



# **BIDDING DOCUMENTS**

**Issued on: 13<sup>th</sup> December 2019**

**Open National Bidding**

**for**

**Design and Construction of Municipal  
Funeral Parlour at La Tour Koenig**

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**Procurement Reference No: ONB/CCPL/008/19-20**

**THE MUNICIPAL CITY COUNCIL OF PORT LOUIS**  
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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

### General

- 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.
- Source of Fund**
- 2.1 The Works shall be financed by the Public Body’s own budgetary allocation, **unless otherwise stated in the BDS**.
- 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**.
- 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 1. Definitions.

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

For the purposes of this Sub-Clause:

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

**Eligible Bidders**

- 1.1 (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.
- 1.2 (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.
- 1.3 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.
- 1.4 (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)

- 1.5 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.

### **Qualifications of Bidders**

- 1.6 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.7 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.

- 1.8 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.

### Contents of Bidding Document

#### Sections of Bidding Document

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

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

- 1.10 The Invitation for Bids issued by the *Employer* is not part of the Bidding Document.

<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.

**Clarification of Bidding Document**

1.11 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.

**Site visit/Pre-bid meeting**

1.12 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.

1.13 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.

**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.

**Preparation of Bids****Cost of Bidding**

1.14 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.

**Language of Bid**

1.15 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.

**Documents Comprising the Bid**

1.16 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**.
- Bid Submission Form and Schedules** 1.17 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.
- Alternative Proposal** 1.18 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.
- Bid Prices and Discounts** 1.19 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.
- 1.20 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.
- 1.21 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.<sup>5</sup>
- 1.22 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.
- Currencies of Bid and Payment** 1.23 The bid price and rates shall be in Mauritian Rupees and fixed for the duration of the contract unless otherwise **specified in the BDS**.
- 1.24 Unless otherwise **specified in BDS** interim payment for Plant

<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.”

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

and Material on site is applicable as per GCC 39.7.

**Documents  
Comprising the  
Technical  
Proposal**

1.25 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.

**Period of Validity of  
Bids**

1.26 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.*

1.27 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.

**Bid Security/Bid  
Securing  
Declaration**

1.28 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.**

1.29 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.*

1.30 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.

1.31 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.

**Format and Signing  
of Bid**

1.32 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.

1.33 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.

## Submission and Opening of Bids

### Sealing and Marking of Bids

1.34 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.

1.35 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.

### Deadline for Submission of Bids

1.36 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.

### Late Bids

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

### Withdrawal, Substitution, and Modification of Bids

1.38 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.

### Bid Opening

1.39 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.

1.40 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.

## Evaluation and Comparison of Bids

### Confidentiality

1.41 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.

1.42 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.

### Clarification of Bids

1.43 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.

### Determination of Responsiveness

1.44 The *Employer's* determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.

1.45 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

1.46 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.

1.47 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.

### 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.

### Correction of

1.48 Provided that the bid is substantially responsive, the *Employer*

**Arithmetical  
Errors**

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.

**Margin of Preference**

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

**Evaluation of Bids**

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

1.50 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.

1.51 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).

1.52 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.*

- Comparison of Bids** 1.53 The *Employer* shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.
- Qualification of the Bidder** 1.54 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.
- Employer’s Right to Accept Any Bid, and to Reject Any or All Bids** 1.55 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.

### **Award of Contract**

- Award Criteria** 1.56 *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.
- Notification of Award** 1.57 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.

- 1.58 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- Signing of Contract**
- 1.59 Promptly upon issue of Letter of Acceptance, the *Employer* shall send to the successful Bidder the Contract Agreement.
- 1.60 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the *Employer*.
- Performance Security**
- 1.61 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).
- 1.62 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**
- 1.63 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
- Advance Payment and Security**
- 1.64 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.
- Plant and Materials on site**
- 1.65 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- Debriefing**
- 1.66 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: <b>The Municipal City Council of Port Louis.</b></p> <p>The Works consists of <b>Design and Construction of Municipal Funeral Parlour at La Tour Koenig.</b></p> <p>The name and identification of the Contract are <b>ONB/CCPL/008/19-20</b></p>
<b>ITB 1.2</b>	The Intended Completion period is <b>180 (One hundred and eighty) days</b> from start date.
<b>ITB 2.1</b>	The Funding Agency is: <b>THE MUNICIPAL CITY COUNCIL OF PORT LOUIS</b>
<b>ITB 3.2</b>	<p>(a) The address to file Challenges in respect of this procurement is:</p> <p style="text-align: center;"><b>The Chief Executive, 2<sup>nd</sup> Floor, The Municipal City Council of Port Louis, City Hall, Jules Koenig Street, Port Louis. Tel: 4056600 ; Fax: 2124258</b></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: <a href="http://ppo.govmu.org">ppo.govmu.org</a>
<b>ITB 6.2</b>	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: “none”.
<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>	<p>A1) The Contractor shall demonstrate that it is registered with the CIDB in Civil Engineering Construction Works or Building Construction Works</p> <p><b>and</b></p> <p>(A2) The Contractor shall also demonstrate that it meets experience as prime contractor of a minimum of One work of similar nature and complexity equivalent to the Work for the last 5 years.</p>

<b>ITB 6.3</b> <b>(c)</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be:  (a) Excavator  (b) Concrete mixer  (c) Poker vibrator  (d) Vibrating Roller (1.5T)  (e) (Evidence of ownership by the Bidder to be produced, or in the case of a lease equipment, the Bidder shall produce an undertaking that the equipment will be made available by the supplier for the contract)
<b>ITB 6.3</b> <b>(d)</b>	The Contractor shall submit with his bid the proposed key personnel as described below:  1. One Site Agent with minimum a Diploma in Civil Engineering or equivalent and with 2 years experience in Construction works.  2. One Foreman with a minimum of 3 years experience in Construction works.  (Note: The above key personnel should have experience in at least One (1) work of a similar nature or equivalent over the last 3 years.)
<b>ITB 6.3</b> <b>(e)</b>	The minimum amount of liquid assets or credit facilities net of other contractual commitments of the successful Bidder shall be <b>Rs 1.5 million</b>
<b>B. Bidding Documents</b>	
<b>ITB 8.1</b>	The Public Body's address for clarification is: <b>The Chief Executive, The Municipal City Council of Port Louis, 2nd Floor, City Hall, Jules Koenig Street.</b>  <b>Tel :4056600 Fax :2124258</b>
<b>C. Preparation of Bids</b>	
<b>ITB 13.1</b> <b>(f)</b>	Any additional materials required to be completed and submitted by the Bidders are:  none
<b>ITB 17.1</b>	The Contract "is not" subject to price adjustment in accordance with GCC Clause 44.
<b>ITB 17.2</b>	Interim Payment for Plant and Material on site <b>is not</b> applicable.
<b>ITB 19.1</b>	The Bid shall be valid for 90 (Ninety) days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
<b>ITB 20.1</b>	No Bid Security is required.

