sections and appropriate value of the work for which he proposes to use subcontractors, together with the names and addresses of the proposed subcontractors. The bidder shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of the Employer/Employer's Representative. Notwithstanding such information, the bidder, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.



---

## Section 8. Drawings



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## Location

THE DISTRICT COUNCIL OF MOKA  
CONSTRUCTION OF BRIDGE AT BOIS CHERI RD – ST PIERRE (PONT BD)



Figure 1: Location Plan



## Location

THE DISTRICT COUNCIL OF MOKA  
CONSTRUCTION OF BRIDGE AT BOIS CHERI RD – ST PIERRE (PONT BD)



Figure 1: Location Plan