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# **BIDDING DOCUMENTS**

**Issued on: 20<sup>th</sup> March, 2018**

**for**

**Procurement of**

***CONSTRUCTION & TARRING OF  
NEW ROADS***

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**Procurement Reference No: *ONB 04/18***

**Project: *ROAD WORKS***

**Public Body (Employer):**

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# Standard Bidding Document

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# **PART 1 – Bidding Procedures**

# Section 1 - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

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

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

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<sup>1</sup> See Section IV, “General Conditions of Contract,” Clause I. Definitions.

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

For the purposes of this Sub-Clause:

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

- 5. Eligible Bidders**
- 5.1 (a) In accordance with CIDB Act 2008, Contractors currently operating in the construction industry have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.
- (b) Subject to paragraph (e), Foreign contractors as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to bidding for this project. If the contract is awarded to the foreign contractor the latter shall have to apply for and obtain a Temporary Registration before starting the project.
- (c) Contractors whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to bidding for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.
- (d) Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors.
- (e) Paragraph (b) shall not apply to Foreign contractors who have been carrying construction works in the construction industry during the 20 years preceding 01 March 2017; and where at least two-thirds, or such other percentage as may be prescribed, of the total number of its or his employees are as citizens of Mauritius.
- (f) A Foreign contractor referred to in paragraph (e) shall, for the purpose of registration, make an application with the CIDB and obtain a valid registration certificate prior to bidding for this project.
- (g) Bidders are strongly advised to consult the website of the CIDB [cidb.govmu.org](http://cidb.govmu.org) for further details concerning registration of contractors.
- 5.2 (a) Subject to ITB 5.6, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS.
- (b) Bidder may be natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture.
- (c) Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless

otherwise stated in the **BDS**:

- (i) the Bid shall include all the information listed in ITB Sub-Clause 6.2 below for each joint venture partner;
  - (ii) the Bid shall be signed so as to be legally binding on all partners;
  - (iii) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
  - (iv) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (v) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one

bid; or

- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.4 (a) A bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified

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

Links for checking the ineligibility lists are available on the PPO's website: [ppo.govmu.org](http://ppo.govmu.org)

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

## 6. Qualifications of Bidders

6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. If, after opening of bids, it is found that any document is missing, the Employer may request the submission of that document subject to clause 30. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.

- (a) valid registration certificate with the CIDB;
- (b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
- (c) major items of construction equipment proposed to carry out the Contract;
- (d) qualifications and experience of key site personnel and technical personnel proposed for the contract;

- (e) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies before the deadline set for submission of bids;
  - (f) evidence of adequacy of cash-flow capital for this Contract (access to line(s) of credit and availability of other financial resources);
  - (g) authority to seek references from the Bidder's bankers;
  - (h) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards; and
  - (i) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) duly registered with the CIDB under the grade that would allow him to perform the value of works for which he is submitting his bid
  - (b) registered with the CIDB under the class(es) and field of specialisation **specified in the BDS**;
  - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
  - (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
  - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.<sup>2</sup>

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

## **B. Contents of Bidding Document**

### **7. Sections of Bidding**

7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda

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

- Document** issued in accordance with ITB 10.
- Section I - Instructions to Bidders (ITB)  
 Section II- Bidding Data Sheet  
 Section III - Bidding Forms  
 Section IV - Evaluation Criteria  
 Section V - Employer's Requirements  
 Section VI – General Conditions of Contract  
 Section VII- Particular Conditions of Contract  
 Section VIII - Contract Forms
- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 8. Clarification of Bidding Document**
- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.
- The Employer will respond in writing to any request for clarification, provided that such request is received 15 days prior to the deadline for submission of bids.
- Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.
- 9. Site visit/Pre-bid meeting**
- 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.
- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10. Amendment of Bidding Document**
- At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

### **C. Preparation of Bids**

- 11. Cost of Bidding** 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.
- 12. Language of Bid** 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.
- 13. Documents Comprising the Bid** 13.1 The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section III);
  - (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
  - (c) Technical Proposal as per ITB 18.1;
  - (d) completed Bill of Quantities / Activity Schedule;
  - (e) Bid Security as per the format provided in section III or as a subscription to a Bid Securing Declaration in the Bid Submission Form; and
  - (f) any other material required to be completed and submitted by bidders, as specified in ITB **and the BDS**.
- 14. Bid Submission Form and Schedules** 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.
- 15. Alternative Proposal** 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section IV.
- 16. Bid Prices and Discounts** 16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities<sup>3</sup> submitted by the Bidder.
- 16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.<sup>4</sup> Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14

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

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

days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.<sup>5</sup>

16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.

The discount if any and the conditions of its application shall be indicated separately.

- 17. Currencies of Bid and Payment**
- 17.1 The bid price and rates shall be in Mauritian Rupees and fixed for the duration of the contract unless otherwise **specified in the BDS**.
- 17.2 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 18. Documents Comprising the Technical Proposal**
- 18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section III), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for a period of 90 days after the bid submission deadline prescribed by the Employer unless otherwise **specified in the BDS**.
- 19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
- 20. Bid Security/Bid Securing Declaration**
- 20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so **required in the BDS**.
- 20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section III and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.
- 20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.
- 20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for

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<sup>5</sup> In lump sum contracts, delete "rates, prices, and."

reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.

## 21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit **two copies** of the bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

## D. Submission and Opening of Bids

### 22. Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

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

### 23. Deadline for Submission of Bids

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

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

### 24. Late Bids

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

- 25. Withdrawal, Substitution, and Modification of Bids** 25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid submission Form or any extension thereof.
- 26. Bid Opening** 26.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.
- 26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

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

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

the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors, and Omissions**

30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

**31. Correction of Arithmetical Errors**

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

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

**32. Margin of Preference**

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

**33. Evaluation of Bids**

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

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

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

criteria as defined in Section IV, and Margin of Preference, if applicable.