<b>D. Submission of Bids</b>	
<b>ITB 23.1</b>	The deadline for submission of bids shall be <b><u>Monday 20<sup>th</sup> January 2020 up to 11.00 hours (Local Time) at latest.</u></b>
	The Employer's address for the purpose of Bid submission is  <b>Attention: The Chief Executive The Municipal City Council of Port Louis 2<sup>nd</sup> Floor, City Hall Jules Koenig Street. Port Louis.</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 26.1</b>	The bid opening shall take place at: <b>The Municipal City Council of Port Louis 2<sup>nd</sup> Floor, City Hall Jules Koenig Street. Port Louis</b>  Date: <b><u>Monday 20<sup>th</sup> January 2020;</u></b> Time: <b>11.30 hrs</b>
<b>ITB 32</b>	<b>32.1 A Margin of Preference shall apply as defined hereunder and in Section IV-Evaluation Criteria.</b>  The following procedure shall be used to apply the Margin of Preference:  (a) responsive bids shall be classified into the following groups: <ul style="list-style-type: none"><li>• Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference, and</li><li>• Group B: all other bids;</li></ul> (b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.  <b>32.2 Bidders applying for a Margin of Preference shall submit, as part of their bidding documents evidence of:</b>  (a) their incorporation in the Republic of Mauritius; (b) the Joint Venture Agreement or intention to legally enter into a Joint Venture Agreement to be incorporated in the Republic of Mauritius, where applicable; (c) the percentage of the total man-days to be deployed by local manpower with break-down indicating type of works to be entrusted to the local manpower. (d) A financial statement signed by a certified Accountant vouching that

	<p>the annual turn-over of the local Small and Medium enterprise (where applicable) does not exceed Rs 50M.</p> <p>(e) their deployment of manpower to demonstrate how they will undertake to employ the local manpower for the project. The evidence may include the number of existing employees that will be involved in the project and the number of workers that may be hired temporarily. <i>Non-submission of the evidence may entail non-eligibility of the bidder for margin of preference.</i></p>
<b>F. Award of Contract</b>	
<b>ITB 40.1</b>	<p>The Standard Form of Performance Security acceptable to the Public Body shall be “a Bank Guarantee”. The Bank guarantee shall be <b>10 %</b> of the contract price inclusive of provisional and contingencies sum and VAT.</p> <p>or</p> <p><b>As per Directive 9 of the PPO the following shall apply:</b></p> <p>In Works contracts, where progressive payment is applicable, money from earlier payments may be withheld to constitute a security in lieu of a security from a bank. The public body shall in such a situation exercise the same rights on the amount withheld as normally applicable to a performance security.</p>
<b>ITB 40.3</b>	For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee at the selected bidder’s option.
<b>ITB 41</b>	The Advance Payment shall not be applicable.
<b>ITB 42.1</b>	Interim Payment for Plant and Material on site <b>is not</b> applicable.



## **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 **Ninety (90)** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;

- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;<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

---

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

<sup>7</sup> Strike out as appropriate

(p) If awarded the contract, the person named below shall act as Contractor's Representative:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seal of Company \_\_\_\_\_

## Appendix to Bid Submission Form

**Bid Securing Declaration**

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

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

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

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

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

## Qualification Information

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

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

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

Place of registration: *[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.
- 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.



## PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **ONB/CCPL/008/19-20**

*[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]*

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (Rs)	Total Price (Rs)
1.	<b>Design and Construction of Municipal Funeral Parlour at La Tour Koenig as per requirements detailed in this document.</b>	1	Lump Sum		
2.	<b>Contingencies</b>		-	-	100,000
<b>Subtotal</b>					
<b>VAT @ 15 %</b>					
<b>Total</b>					

**Priced Activity Schedule Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

### Form of Bid Security (Bank Guarantee)

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

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

**Date:** .....

**BID GUARANTEE No.:** .....

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

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

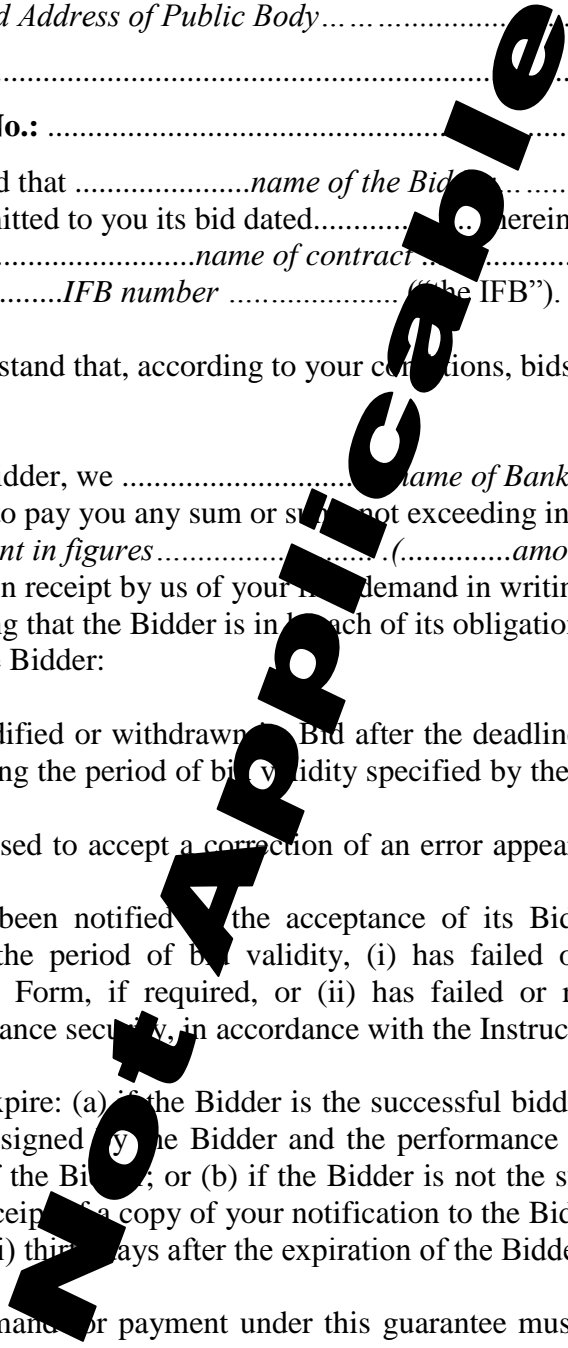
At the request of the Bidder, we .....*name of Bank*..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*amount in figures*..... (*amount in words*.....) upon receipt by us of your demand in writing accompanied by a written statement stating that the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

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

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

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

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



## Section IV - Evaluation Criteria

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

### 1. Evaluation

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

#### (a) Adequacy of Technical Proposal

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

#### (b) Multiple Contracts

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

#### (c) Completion Time

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

#### (d) Technical Alternatives

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

#### (e) Margin of Preference

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

##### 1.1 For International Bidding

A bidder, incorporated in the Republic of Mauritius, 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.

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

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

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# **Specifications**

**DESIGN & CONSTRUCTION  
OF  
MUNICIPAL FUNERAL PARLOUR  
AT  
LA TOUR KOENIG**

**DESIGN & CONSTRUCTION OF MUNICIPAL FUNERAL  
PARLOUR  
AT LA TOUR KOENIG**

**A. LOCATION OF SITE**

The site is located along the main road at La Tour Koenig, Port Louis. (See site and location attached)

**B. GENERAL**

The project comprises of the Design and Construction of a Funeral Parlour of a total floor area of approximately 295m<sup>2</sup> at ground floor level only. The building is to be constructed in a new RC frame structure in blockwall, RC columns & beams, under reinforced concrete slab. The building has to be rendered and painted internally and externally.

The siting of the building on the plot of land should allow for easy vehicular access all around and all planning norms & guidelines should be respected.

The building needs to comprise of a main hall with folding doors at the middle, provided with toilet facilities for ladies and gents, one unisex toilet for the disabled, one bathroom at rear (for giving bath to dead bodies/corpses) with an annexed wc & shower, kitchen, store, porch and a covered space at front for temporary parking of funeral car, with all necessary ramps and steps as required.

The design of the building should cater for future extension of one additional floor vertically.

The building is to be provided with all necessary openings, burglar proofing and other facilities / amenities and accessories i.e. electrical works consisting of wiring, trunking and cabling including connection to CEB network; Provision should also be made for all plumbing works/sanitary installations as required including connection to sewer mains and CWA network.

**DESIGN TEAM**

The services of a multidisciplinary design team of consultants comprising inter-alia of Architect, Civil/Structural Engineer, Mechanical Engineer, Electrical Engineer, Quantity Surveyor and other specialists need to be provided for the project.

*Necessary geotechnical investigations to be done at the contractors cost as recommended by the design team.*



**C. PROJECT DESCRIPTION AND SCOPE OF WORKS**

The project will comprise of the following:

**The Works**

- **Design and Construction** of a new frame structure in reinforced concrete and blockwall, RC columns and beams under reinforced concrete slab of a total floor area of approximately 295m<sup>2</sup> at ground floor level. The building needs to be rendered internally & externally and provision to be made for future extension vertically.
- Displacement and relocation of services if so required and to liaise with the relevant authorities and to do needful at the Contractor's costs.
- Design to cater for natural lighting and ventilation.
- To provide partitions in block wall for the bathroom area (for dead bodies) toilets, kitchens, store etc. as required
- Adequate rain water pipes to be provided.

**Toilets**

- W.C. Gents : 2 Nos. + 3 Nos. Urinals + 2Nos Wash hand basins with taps + 2mirrors to be provided for each block respectively.
- W.C. Ladies: 2 Nos. + 2Nos. Wash hand basin with taps + 2mirrors to be provided for each block respectively.
- One unisex Toilet for the disabled fitted with all necessary accessories including wash hand basin with tap, soap holder and mirror etc..  
The access door to the unisex toilet to be specifically designed for the disabled.
- Toilets to be fitted with white glazed vitreous china – European type W.C.  
and white glazed vitreous China cistern and fittings.
- Urinals to be of bowl type in vitreous china fitted with push button flushing system complete with necessary fittings and accessories.

- One wc & one shower fitted with all necessary accessories and a wash hand basin with tap, & one soap holder and mirror to be provided as indicated in the attached drawings
- One tap (douchette type) + holder to be fitted in each toilet.
- Toilets roll holders to be provided in all toilets
- Wash hand basins to be white glazed vitreous China, 400 x 500mm long, suspended type fitted in a concrete table with polished granite top cut to size, including lever action taps, bottle traps, waste plug, chains and ancillary fittings.
- Mirrors of dimensions 600x600mm to be fixed at each wash hand basins.
- Towel holders to be fixed at all wash hand basins.
- Soap holders to be provided at all wash basins.
- Floor / waste traps to be provided in all wet areas including all toilets, bath and shower.
- Bath for corpse need to be provided with one water point and 10m hose + Tap (spray type).

### **FLOORING**

- Floor tiles- Heavy duty ceramic floor tiles, anti-skid type to be provided as flooring with tiled skirting 100mm all-round the building internally including toilets and all wet areas.

(Dimension: 300 mm x 300 mm approx. and tile thickness: 7 – 10mm).

- **Wall tiles- Ceramic wall tiles to be provided to all toilets block areas, shower, bathroom and urinals.**

Height: 1.50m from floor level  
Tile thickness: 6 – 8mm

Colours and size of floor tiles and wall tiles to be as per site instructions and necessary samples to be submitted for approval.

## **OPENINGS**

### (i) Entrance Doors

- Aluminium pre-painted entrance doors to be provided and fitted with good quality ironmongeries, fittings, hinges, mortice locks and latches etc.  
*(colours to be as per instructions and samples to be submitted for approval)*
- Provisions to be made for self closing devices to all doors, inclusive of necessary fittings etc..
  - Folding doors to be provided to separate the hall in 2 equal areas.

Note: The folding door to be either in Aluminium or Metal/Wooden structures with all necessary fittings and accessories and complete with finishes.

### (ii) Windows & Top hungs

To be manufactured in pre-painted aluminium sections, glazed and fitted with good quality fittings, hinges, handles etc and to be designed to cater for natural lighting and ventilation.  
*(colours to be as per instructions and samples to be submitted for approval)*

### (iii) Burglar Proofing

Burglar proof to be provided to all openings (i.e. entrance doors, windows & fanlights) in galvanised metal sections and to be primed and painted as required.

Collapsible doors to be provided to the main entrances to the hall and bath.

### (iv) Internal Doors

All internal doors to be manufactured in pre-painted aluminium sections/sheets and fitted with good quality ironmongeries, fittings, hinges, mortice locks and latches and glazing as required

- Colour of all aluminium sections to be as per instructions, (samples to be submitted for approval)

- Necessary signage to be displayed on all doors , frontage of the toilet blocks & other rooms as required, including the Signboard on the main façade of the building of appropriate dimensions.  
The Design and dimensions to be approved.

### **ELECTRICAL INSTALLATIONS/ LIGHTING POINTS**

The whole building needs to be provided with adequate lighting and complete with necessary wirings fitted in appropriate trunking, fittings, accessories including the following:

- i. Double fluorescent tubes (complete set) 1.2m– 36W
- ii. Single fluorescent tube (complete set) 0.6m – 18W (at door entrances)
- iii. Waterproof external lighting (on all 4 sides) of the building fitted with CFL bulbs
- iv. Switch sockets 13A: (to be fixed as per instructions)
- v. Ceiling fans & Wall fans
- vi. Installations /provisions for future fixing of Air conditioners to be made in the hall

Distribution board, breakers, isolator, RCD and related works / accessories/ fittings to be included.