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

33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

**34. Comparison of Bids** 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.

**35. Qualification of the Bidder** 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.

**36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## **F. Award of Contract**

**37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**38. Notification of Award** 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the

execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](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.

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

### **39. Signing of Contract**

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

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

### **40. Performance Security**

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

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

### **Preference Security**

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

- 41. Advance Payment and Security** 41.1 The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.
- 42. Plant and Materials on site** 42.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 43. Debriefing** 43.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.

## Section II- Bidding Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Public Body is: <i>The District Council of Riviere Du Rempart</i></p> <p>The Works are <i>for Construction and Tarring of Roads in Bituminous Asphaltic Concrete.</i></p> <p>The name and identification of the Contract <i>are Construction and Tarring of New Roads – ONB 04/18</i></p> <p>The Project is <i>Construction and Tarring of New Roads within the area of the District Council of Riviere Du Rempart</i></p>
<b>ITB 1.2</b>	The Intended Completion period is : <i>As specified on Works Orders</i>
<b>ITB 2.1</b>	The Funding Agency is: <i>The District Council of Riviere Du Rempart</i>
<b>ITB 3.2</b>	<p>(a) The address to file Challenges in respect of this procurement is:</p> <p style="text-align: center;"><i>The Chief Executive The District Council of Riviere Du Rempart Mapou</i></p> <p>(b) The address to file Application for Review is:</p> <p style="text-align: center;"><b>The Chairman Independent Review Panel, 9<sup>th</sup> Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : 2013921</b></p>
<b>ITB 5.4</b>	The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office: <i>ppo.govmu.org</i>
<b>ITB 6.2</b>	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: <i>NONE</i>
<b>ITB 6.2 (g)</b>	The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.
<b>ITB 6.3 (b)</b>	(A1) The Contractor shall demonstrate that it is registered with the CIDB under the following class(es): <i>Grade A-F in Civil Works and specialization in the following area(s):Road Works</i>
<b>ITB 6.3 (c)</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be: <i>Roller, paver, excavator, tack coat/bitumen sprayer</i>
<b>ITB 6.3 (d)</b>	<i>Supervisory staff, site agent, foreman having 5 years of experience in road construction</i>

ITB 6.3 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be <b><i>Rs 10M. Bidder should submit documentary evidence from recognized financial institutions.</i></b>
<b>B. Bidding Documents</b>	
TB 8.1	The Public Body's address for clarification is: <b><i>The Chief Executive, District Council of Riviere du Rempart, Mapou.</i></b>
ITB 9.2	A pre-bid meeting has been scheduled for <b><i>NOT APPLICABLE</i></b>
<b>C. Preparation of Bids</b>	
ITB 13.1 (f)	Any additional materials required to be completed and submitted by the Bidders are <b><i>NONE</i></b>
ITB 17.1	The Contract <b><i>is not subject to price adjustment in accordance with GCC Clause 44.</i></b>
ITB 17.2	Interim Payment for Plant and Material on site <b><i>is not</i></b> applicable.
ITB 19.1	The Bid shall be valid for <b><i>90 days</i></b> after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	Bid shall include a subscription to a Bid Securing Declaration
<b>D. Submission of Bids</b>	
ITB 23.1	The deadline for submission of bids shall be: <b><i>20<sup>th</sup> April, 2018 by noon at latest</i></b>
	<p>The Employer's address for the purpose of Bid submission is</p> <p>Attention: <b><i>The Chief Executive</i></b></p> <p>Address: <b><i>The District Council of Riviere du Rempart Royal Road Mapou</i></b></p>



<b>F. Award of Contract</b>	
<b>ITB 40.1</b>	<i>The Standard Form of Performance Security acceptable to the Public Body shall be “a Bank Guarantee”. The Bank guarantee shall be of Rs 500,000 initially and may be required to be renewed for additional amount.</i>
<b>ITB 40.3</b>	<p>For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee at the selected bidder’s option.</p> <p>For contract above Rs 100M, the preference security in the form of a bank guarantee issued from a local commercial bank shall be submitted at the time of contract award failing which the award of contract may be annulled.</p>
<b>ITB 41</b>	<p>The Advance Payment shall be limited to <i>[insert percentage]</i> percent of the Contract Price less the provisional and contingencies sums</p> <p><i>[Usually 10 to 20 percent of the Contract Price. The amount shall be adequate to minimize the need of the Contractor to borrow for the Contract.]</i></p>
<b>ITB 42.1</b>	<p>Interim Payment for Plant and Material on site <i>[“is” or “is not “]</i> applicable.</p> <p><i>[If payment for plant and material on site is applicable the Public Body may insert the list of items for which payment is applicable, as appropriate.]</i></p>

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## Section III - Bidding Forms

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### Bid Submission Form

*The Bidder must prepare the Bid Submission Form on stationery with its letterhead clearly showing the Bidder’s complete name and address.*

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

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

Bidder’s Reference No.: \_\_\_\_\_

Procurement Reference No.:.....