Connection to CEB network to be carried out, inclusive of all costs; additional posts, cabling/underground cabling, wiring and connection fees, deposits etc. to be included in the bid price.

### **PLUMBING**

All plumbing works to be carried out with good quality materials, fittings and accessories.

One external water point to be provided (location to be indicated on site)

Connection to CWA & WMA network to be carried out, inclusive of all costs, connection fees, deposits etc. to be included in the bid price.

### **WATER TANK**

One ground water tank of capacity 5000 litres, one electric pump of appropriate capacity housed in a closed RC chamber with galvanized metal openings, primed and painted and two roof water tanks of capacity 1500 litres each need to be provided and fitted with all necessary fittings, pressure pipes and accessories.

Necessary connections to the water network and electric works need to be done.

**CONNECTION TO SEPTIC TANK-ABSORPTION PITS & SOAK AWAYS**

Works will involve construction of manholes, laying of sewer pipes and connection to sewer mains /construction of septic tank, absorption pits/soak aways, catch pits inclusive of all costs, connection fees, deposits etc.

Contractor to apply for connection to CWA and WMA network and effect all necessary payments including all costs, connection fees, deposits etc.

The above fees to be included in the bid price.

**PAINTING OF BUILDING**

The building to be painted internally and externally: -

- One coat undercoat +2 coats of Emulsion paint -Internally.
- One coat undercoat +2 coats of anti-fungus paints -externally
- All metal components to be primed and painted: 1 undercoat + 2 coats gloss paint.

(Colours to be as per site instructions).

**RAMP/STEPS**

Construction of necessary ramps and steps for access to the building of appropriate dimensions as per site convenience and instruction.

The works concerning the ramp will involve excavation and compaction to required finish and levels.

Galvanised metal Balustrades to be provided to the Porch on the whole perimeter including ramps and steps. (design to be as per Council's approval)

**SCREED TO FALL/STUB COLUMNS**

- Supply and lay a screed to fall to the roof slab to the appropriate slope with approved binding agents.
- All stub columns at roof level to be cast in concrete to a height of approx. 1250mm.

### **LAYING OF WATER PROOFING MEMBRANE TO ROOF SLAB**

- Laying of double layer bituminous waterproofing membrane on sealer coat and hot laid with melted oxidised bitumen by water proofing specialist on the overall roof slabs including upstands with appropriate lappings.
- Laying of the waterproofing membrane to be in accordance with the manufacturer's specifications **with 10 years guarantee to be given.**
- The Contractor should ensure that the waterproofing treatment is free from wrinkles, buckles, blisters (trapped air) and other damage. Any damaged or defects to the waterproofing system should be corrected at the Contractor's cost, and to the Engineer's approval.
- The Contractor should clean adjacent surfaces of spillage and spattering of any adhesive materials used in the works.

#### **I. WATER TEST**

- The Contractor should carry out a 48- hour water test on the finished work to confirm the absence of any water-ponding and water leakages and the water is directed towards the rainwater discharge pipes.
- The test shall consist in filling the whole roof slabs area with water (after plugging the rain water pipes outlets) and retaining the water on the surface for 48 hours.
- Any leakage /defects found should be repaired at the Contractor's cost and another water test shall be carried out to confirm the same to the Council's Engineer satisfaction.

Note: The above tests to be carried out to Council's Engineer satisfaction

**TIDYING OF SITE/ LANDSCAPING**

- All damages caused to adjacent features, buildings, fencing etc. to be made good to the satisfaction of the Municipal City Council.
- Site to be cleared and tidied up on completion of works.
- All surplus soil and other materials to be carted away.
- All necessary hoardings to be provided as required and precautions to be taken so as to cause the least disturbance to the activities thereat and in the neighborhood.
- Levelling of ground including removal and carting away of all unwanted materials, supply of approved materials for backfilling to the required levels.

**SIGNBOARD**

A sign board for the project to be fixed on site and to be kept in good condition until completion of the project.

**Works to include:**

1. Paint to be applied to the whole building including all metal structures also.
2. Heavy duty anti-skid floor tiles and wall tiles to be fixed in the building & to all wet areas.
3. Doors to be in solid Aluminium; Windows and Top hungs to be in Aluminium & glazed as well. All Openings to be fitted with good quality fittings ,hinges, locking devices, handles etc.
4. All openings to be provided with burglarproofing and or collapsible doors.
5. Appropriate internal and external lighting points & wall Fans to be fixed as required, fitted with good quality switch, switch sockets , electrical works and necessary connections.

6. Good quality sanitary wares, showers/shower trays/ wash hand basins, lever taps in Inox, toilet roll holders, soap/liquid soap holders, & douchettes type taps etc. to be provided along with necessary plumbing works as required. Mirrors to be fixed at each wash hand basins.
7. Ground water tank + water pump & roof water tanks to be provided also.
8. Connection to CEB network , Sewer & CWA network.
9. Septic tanks/Absorption pits/Soak aways to be provided as required.
10. Provision to be made for emergency exits.
11. Construction of a concrete bin – 2m<sup>3</sup> provided with galvanized metal doors.  
(The final design and location to be as per site instruction)
12. Manufacture & supply of three (3)nos. heavy duty moveable metal tables -on wheels (manufactured in galvanized metal sections of appropriate size and dimensions, with metal sheets top & bordered on all 4 sides and fitted with heavy duty wheels) of approx. dimensions: 2m x 1m x 1m *(the exact dimensions/design will be communicated at implementation stage).*

### **OTHER REQUIREMENTS**

- Design to cater for natural lighting and ventilation.
- To provide partitions in block wall in toilets
- 2 nos. urinals (in white glazed vitreous china) to be provided in each gents toilets fitted with press taps and necessary fittings & accessories.
- 5 nos. heavy duty metal cloth hangers to be fixed in the bathroom & 3 nos. in shower
- Rain water pipes to be provided as required.



- One unisex Toilet (for the disabled) for public use fitted with all necessary fittings and accessories, toilet paper holder, wash hand basin, soap holder, mirror including other requirements.
- Access door to Unisex Toilet to be specifically designed for the disabled.
- All Toilets to be fitted with white glazed vitreous china – European type W.C. and white glazed vitreous China cistern and fittings.
- One pressure hose (douchette type) + holder to be fitted in each toilet.
- Toilets roll holders to be provided in all toilets.
- Wash hand basins to be white glazed vitreous China, suspended type 400 /500mm long, fitted in a concrete table with polished granite top cut to size, including lever action taps, plastic bottle traps, waste plug, chain if any and ancillary fittings.
- Mirrors of dimensions 600mm x 600mm to be fixed at each wash hand basins.
- Soap holders & towel holders to be provided at all wash hand basins.
- Floor / waste traps to be provided in all wet areas, including all toilets.
- Kitchen worktable to be provided with granite top and stainless steel sinks/taps etc. and fitted with built-in cupboards underneath with shelves, doors and drawers manufactured in aluminium (dark colors) in both Kitchen as required.(colour to be approved)
- All metal components to be primed and painted.

**MANDATORY REQUIREMENTS**

- **Preliminary Architectural drawings to be submitted along with the Bid and to be certified by specialists registered with respective professional bodies.**
- **The drawings submitted to be on A3 Size (1 original + 2 copies) and comprise of the following:**
  - **Site Plan**
  - **Elevations**
  - **Sections**
  - **Lay-outs etc.**
  - **Other relevant drawings so that the proposal is clearly shown**

**Non submission of the above at time of bid submission shall entail the elimination of the Bid.**

**Note:**

- After award of Contract, the construction drawings including all Architectural, Civil/Structural, M&E and other drawings will have to be certified by specialists registered with relevant Professional bodies and the concept to be approved and finalized by the Council prior to implementation of the project. Any modifications to the design as required by the Council to be at no extra costs.
- Design and Implementation to be done taking into consideration Building Control Act 2012, Occupational Health & Safety Act 2005 and other relevant acts , regulations /norms and guidelines including measures to obtain a Fire certificate for the project.
- To implement all required measures / works for obtention of a Fire Certificate. To liaise with the Mauritius Fire Rescue Services and apply for Fire certificate/clearance prior to and after construction. To make provision for Fire exits etc.
- To apply and obtain the necessary Fire certificate on completion of construction works.

- Contractor to liaise and/or apply to service authorities such as CWA, CEB, WMA, Mauritius Fire Rescue Services and other relevant authorities to ensure that the proposed design comply with all statutory regulations prevailing in Mauritius and to obtain their clearances as may be required prior to start of works and handing over of the building to the client.
- **As made drawings to be submitted on completion of project and same to be certified.**