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;
- (c) The total price of our Bid after discounts, if any, offered in item (d) below is:  
\_\_\_\_\_  
\_\_\_\_\_;
- (d) The discounts offered and the methodology for their application are:  
\_\_\_\_\_  
\_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_ [insert validity period as specified in ITB 19.1.] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;

- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;<sup>6</sup>
- (l) We hereby “*apply/do not apply*” for Margin of Preference as provided in the bidding document;<sup>7</sup>
- (m) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
  - i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

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<sup>6</sup> *Use one of the two options as appropriate.*

<sup>8</sup> *Strike out as appropriate*

<b><i>Name:</i></b>		<b><i>Signature:</i></b>	
<b><i>Position:</i></b>		<b><i>Date:</i></b>	
<b><i>Authorised for and on behalf of:</i></b>	<b><i>Company</i></b>		
<b><i>Tel No:</i></b>	<b><i>Fax No:</i></b>		
<b><i>Tax Acc.No.</i></b>	<b><i>BRN</i></b>		
<b><i>VAT Reg. No.</i></b>	<b><i>Email Address</i></b>		

## Appendix to Bid Submission Form

**Bid Securing Declaration**

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

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

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

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

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

## Qualification Information

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

### 1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

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

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

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

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

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

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

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

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

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

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

*[Bidders have to ascertain that sub-contractors executing works of amount Rs 500 000 are duly registered with the CIDB in accordance with CIDB Act 2008.]*

1.6 Financial reports for the last *[insert number; usually 3]* years: Financial Statements, Audited Accounts, etc. *[List below and attach copies.]*<sup>8</sup>

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

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

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

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

1.10 Statement of compliance with the requirements of ITB Sub-Clause 5.3.

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

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

<sup>5</sup> *In lump sum contracts, delete "rates, prices, and."*

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

### **3. Additional Requirements**

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

## Bill of Quantities<sup>9</sup>

<i>SN</i>	<i>Description of Works</i>	<i>Unit</i>	<i>Rate per Unit in Figures inclusive of VAT, Duties &amp; Taxes</i>	<i>Rate per Unit in Words inclusive of VAT, Duties &amp; Taxes</i>
1.	<i>Preparation of Road Surface, Removal of Vegetation humus and other rubbish and loose soil. Spreading hard core approved broken basalt stone – 125mm to 200mm and constructed to a finished thickness of 300mm minimum</i>	Square Metre		
2.	<i>Concrete Kerbs for Road Borders (K1 -330 x 150 x1000mm)</i>	Linear Metre		
3.	<i>Spread 150mm thick crusher run and compaction</i>	Square Meter		
4.	<i>Supply &amp; Apply prime coat at the rate of 0.6kg/m<sup>2</sup> and wearing coarse 60mm bituminous asphaltic concrete (0-10) with bitumen content of 5.6% as appropriate over MC 30 tack out</i>	Square Meter		
5.	<i>Raising of manhole covers – (&lt;500)</i>	Unit		
6.	<i>Raising of manhole covers (&gt;500)</i>	Unit		
7.	<i>Raising of slab covers of cross drains of size up to 900 mm wide</i>	Linear Metre		
8	<i>Construction of retaining wall in stone masonry structure coverage width 350mm, with increasing width at an angle of 30<sup>0</sup> 0- 500mm 501 – 1000mm</i>	Linear Metre		
9.	<i>Adjustment of levels of private entrance and side lanes (Asphaltic Concrete)</i>	Ton		

<sup>9</sup> In lump sum contracts, the “Bill of Quantities” is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a “Schedule of Activities.”

***Bid Authorised by:***

<b><i>Name:</i></b>		<b><i>Signature:</i></b>	
<b><i>Position:</i></b>		<b><i>Date:</i></b>	
<b><i>Authorised for and on behalf of:</i></b>	<b><i>Company</i></b>		
<b><i>Tel No:</i></b>	<b><i>Fax No:</i></b>		
<b><i>Tax Acc.No.</i></b>	<b><i>BRN</i></b>		
<b><i>VAT Reg. No.</i></b>	<b><i>Email Address</i></b>		

## Section IV - Evaluation Criteria

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

### 1. Evaluation

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

To be assessed on basis of score of each item of the Marking Scheme.

The evaluation shall be assessed on basis of the score of each item of the marking Scheme in the following manner:-

Where 'X' is the lowest price of a responsive proposal, the score shall be 100 marks, and to any other proposal price 'Y', the score shall be:

$$\frac{X}{Y} \times \text{maximum marks allocated per item works.}$$

The responsible bid having scored the maximum marks will be the best evaluated bid and will be awarded the contract.

### 2. Margin of Preference

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

#### 1.1 For International Bidding

A bidder, incorporated in the Republic of Mauritius, who undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of a works contract referred hereto, 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 Rs 50million who undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, shall be eligible for a Margin of Preference of 20%.
- (b) Any bidder incorporated in the Republic of Mauritius not satisfying all the conditions mentioned in (a) above but undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, 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 for executing the works contract on the site.***

**MARKINGS**

<i>SN</i>	<i>Description of Works</i>	<i>Unit</i>	<i>Maximum Marks</i>
1.	<i>Preparation of Road Surface, Removal of Vegetation humus and other rubbish and loose soil. Spreading hard core approved broken basalt stone – 125mm to 200mm and constructed to a finished thickness of 300mm minimum</i>	Square Metre	15
2.	<i>Concrete Kerbs for Road Borders (K1 -330 x 150 x1000mm)</i>	Linear Metre	15
3.	<i>Spread 150mm thick crusher run and compaction</i>	Square Meter	15
4.	<i>Supply &amp; Apply prime coat at the rate of 0.6kg/m<sup>2</sup> and wearing coarse 60mm bituminous asphaltic concrete (0-10) with bitumen content of 5.6% as appropriate over MC 30 tack out</i>	Square Meter	30
5.	<i>Raising of manhole covers – (≤500)</i>	Unit	5
6.	<i>Raising of manhole covers (&gt;500)</i>	Unit	5
7.	<i>Raising of slab covers of cross drains of size up to 900 mm wide</i>	Linear Metre	5
8	<i>Construction of retaining wall in stone masonry structure coverage width 350mm, with increasing width at an angle of 30<sup>0</sup> 0- 500mm 501 – 1000mm</i>	Linear Metre	5
9.	<i>Adjustment of levels of private entrance and side lanes (Asphaltic Concrete)</i>	Ton	5
	<b>TOTAL</b>		<b>100</b>

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## **PART 2 – Employer’s Requirements**

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## **Section V - Employer's Requirements**

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## SPECIFICATIONS

### ***SCOPE OF WORKS/REQUIREMENTS***

The Council is inviting bids from Road Contractors for Construction and Tarring of roads in Bituminous Asphaltic concrete.