**PROJECT : FUNERAL PARLOUR  
AT LA TOUR KOENIG**

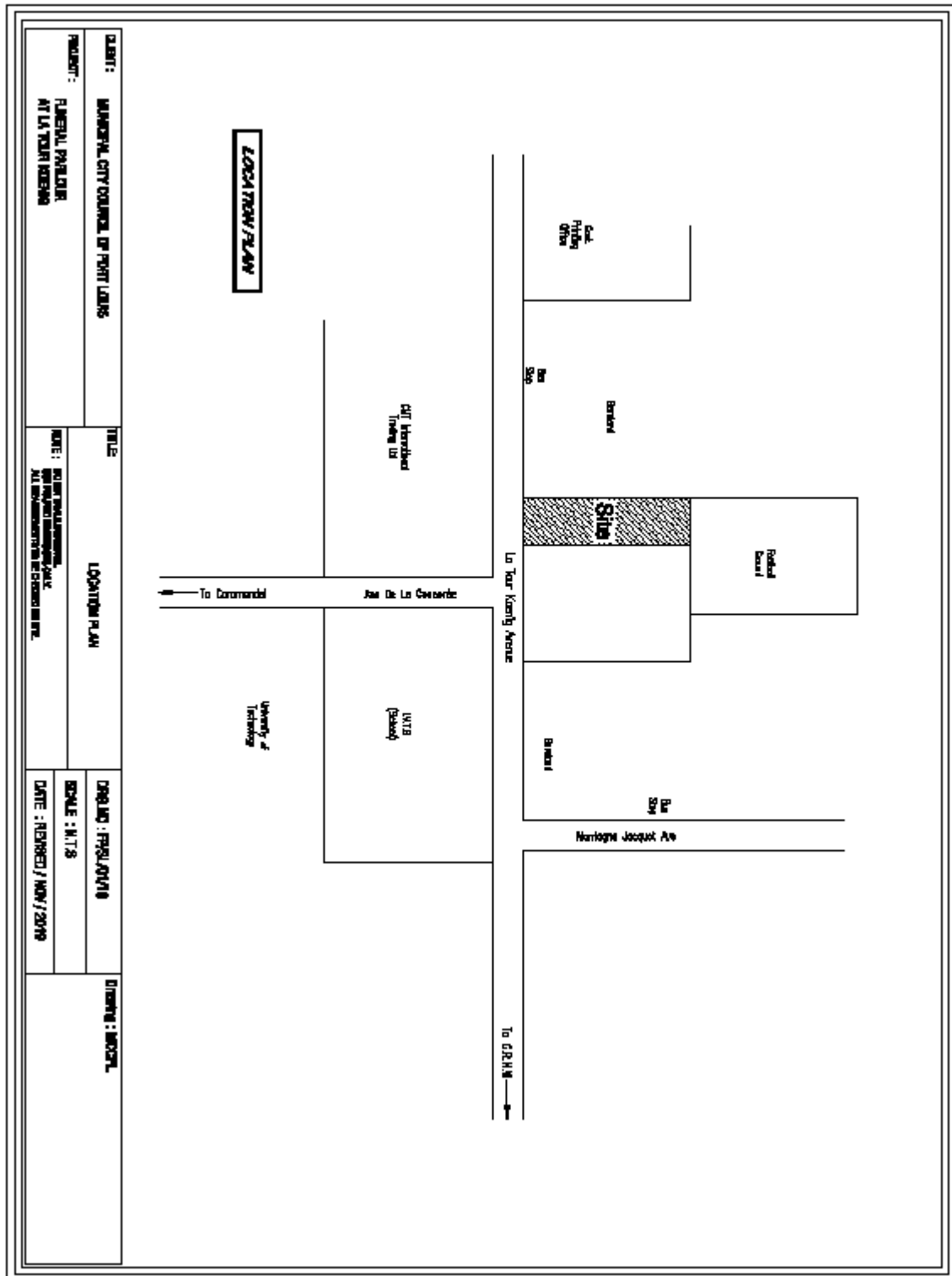
**CLIENT : MUNICIPAL CITY COUNCIL OF PORT LOUIS**

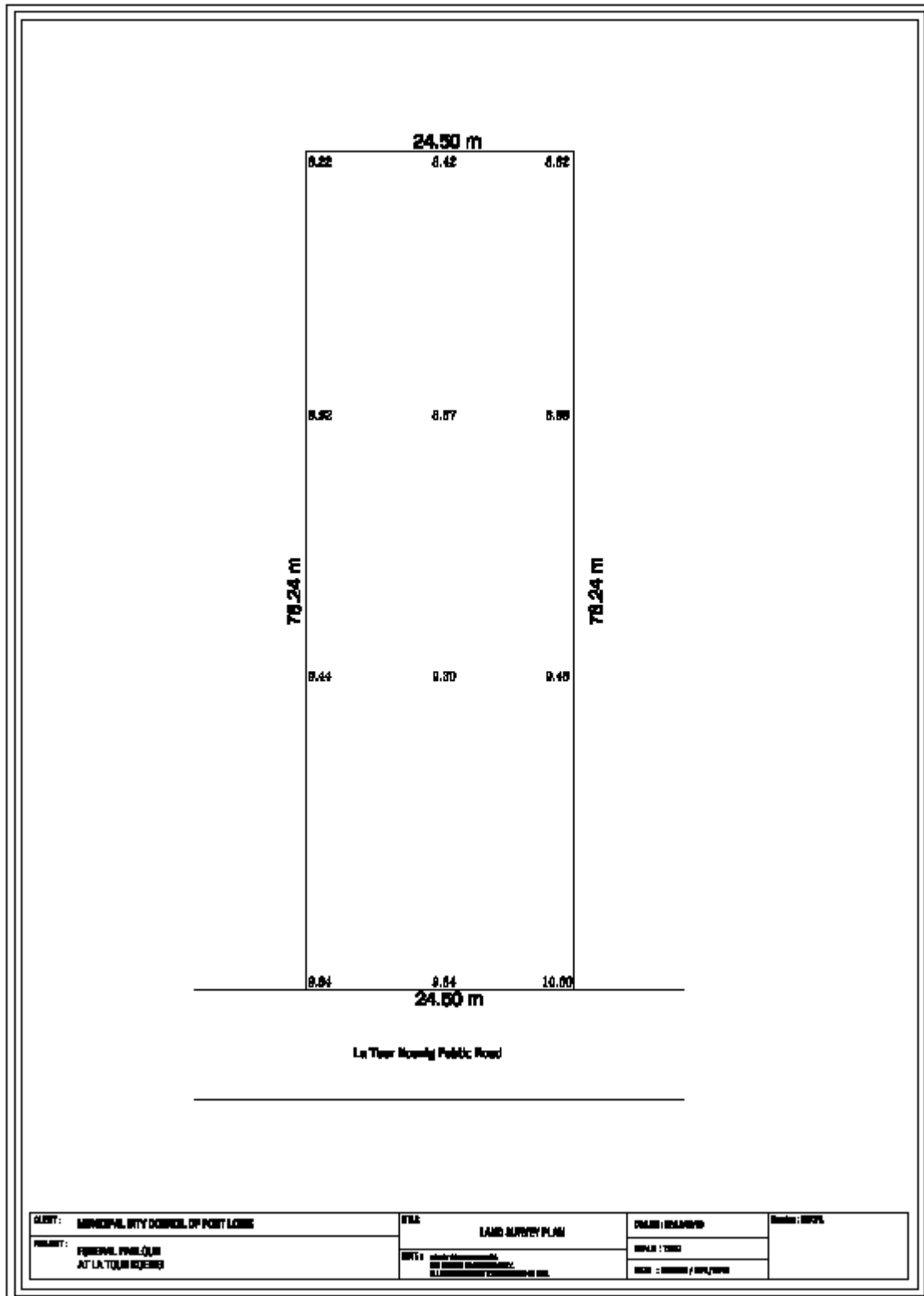
**Revised Drawings - ( 5 Pages)  
Nov 2019**

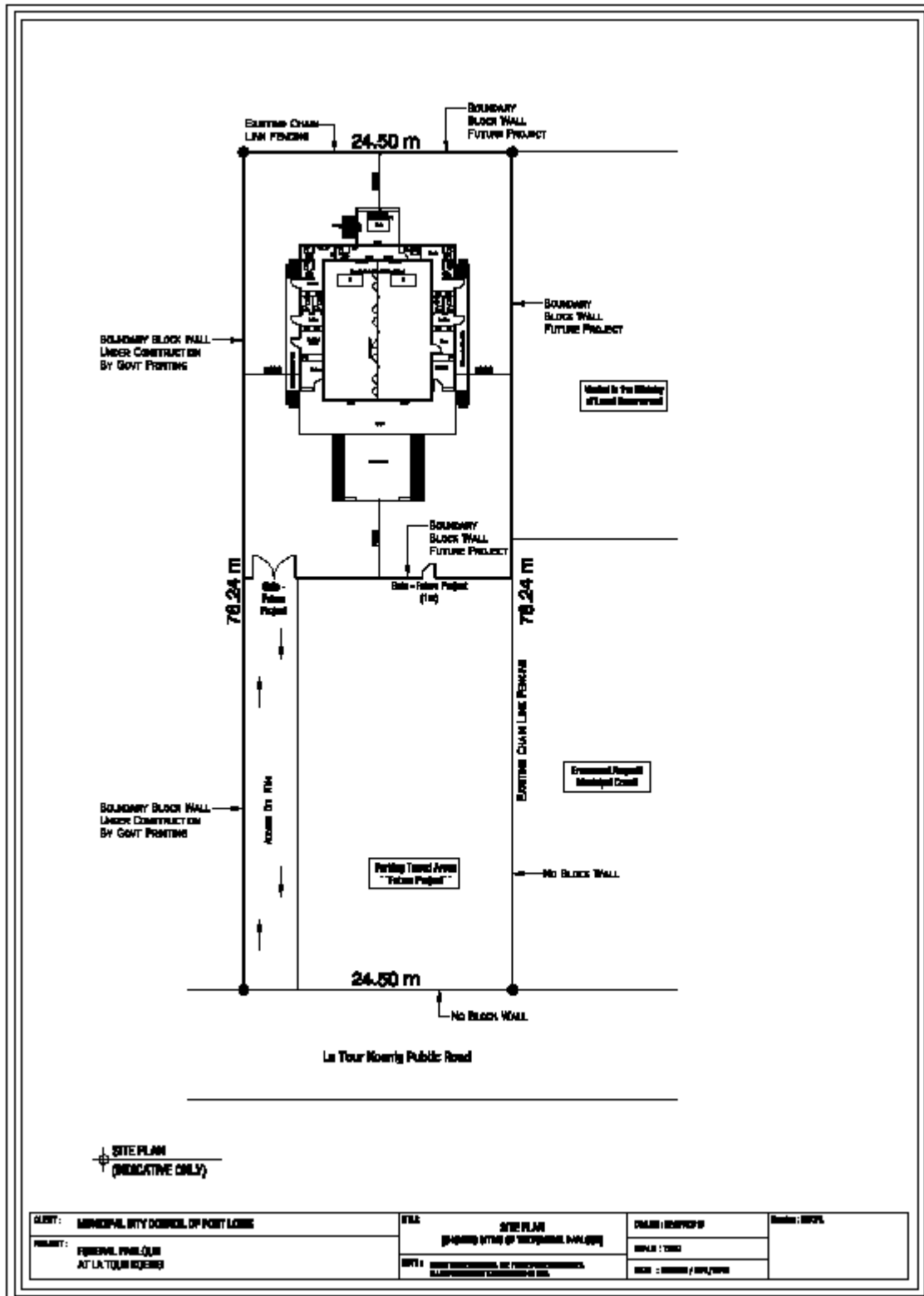
<b>LOCATION PLAN :</b>	<b>DRG.NO : FP/SL/01/19</b>
<b>LAND SURVEY PLAN :</b>	<b>DRG.NO : FP/LS/02/19</b>
<b>SITE PLAN (SHOWING SITING OF THE FUNERAL PARLOUR) :</b>	<b>DRG.NO : FP/SP/03/19</b>
<b>LAYOUT PLAN (INDICATIVE) :</b>	<b>DRG.NO : FP/SLP/04/19</b>
<b>FRONT ELEVATION (INDICATIVE) :</b>	<b>DRG.NO : FP/FE/05/19</b>

# Drawings

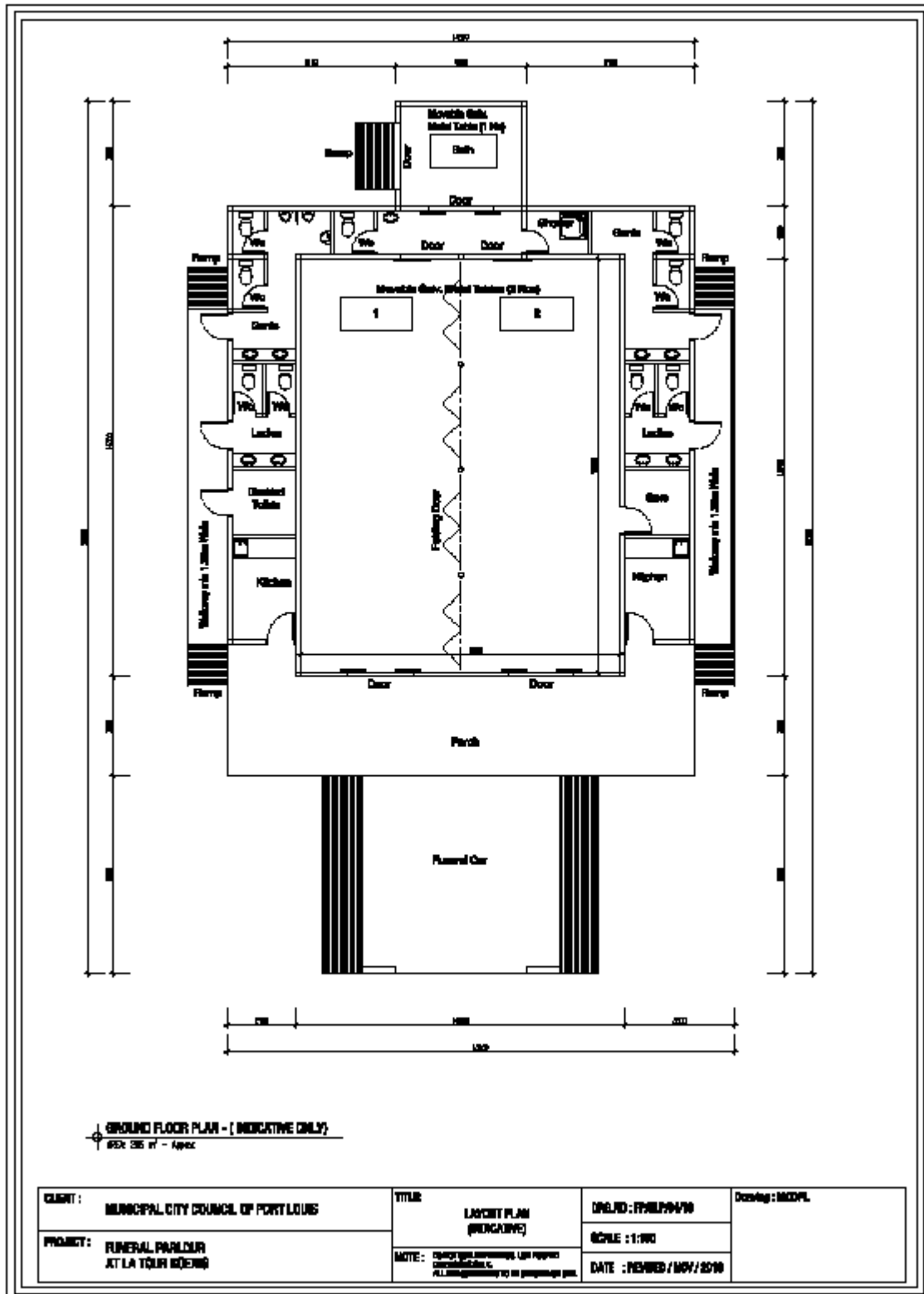
- Site & Location Plan – FP/SL/01/19
- Land Survey Plan - FP/LS/02/19
- Site Plan (*showing siting of the Funeral Parlour*)  
- FP/SP/03/19
- Layout plan (*indicative*) - FP/LP/04/19
- Front Elevation (*indicative*) - FP/FE/05/19