***The contract for this project is valid upto one year from date of issue of first Works Order.***

***The project to be implemented as and when required subject to confirmation of funding.***

#### • ***ROAD CONSTRUCTION***

##### (a) ***SUBSOIL (Formation)***

The Contractor should ensure that the subsoil is free from all vegetation, humus and other rubbish.

- (b) Before spreading hard core, the subsoil should be cleared of all loose soil. All high places should be reduced, low places made good with selected materials and watering carries out as directed by the Head, Public Infrastructure Department. The surface must be rolled with a heavy roller to provide an even true and compacted sub-grade to 95% HS Heavy.

##### © ***BASE & KERB WORK***

The contractor shall provide reinforced flush concrete kerbs (300 x 150 x 1000) for the road borders.

##### (d) ***HARD CORE***

Hard core shall be of approved broken basalt stone 125mm to 200mm and constructed to a finished thickness of 300mm minimum. Small size gravels of 50mm to 100mm shall be spread to fill the voids. During this operation the Contractor must ensure a cross fall or 1:40 from crown to edge of road. Compaction should be done with an 8-10 ton roller. ***After base work and prior to application of bitumen the head, public Infrastructure Department shall be informed for inspection.***

##### (e) ***WEARING COURSES***

The Contractor shall spread 150mm thick crusher run and compact it with 8-10 roller to 98% BS Heavy.

The Contractor should apply to the bearing cum wearing course a layer o 60mm bituminous asphaltic content of 5.6% as appropriate over MC 30 tack coat.

***The Contractor should submit one core test results for each lane constructed, bitumen extraction test certificate of asphaltic concrete and compaction tests certificate on each lane.***

- ***CROSS DRAIN***

The Contractor shall where instructed by the head of public Infrastructure Department construct cross-drains with concrete bedding kerbing and heavy slabs (150 x 600 x750) according to current norms and specifications as well as any other works quoted under “minor items” as per prevailing specifications.

- ***MACADAM***

The Macadam shall consist of crushed sound blue basalt rock free from blow holes, and shall be washed clean of dust and loose particles, in order to ensure proper adhesion of the bitumen and/or emulsion to each particle of macadam.

- ***BITUMEN***

Penetration grade bitumen shall be petroleum residual bitumen or lake asphalt fulfilling the requirement of the A.A.S.H.O or Asphalt Institute Standard Specifications.

- ***APPLICATION OF BITUMEN***

No bitumen shall be applied without approval of the previous stage having been given in writing from the Head, Public Infrastructure Department or his representative and without the Employer being present throughout the entire operation of spraying. ***No spraying of bitumen will take place during wet weather or on top of wet stone and all chippings shall be dry before spreading.***

- ***PLANT, LABOUR, MATERIALS AND TRANSPORT***

The Contractor shall apply all plants labour, materials and transport necessary for the proper completion of the work in accordance with the above specifications. ***Contractors who do not possess the required plants and equipment (roller and asphalt pavers in particular) will not qualify for this tender.*** Contractor should indicate the sites where these plants and equipment may be checked before the tender is allocated.

- ***WATCHING AND LIGHTING***

The Contractor shall provide warning lights, temporary access and keepers as directed by the head, Public Infrastructure Department or his representative and will be held responsible for any damage done to vehicles and properties, if these result from carelessness on his part.

- ***SUNDAY WORKS, ETC.***

No works whatsoever payment will be carried out by the Contractor after the usual working hours or on Sundays and Public Holidays without specific approval of the head, public Infrastructure Department or his representative.

***All claims payment should be accompanied by the vouchers (for asphaltic concrete) for each specific site for verification by the Head, Public Infrastructure Department or his representative. The claim shall not otherwise be entertained. The Contractor should obtain the prior approval of the Head, Public Infrastructure Department or his representative in writing in each stage of the work and specially before any coat of bitumen is applied.***

- ***ASPHALTIC CONCRETE***

The grading of the combined aggregate and filler shall be a smooth curve within and approximately parallel to the appropriate limits given below:

<b><i>PERCENTAGE PASSING BY WEIGHT</i></b>			
<b><i>B.S. SIEVE SIZE</i></b>	<b><i>BASE COURSE</i></b>	<b><i>WEARING COURSE</i></b>	<b><i>FOOT PATH</i></b>
50.8 (2") 38.1(1 1/2")	85-100	100	100
25.4(1") 19.0(3/4")	75-90 65-82	100	100
12.7(1/2") 9.5 (3/8")	55-20 45-65	85-100 75-95	85-100 75-95
4.8(3/16") No. 7	30-50 20-40	50-70 35-55	50-70 35-55
No. 36 No. 200	7-20 2-6	12-23 4-8	12-23 4-8

The working mix shall comply with the following requirements for the Marshall Stability Test ASTM D 155965 T based on 75 blow compaction of specimens.

<b><i>B.S. SIEVE</i></b>	<b><i>BASE COURSE</i></b>	<b><i>WEARING COURSE</i></b>	<b><i>FOOT PATH</i></b>
Marshall Stability	4000 x 7000 N	5000 – 7000 N	3500 – 6000 N
Flow Value	2mm – 4mm	2mm - 4mm	2mm – 4mm
Void in total mix% by weight	3-7	3-5	2-4
Bitumen binder content % weight of total aggregate	4.5 to 5.5%	5.5 to 6.5	Up to 8%

The proportion of the filler (portion of material passing No. 200 B.S Sieve and Bitumen) shall be in conformity with the following:

Range for proportion of filler around specified filler content:

$\pm 1\%$  of specified weight of mix

Range of proportion of bitumen around specified bitumen content:

$\pm 5\%$  of the specified weight of the bitumen

- ***JOB MIX FORMULAS***

The contractor shall carry out trial mixes to determine the job mix at least 30 days before production of bitumen mixes are started and as soon as possible after commencement of aggregate production.

**The Contractor shall submit for the approval of the Head, Public Infrastructure Department the job mix formulas and results of the test carried out on the trial mixes including the results of tests carried out at ranges of bitumen content from below the proposed bitumen contents to above. Specimen tests on each asphalt content shall be made in quadruplicate.**

- ***MIXING PLANT***

Asphaltic concrete shall be prepared in a central mixing plant which shall be capable of and operated so as to produce a mixture within the Job Mix Formula.

- ***PREPARATION OF AGGREGATES***

Aggregate shall be furnished in at least three sizes. Each type of aggregate as delivered shall be stockpiled separately. Where cold feeder bins are used each fine aggregate shall be placed in a separate bin, or, should the number of aggregate types being used make this possible, the fine aggregates shall be thoroughly blended in such a manner and in such proportions as approved by the head of Works prior to being placed in the feeder bin. Aggregates shall be handled and transported between the crushing and screening plant and methods which shall ensure that segregation does not occur and that moisture content variation are not large enough to affect the uniformity of the temperature of heated aggregates at entry of the mixer.

Aggregates shall not be permitted to roll down the slopes of stockpiles in either placing or feeding to the dryer. Stock pile layer of aggregate with moisture contents differing sufficiently to affect the uniformity of the said temperature shall not be worked simultaneously. The mechanical feeders shall be adjusted to provide delivery of the desired proportions to the dryer. The aggregate shall be heated and thoroughly dried before entering the hot-bins such that the moisture content of the aggregates is less than 1% by mass. The temperature of the aggregate, determined as it enters the mixer shall be such that the temperature of the finished mixture will be within the tolerance specified. The heated and dried aggregate shall be separated into at least three sizes as approved by the Engineer. Filler shall be stored and batch separately and may be heated.

- ***PREPARATION OF ASPHALTIC CONCRETE***

The aggregate without filler, prepared as specified above, shall be accurately weighed and conveyed in to the mixer in the proportionate amounts of each aggregate size required to meet the job Mix. The required amount of bitumen for each batch, shall be introduced into the Mixer and mixed for 5 to 10 seconds.

The filler shall be added after the bitumen and mixing shall continue after the addition of filler for at least the length of time recommended by the manufacturer or such longer time as is necessary to ensure adequate coating of aggregate and uniform distribution of filler. The plant shall not be operated at a higher production rate than the manufacturer's rated capacity.

Bitumen shall be heated to enter the mixing chamber at a temperature so kinematic viscosity is in the range of 180 to 300 centistokes. At no time shall bitumen be heated in excess of 180<sup>0</sup> C and any that is so heated shall be removed from site at Contractor's expense. The aggregates, excluding filler which shall not be heated, shall be heated to enter the mixing chamber at a temperature varying not more than 15<sup>0</sup> C from that of the bitumen. The temperature of the aggregate and bitumen shall be chosen within the above limits and having regard to the prevailing air temperature and haulage distance to ensure that the temperature of the mix is between 120<sup>0</sup> C and 160<sup>0</sup> C when it is laid. Thermometers reading between 120<sup>0</sup> C and 200<sup>0</sup> C shall be provided in the bitumen heating tank and for used in the mixing chamber or at its discharge point. Thermometers for observing air and surface temperature between 1<sup>0</sup> C and 66<sup>0</sup> C and for observing mix temperatures between 66<sup>0</sup> C and 180<sup>0</sup> C shall be provided at each laying point

The volume of the aggregate and bitumen shall not be so great as to extend above the tips of the mixer blades when the blades are in a vertical position. All overheated and carbonized mixtures or mixtures, which foam or show indication of moisture will be rejected. When moisture is detected in the finished mixture all aggregated in the bins shall be removed and returned to the stockpiles.

- ***TRANSPORT OF MIXTURE***

The mixed materials shall be transported from the asphalt plant to the site of the work in trucks clean, tight smooth bodies which shall be treated to prevent adhesion of the mixture.

Soapy water or lubricating oil may be used for the coating the bodies, gasoline, kerosene or other solvent shall be used for this purpose.

The bodies of the trucks shall if required by the Engineer be covered and insulated to maintain the heat loss within the requirements.

- ***LAYING OF MIXTURE***

Immediately before placing the mixture, the existing surface shall be cleaned of all loose and deleterious materials. The speed of the approved mechanical paver shall be regulated to eliminate pulling or tearing of the mix during placing.

The temperature of the mixes measured in receiving hopper of the asphalt paver shall not be lower than 130<sup>0</sup> C. Mixes which have lower temperature shall be discarded.

The 150mm width of strip along the edge adjacent to the area on which the succeeding lane will be placed shall be left unrolled until the adjacent lane is placed. After the preceding lane has been compacted, the adjacent shall be placed, finished and compacted as for the preceding lane except that the rolling shall be extended to include the 150 mm width of strip not previously compacted.

The Contractor should arrange his work that all adjacent lanes over any section of road being surfaced are placed, compacted and finished off the same day.

At joints with existing compacted bituminous surfacing, whether it be new or old work, the edge of the existing surfacing along the joint shall be neatly cut away in straight lines over a sufficient width to ensure full specified thickness of new surfacing being placed and exposed edges in the existing work shall be painted with hot bitumen immediately in advance of placing the new work.

If for any reason, the paver should drift away from an adjacent lane during construction the unfilled space so made shall be carefully filled with fresh hot mixture obtained from the hopper of the paver or from the truck. Stealing mixture from that already spread to fill up those areas will not be permitted.

In limited areas, where the use of mechanical spreading and finishing equipment in impractical, the mixture may be spread by hand. When hand spreading is permitted, the mixture shall be dumped on metal sheets outside the area by means of hot shovels. The

mixture shall then be spread by means of hot rakes, using the back of the rake for distributing the material and reducing the amount of raking to a minimum in order to avoid segregation of various size of aggregate in the mixture.

Any fresh mixture spread accidentally on the existing work, as a joint shall be carefully removed by brooming it back with a stiff broom on to uncompacted work, so as to avoid formation of irregularities at the joint. The finish at joints shall comply with the surface requirements and shall present that same uniformity of finish texture and density as other sections of the work.

Any defect in the surfacing work, caused by the faulty workmanship shall be corrected and made good by the Contractor at his own expense and to the satisfaction of the Engineer. Care shall be exercised at starting and stopping of the paver to prevent the formation of lumps and depressions.

- ***COMPACTION OF MIXTURE***

Roller operators shall be fully trained and experienced men. Immediately after spreading the mixture shall be rolled with an 8-10 tons smooth steel wheeled roller or a pneumatic tyred rolled. All rolling shall be longitudinal and shall commence at the outer edges of the road, the progress towards the centre of the road. The layer shall be compacted while the mixed materials temperature is within 130<sup>0</sup> to 115<sup>0</sup> C. The roller shall be driven so that the driven wheels are closest to the spreader and all steering shall be carried out when on compacted material. Rolling shall continue until the uniform texture and density free from roller wheel marks and true to grate and cross section. Rolling speed should be about 3 km per hour. The roller wheels shall be clean and smooth and to prevent adhesion of the mix the wheels shall be kept moistened with water, but an excess of water will not be permitted.

At all places not accessible to the roller, the mixture shall be thoroughly compacted with hot hand tampers. Hand tampers shall weigh not less than 12 kg and shall have a taming face of not more than 0.03 m<sup>2</sup>.

Any mixture, which does not comply with this specification or is in any way defective shall be immediately removed and replaced with fresh hot mix which shall be immediately compacted to conform with the surrounding area all at the Contractor's expense. Skin patching on a rolled area will not be allowed. The voids ration in the compacted layer shall be in the range of 2-4% in footpaths, 3-6% for the road wearing course and 3-8% for the base course. The density shall be more than 97% of the density determined in the Marshall Test.

The roller must never be allowed to stand on freshly laid premix.

- ***DIMENSIONAL TOLERANCES***

The finished surfaced of the premix wearing course shall be true to the line, grade and cross section when tested with a 3m long straight edge applied parallel to the centre line of the road and when tested with a crown template or camber board conforming to the specific cross-section applied at right angles to the centre line of the road, the variation of

the surface from each testing edge between any two contacts with surface shall at no point exceed 6mm.

Any irregularities exceeding such specified tolerance shall be suitably corrected by the Contractor at his own expense until these requirements are met.

Corrective work shall be carried out such a manner as to blend in Colour, texture and finish with adjacent work.

The thickness of any layer of premix shall at no point be less than the specified thickness.

Extra payment shall not be made for layers thicker than that specified.

- ***BITUMINOUS CONCRETE WEARING COURSE 0/10 WITH BINDER CONTENT 5.5 – 6.0%***

The price quoted for this item shall include:

- ✚ Preparatory works on the road being resurfaced which shall include sweeping and carting away of any distance of all materials to be disposed of.
- ✚ Spraying tack coat at the rate of 0.6kg/m<sup>2</sup> of cut-back bitumen as per specification
- ✚ The supply and transport of bitumen, washed aggregates and filler to the Asphalt plant.
- ✚ Making the asphalt concrete as per specification
- ✚ Transporting the asphalt concrete to the site
- ✚ Spraying, Compacting and smoothing the asphalt concrete as per specification, including on narrow surfaces and other areas where this has to be done by hand
- ✚ Trimming of the edges and
- ✚ Any miscellaneous cost which may arise.

- ***MANHOLE RAISING***

The price quoted for this item shall include:

- ✚ Excavation in any type of material
- ✚ Demolition of any headwork or supporting slab or re-working the outer edge of the existing man-hole
- ✚ Supply on site of all the necessary plant and materials, erecting the formwork, fixing the reinforcement and placing the concrete as per specification
- ✚ Curing the concrete
- ✚ Striking the formwork
- ✚ Placing and adjusting the covers
- ✚ Clearing the site and
- ✚ Trimming of the edges and
- ✚ Any miscellaneous cost which may arise.

- ***PRECAST (OR CAST IN-SITU) CONCRETE KERBS***

The price quoted for this item shall include:

- ✚ Excavation in any material, including rock
- ✚ Carting away of excess excavated materials
- ✚ Supplying, fixing /placing or formwork, reinforcement and concrete
- ✚ Curing of concrete
- ✚ Striking of formwork
- ✚ Backfilling and smoothing as required and
- ✚ Any miscellaneous cost which may arise

- ***MASONRY STRUCTURE***

The price quoted for this item shall include:

Construction of retaining wall in stone masonry structure, made of undercomposed basalt obtained from sound approved rock with mortar infill including all necessary excavations in rock as well, grading bottom, form work, forming ends, finishes and removal/carting away of surplus spoil from site. 75 mm Ø UPVC weepholes to be provided at every 4.0 m<sup>3</sup>. 50mm thick concrete layer to be provided for coping and 200mm strip footing in concrete grade 25/20. Coverage width 350mm and height not exceeding 2000mm.

- The Contractor should ensure that no water pooling occurs on the finished road surface.
- Repairs to broken water pipes or any underground services if damaged to be carried out at no extra cost to the client.
- The Contractor should provide at no extra cost at least one core sample for every road constructed and tarred.
- All manholes, drains, etc. should be raised to new road levels. Raising of manholes and slab covers of existing drains, repairs to road kerbs and construction of speed breakers, etc. will be paid separately.

However, fire hydrants and CWA valves will be calculated on gross area basis.

- Relevant correction or private entrances to make up level of road should be carried out.

***NOTE: (a) The specification for materials and workmanship will be same as that approved by the Road Development Authority, copy of which may be available for inspection.***

***(b) Core test result to be submitted for each lane constructed.***

***(c) Compaction test result shall be submitted as required as stated in the specifications***

***(d) Contractors who do not possess rollers and asphalt pavers will not be qualified for this tender or must submit lease undertaking or lease agreement at the time of submission of bid along with the Bid failing to which the Bid will be considered as non-responsive.***

- ***DIVERSION OF SERVICE LINES/PIPES (CEB/MT/CWA/WMA)***

Excavate, displace, reconnect, relay existing service line/pipes, and provide for bedding 5 mm basalt aggregate 100mm wide thick below pipe. Selected granular backfill, 300mm thick above crown pipe. Warning tape 300mm wide. Regular backfill excluding stones greater than 100mm and crusher run 0/20. Arrangement may be made for possession of pipes and fittings from CWA for above work as far as possible.

The Contractor is required to liaise with the Authorities.

- ***Liason with Police and other Officials***

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

- ***First Aid, Welfare and Safety Precautions***

The Contractor shall provide, equip and maintain an adequate First Air Station on the site of works and provide all necessary transport and shall have experienced First Air personnel available for attending to minor accidents.

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

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

- ***Alterations to and Preservation of Services***

Where work is being carried out in the vicinity of overhead power lines, the contractor is responsible for ensuring that all persons working in such areas are aware of all necessary precautions to be taken in the vicinity. The Contractor's attention is drawn to BS 162 which states safe clearance for various voltage.

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

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

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

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

Should any existing services be uncovered in the area of the works, the Contractor shall be responsible for arranging for the protection of such services including removal, modification or diversion if necessitated by the works, subject to the approval of the Engineer.

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

Any damage to, or interference with existing services, occasioned during the progress of the works, shall be deemed to be the responsibility of the Contractor. He shall undertake to make good at his own expense any damage of all claims arising from such damage or interference however caused.

- ***Traffic Deviations, Traffic Controls and Signs***

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

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

Provision and maintenance of traffic diversion will be responsibility of the Contractor. The Contractor shall allow in his rates for the provision of traffic signs and the regulation of traffic flow necessary for normal traffic diversion. If a major deviation requiring measures over and above that required normal traffic diversion is required the same will have to be submitted to the Engineer for approval prior to start of the works. The Contractor will be entitled to additional payment, if any, for the major deviation at rates to be agreed with the Engineer.

The Contractor shall ensure that neither his own operations nor trespass by his employees, shall interfere with the operation and maintenance of traffic diversions.

- ***Sign Boards***

Signboards shall be erected by the Contractor at locations to be given by the Engineer:

The Contractor shall obtain instructions from the Head, Public Infrastructure Department in respect of the information to be displayed on signboards.

The Contractor will be deemed to have allowed for in his rates, the erection of a minimum of one signboard per Works Order awarded.

- ***Clearance On Completion***

The Contractor shall be responsible for and ensure that each site is cleared of all debris and unused or excess materials after completion of the Works. All excess materials shall be carted away and the site left in a clean and tidy state to the satisfaction of the Engineer. The costs for this work are deemed to be included in the Contractor's rates.

# DRAWINGS

**NOT APPLICABLE**

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**PART 3 –**

**CONDITIONS OF CONTRACT**

**AND**

**CONTRACT FORMS**

## **Section VI. General Conditions of Contract**

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

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

## Section VII. Particular Conditions of Contract

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

<b>A. General</b>	
<b>GCC 1.1 (r)</b>	The Employer is: <i>The District Council of Riviere Du Rempart</i>  <i>Represented By: Mr. D. Gopaul</i> <i>Chief Executive</i>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall <i>be Twelve months as from date of issue of first Works Order</i>
<b>GCC 1.1 (y)</b>	The Project Manager is : <i>The Head of Public Infrastructure Department, The District Council of Riviere Du Rempart</i>
<b>GCC 1.1 (aa)</b>	The Site is located <i>within the jurisdiction of the District Council of Riviere Du Rempart management area</i>
<b>GCC 1.1 (dd)</b>	“The Start Date shall be <i>7 days after handing over of site</i> ”
<b>GCC 1.1 (hh)</b>	The Works consist of <i>Construction and tarring of roads within the area of the Riviere Du Rempart District Council</i>
<b>GCC 2.2</b>	<i>NOT APPLICABLE</i>
<b>GCC 2.3(i)</b>	<i>NOT APPLICABLE</i>
<b>GCC 3.1</b>	The language of the contract is English  The law that applies to the Contract is the law of Mauritius.
<b>GCC 5.1</b>	The Project manager <i>may delegate</i> any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>In the event, there are other Contractors working on the sites, the Council will ensure, as far as possible, that the works of the other contractors do not disrupt the Contractor’s work.</i>
<b>GCC 13.1</b>	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:  <div style="margin-left: 40px;"> <p>(a) for the Works, Plant and Materials: <i>Rs 3.5</i></p> <p>(b) for loss or damage to Equipment: <i>Rs 3.5</i></p> </div>

	<p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <b>Rs 3.5</b></p> <p>(d) for personal injury or death:  (i) of the Contractor’s employees <b>Rs 3.5</b></p> <p>(ii) of other people: <b>Rs 3.5</b></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<b>GCC 14.1</b>	Site Data are: <i>NOT APPLICABLE</i>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>3 Days after issue of Works Order</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>No Adjudicator shall be appointed for this Contract.</b>
<b>GCC 24.</b>	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p style="text-align: center;"><b>“ The Competent Courts Of Mauritius ”</b></p>
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>Not applicable.</b>
<b>GCC 24.4</b>	<b>NOT APPLICABLE</b>

<b>B. Time Control</b>	
<b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.
<b>GCC 25.3</b>	The period between Program updates is <b>15 days</b> . The amount to be withheld for late submission of an updated Program is <b>25% of next interim payment</b>
<b>C. Quality Control</b>	
<b>GCC 33.1</b>	The Defects Liability Period is: <b>365 Days</b>
<b>GCC 39.7</b>	Interim Payment for Plant and Material on site <b>is not applicable</b>
<b>D. Cost Control</b>	
<b>GCC 41.1 (l)</b>	<b>Cyclonic Weather Class III</b> <b>Continuous rainfall for four hours duration</b> <b>20mm of rainfall per day</b>
<b>GCC 43.1</b>	The currency of the Employer's country is: <b>Mauritian Rupees.</b>
<b>GCC 44.1</b>	The Contract <b>is not subject to price adjustment</b>
<b>GCC 45.1</b>	The proportion of payments retained is: <b>10%</b> <b>Half of the retention money will be released after formal taking over of the works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.</b>
<b>GCC 46.1</b>	The liquidated damages per value of Works O are:  <b><math>1/2000 \times</math> value of the project per day subject to a minimum of Rs 1,000 per day.</b>  <b>The maximum amount of liquidated damages for the whole of the Works is 10% of the Contract Price</b>
<b>GCC 47.1</b>	The Bonus for the whole of the Works is : <b>NOT APPLICABLE</b>
<b>GCC 48.1</b>	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> . <b>NOT APPLICABLE</b>
<b>GCC 49.1</b>	<b>A Performance Security in the form of a Bank Guarantee for an amount of Rs 500,000.00 initially and may be required to be renewed for additional amount.</b>

<b>E. Finishing the Contract</b>	
<b>GCC 55.1</b>	<p>The date by which operating and maintenance manuals required is <i>[insert date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[insert date]</i>.</p>
<b>GCC 55.2</b>	<p>The amount payable with or without penalty for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount in local currency]</i>.</p>
<b>GCC 57.2 (g)</b>	<p>The maximum number of days is: <i>30 Days after which the District Council of Riviere Du Rempart reserves the right to determine the Contract.</i></p>
<b>GCC 59.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>30%</i></p>

## Section VIII - Contract Forms

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

### Table of Forms

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# Letter of Acceptance

*[ on letterhead paper of the Employer]*

..... *[date]* .....

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

Subject: ..... *[Notification of Award Contract No]* .....

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

# Performance Security

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

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

**Date**.....

**PERFORMANCE GUARANTEE No.:**.....

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

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

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

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

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

**Signature(s)**.....

## Sample Form of Preference Security

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

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible  
 to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [*amount  
of Guarantee*]<sup>10</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>10</sup> Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

# Advance Payment Security

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

**Beneficiary:** ..... *[Name and Address of Employer]* .....

**Date:** .....

**Advance Payment Guarantee No.:** .....

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

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

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

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

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

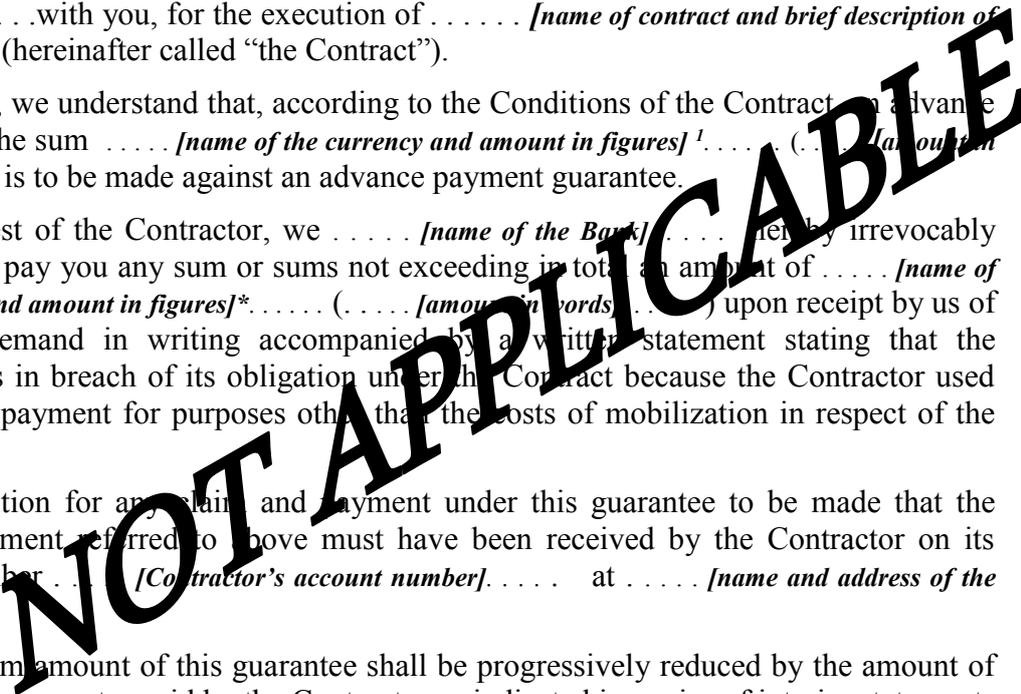
..... *[Seal of Bank and Signature(s)]*. . . . .

**Note –**

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

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

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



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