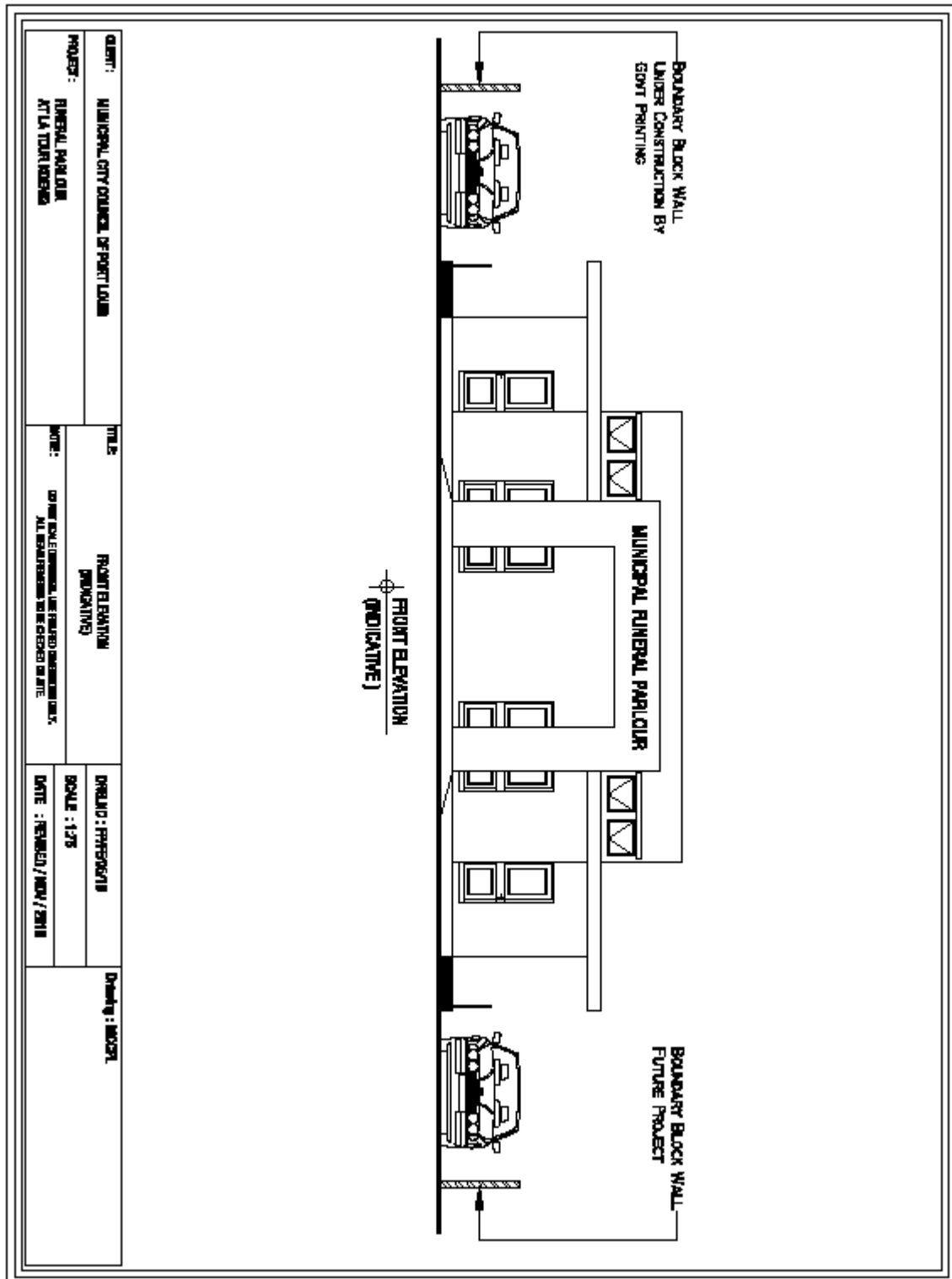












<b>CLIENT :</b> MUNICIPAL CITY COUNCIL OF PORT LOUIS	<b>TITLE :</b> FRONT ELEVATION (INDICATIVE)	<b>DRAWING :</b> PPH/06/218	<b>Drawing :</b> 1000/21
<b>PROJECT :</b> FUNERAL PARLOUR AT LA TOUR ROSSIER	<b>NOTE :</b> ON THE SCALE DIMENSION LINE SHOULD BE DRAWN IN ALL. ALL DIMENSIONS SHOULD BE CHECKED IN SITE.	<b>SCALE :</b> 1:25	
		<b>DATE :</b> FEBRUARY / 2004 / 2018	

# **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: W/GCC10/05-18 dated 21 May 2018

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 <b>The Municipal City Council of Port Louis.</b>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <b>180 (One hundred and eighty) days as from the start date.</b>
<b>GCC 1.1 (y)</b>	The Project Manager is <b>Head of the Public Infrastructure Department.</b>
<b>GCC 1.1 (aa)</b>	The Site is located at La Tour Koenig and is defined in drawings No. <b>FP/SL/01/19</b>
<b>GCC 1.1 (dd)</b>	“The Start Date shall be within 7 days after handing over of site
<b>GCC 1.1 (hh)</b>	The Works Consist of Design and Construction of Municipal Funeral Parlour at La Tour Koenig.
<b>GCC 2.2</b>	Sectional Completions are: N/A
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: Scope of works Performance Security Insurance Policies Addendum (if any) The Contract Agreement The Letter of Acceptance The Bid Submission Form The General Conditions of Contract The Particular Conditions of Contract The Employer’s Requirements Filled Priced Activity Schedule Specifications The Bidder’s Qualifications
<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 may delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <b>none</b>

<b>GCC 13.1</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: <b>The contract amount</b></li> <li>(b) for loss or damage to Equipment: <b>Rs 5.0 m</b></li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract :<b>Rs 5.0 m</b></li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(i) of the Contractor’s employees: <b>Rs 5.0 m</b></li> <li>(ii) of other people: <b>Rs 5.0 m</b></li> </ul> </li> <li>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</li> </ul> <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>	<p>Site Data are: No Site Data is available.</p> <p>The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Bid, as to:</p> <ul style="list-style-type: none"> <li>(a) the form and nature thereof, including the sub-surface conditions,</li> <li>(b) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and</li> <li>(c) the means of access to the Site and the accommodation he may require</li> </ul> <p>and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.</p> <p>The Contractor shall be deemed to have based his Bid on the data made available by the Employer and on his own inspection and examination, all as aforementioned.</p>
<b>GCC 20.1</b>	<p>The Site Possession Date(s) shall be communicated to the contractor after signature of contract.</p>
<b>GCC 23.1 &amp; GCC 23.2</b>	<p>Appointing Authority for the Adjudicator: <b>No Adjudicator shall be appointed for this Contract.</b></p>

<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: “ the competent courts of Mauritius”</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 Seven (7) days from the date of handing over of site.
<b>GCC 25.3</b>	The period between Program updates is <b>(15) Fifteen</b> days.
<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</b> applicable.
<b>D. Cost Control</b>	
<b>GCC 41.1 (l)</b>	<p>Adverse weather conditions shall be defined as per the following:</p> <p>(i)Above 20 mm of rainfall recorded in a day at the nearest rain station.  (ii)An Official declaration of “Torrential Rain” by the Meteorological Department of Mauritius and  (iii) Cyclone warning class 3 or above.</p>
<b>GCC 43.1</b>	The currency of the Employer’s country is: <b>Mauritian Rupees.</b>
<b>GCC 44.1</b>	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 44.
<b>GCC 45.1</b>	The proportion of payments retained is: <b>10% which shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defects Liability Period subject to the Contractor making good all defects.</b>

<b>GCC 46.1</b>	<p>The liquidated damages for the whole of the Works are <b>MUR 5,000 per day</b>.</p> <p>The maximum amount of liquidated damages for the Works is <b>5 % of the contract amount</b>.</p>
<b>GCC 47.1</b>	The Bonus for the whole of the Works is not applicable.
<b>GCC 48.1</b>	The Advance Payments shall not be applicable.
<b>GCC 49.1</b>	<p>The Performance Security amount is <b>10%</b> of the contract price (including contingencies and VAT) in the form of a Bank Guarantee as per the format in section VIII and shall be valid until the end of the defects liability period.</p> <p>Where the Performance security and the insurance covers expire before the end of the defects liability period, the contractor shall renew and extend the insurance covers and the security up to the required period.</p> <p>Or</p> <p><b>As per Directive 9 of the PPO the following shall apply:</b></p> <p>In Works contracts, where progressive payment is applicable, money from earlier payments may be withheld to constitute a security in lieu of a security from a bank. The public body shall in such a situation exercise the same rights on the amount withheld as normally applicable to a performance security.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 55.1</b>	<p>The date by which operating and maintenance manuals are required :</p> <p style="text-align: center;">Not Applicable</p> <p>The date by which “as built” drawings are required is : Not Applicable</p>
<b>GCC 55.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is Not Applicable
<b>GCC 57.2 (g)</b>	The maximum number of days is: <b>To be determined as per the Contract Amount.</b>
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>20%</b>

## **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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<b>Contract Agreement .....</b>	<b>64</b>
<b>Performance Security .....</b>	<b>66</b>



# 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>9</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>9</sup> Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract