



BIDDING DOCUMENTS

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Open National Bidding

for

**DESIGN & CONSTRUCTION OF
CLOAKROOM
AND SPECTATORS TIERS
AT
TRANQUEBAR FOOTBALL GROUND**

Procurement Reference No.: ONB/CCPL/009/19-20

THE MUNICIPAL CITY COUNCIL OF PORT LOUIS
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Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures.....	1
Section 1 - Instructions to Bidders	2
Section II- Bidding Data Sheet	19
Section III - Bidding Forms	23
Section IV - Evaluation Criteria.....	33
PART 2 – Employer’s Requirements.....	35
Section V - Employer’s Requirements.....	36
PART 3 – Conditions of Contract and Contract Forms	57
Section VI. General Conditions of Contract	58
Section VII. Particular Conditions of Contract.....	59
Section VIII - Contract Forms	63

PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

Table of Clauses

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

31.	Correction of Arithmetical Errors	15
32.	Margin of Preference	15
33.	Evaluation of Bids.....	15
34.	Comparison of Bids	16
35.	Qualification of the Bidder	16
36.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	16
F.	Award of Contract	16
37.	Award Criteria	16
38.	Notification of Award	16
39.	Signing of Contract	17
40.	Performance Security	17
	Preference Security	18
41.	Advance Payment and Security	18
42.	Plant and Materials on site	18
43.	Debriefing	18

Section I - Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 The Public Body as defined¹ in Section II “Bidding Data Sheet” (BDS) also referred to herein as Employer invites bids for the construction of Works, as described in the BDS and Section VII, “Particular Conditions of Contract” (PCC).</p> <p>The name and identification number of the Contract are provided in the BDS and the PCC.</p>
	<p>1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period specified in the BDS.</p>
	<p>1.3 Throughout these bidding documents, the terms:</p> <p>(a) “writing” means any typewritten or printed communication, including e-mail and facsimile transmission,</p> <p>(b) “day” means calendar day, and</p> <p>(c) Singular also means plural.</p>
2. Source of Fund	<p>2.1 The Works shall be financed by the Public Body’s own budgetary allocation, unless otherwise stated in the BDS.</p>
3. Challenge and Appeal	<p>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.</p> <p>3.2 Addresses to forward Challenges or Application for Review are specified in the BDS.</p>
4. Fraud and Corruption	<p>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.</p> <p>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</p>

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

	<p>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;</p> <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none">(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 <p>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.</p>
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<p>5. Eligible Bidders</p>	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(d) Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors.</p> <p>(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.</p> <p>(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.</p> <p>(g) Bidders are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of contractors.</p> <p>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.</p> <p>(b) Bidder may be natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture.</p> <p>(c) Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless</p>
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	<p>otherwise stated in the BDS:</p> <ul style="list-style-type: none">(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. <p>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 :</p> <ul style="list-style-type: none">(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
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	<p>bid; or</p> <p>(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</p> <p>(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.</p> <p>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</p> <p>(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.</p> <p>Links for checking the ineligibility lists are available on the PPO's website: ppo.govmu.org</p> <p>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.</p>
<p>6. Qualifications of Bidders</p>	<p>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.</p> <p>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.</p> <p>(a) valid registration certificate with the CIDB;</p> <p>(b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;</p> <p>(c) major items of construction equipment proposed to carry out the Contract;</p> <p>(d) qualifications and experience of key site personnel and technical personnel proposed for the contract;</p>

	<p>(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;</p> <p>(f) evidence of adequacy of cash-flow capital for this Contract (access to line(s) of credit and availability of other financial resources);</p> <p>(g) authority to seek references from the Bidder's bankers;</p> <p>(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</p> <p>(i) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.</p>
	<p>6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:</p> <p>(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</p> <p>(b) registered with the CIDB under the class(es) and field of specialisation specified in the BDS;</p> <p>(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;</p> <p>(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</p> <p>(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.²</p> <p>Pending litigations against the Applicant or any partner of a Joint Venture may result in Disqualification.</p>

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

B. Contents of Bidding Document	
7. Sections of Bidding Document	<p>7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.</p> <p style="padding-left: 40px;">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</p>
	<p>7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p>
8. Clarification of Bidding Document	<p>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.</p> <p>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.</p> <p>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.</p>
9. Site visit/Pre-bid meeting	<p>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.</p>
	<p>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.</p> <p>Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p>
10. Amendment of Bidding Document	<p>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.</p>

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: <ul style="list-style-type: none"> (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 ³ submitted by the Bidder.
	16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. ⁴ Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing,

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

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

	dating and rewriting.
	16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders. ⁵
	16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered. The discount if any and the conditions of its application shall be indicated separately.
17. Currencies of Bid and Payment	17.1 The bid price and rates shall be in Mauritian Rupees and fixed for the duration of the contract unless otherwise specified in 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

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

	as non-responsive.
	20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.
21. Format and Signing of Bid	<p>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.</p> <p>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.</p>
D. Submission and Opening of Bids	
22. Sealing and Marking of Bids	<p>22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:</p> <p>(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.</p>
	<p>22.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer as indicated in ITB 22.1;</p> <p>(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and</p> <p>(d) bear a warning not to open before the time and date for bid opening.</p>
23. Deadline for Submission of Bids	<p>23.1 Bids shall be delivered to the Employer at the address and no later than the time and date specified in the BDS.</p> <p>The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in</p>

	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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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

	<p>Prices for lump sum contracts, but including Daywork items, where priced competitively; and</p> <p>(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.</p>
	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

	<p>and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:</p> <ul style="list-style-type: none"> (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. <p>38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
<p>39. Signing of Contract</p>	<p>39.1 Promptly upon issue of Letter of Acceptance, the Employer shall send to the successful Bidder the Contract Agreement.</p>
	<p>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.</p>
<p>40. Performance Security</p>	<p>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).</p> <p>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.</p>

Preference Security	40.3 The successful bidder having benefitted from a Margin of Preference shall provide a Preference Security, as specified in the BDS . The amount for the Preference Security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract, if the said Margin of Preference was not applicable
41. Advance Payment and Security	41.1 The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.
42. Plant and Materials on site	42.1 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.
43. Debriefing	43.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.

Section II- Bidding Data Sheet

A. General	
ITB 1.1	<p>The Public Body is: The Municipal City Council of Port Louis.</p> <p>The Works are Design & Construction of Cloakroom and Spectators Tiers at Tranquebar Football Ground</p> <p>The name and identification of the Contract are ONB/CCPL/009/19-20</p>
ITB 1.2	The Intended Completion period is One hundred and fifty (150) days from start date
ITB 2.1	The Funding Agency is: THE MUNICIPAL CITY COUNCIL OF PORT LOUIS
ITB 3.2	<p>(a) The address to file Challenges in respect of this procurement is:</p> <p style="text-align: center;">The Chief Executive, 2nd Floor, The Municipal City Council of Port Louis, City Hall, Jules Koenig Street, Port Louis. Tel: 4056600 ; Fax: 2124258</p> <p>(b) The address to file Application for Review is:</p> <p style="text-align: center;">The Chairman Independent Review Panel, 9th Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : 2013921</p>
ITB 5.4	The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office: ppo.govmu.org
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: none.
ITB 6.2 (g)	The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.
ITB 6.3 (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>and</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>

ITB 6.3 (c)	<p>(a) The essential equipment to be made available for the Contract by the successful Bidder shall be: Excavator</p> <p>(b) Concrete mixer</p> <p>(c) Poker vibrator</p> <p>(d) Vibrating Roller (1.5T)</p> <p>(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)</p>
ITB 6.3 (d)	<p>The Contractor shall submit with his bid the proposed key personnel as described below:</p> <ol style="list-style-type: none"> 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. <p>(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.)</p>
ITB 6.3 (e)	<p>The minimum amount of liquid assets or credit facilities net of other contractual commitments of the successful Bidder shall be Rs 1.5 million</p>
B. Bidding Documents	
ITB 8.1	<p>The Public Body's address for clarification is:</p> <p>The Chief Executive, The Municipal City Council of Port Louis, 2nd Floor, City Hall, Jules Koenig Street.</p> <p>Tel :4056600 Fax :2124258</p>
ITB 9.2	<p>A pre-bid meeting has been scheduled for <i>[insert date, time and place]</i> Not Applicable</p>
C. Preparation of Bids	
ITB 13.1 (f)	<p>Any additional materials required to be completed and submitted by the Bidders are none.</p>
ITB 17.1	<p>The Contract is not subject to price adjustment in accordance with GCC Clause 44.</p>
ITB 17.2	<p>Interim Payment for Plant and Material on site is not applicable.</p>
ITB 19.1	<p>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.</p>
ITB 20.1	<p>Bid shall include a subscription to a Bid Securing Declaration</p>

D. Submission of Bids	
ITB 23.1	The deadline for submission of bids shall be <u>Monday 10th February 2020 up to 11.00 hours (Local Time) at latest.</u>
	The Employer's address for the purpose of Bid submission is The Chief Executive The Municipal City Council of Port Louis 2nd Floor, City Hall Jules Koenig Street. Port Louis.
E. Evaluation and Comparison of Bids	
ITB 26.1	The bid opening shall take place at: The Municipal City Council of Port Louis 2nd Floor, City Hall Jules Koenig Street. Port Louis Date: <u>Monday 10th February 2020;</u> Time: 11.30 hrs
ITB 32	<p>32.1 A Margin of Preference shall apply as defined hereunder and in Section IV-Evaluation Criteria.</p> <p>The following procedure shall be used to apply the Margin of Preference:</p> <p>(a) responsive bids shall be classified into the following groups:</p> <ul style="list-style-type: none"> • Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference, and • Group B: all other bids; <p>(b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.</p> <p>32.2 Bidders applying for the Margin of Preference shall submit, as part of their bidding documents evidence of:</p> <p>(a) their incorporation in the Republic of Mauritius;</p> <p>(b) their Joint Venture Agreement or intention to legally enter into a Joint Venture Agreement to be incorporated in the Republic of Mauritius, where applicable;</p> <p>(c) the percentage of the total man-days to be deployed by local manpower with break-down indicating type of works to be entrusted to the local manpower.</p>

	<p>(d) A financial statement signed by a certified Accountant vouching that 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 demonstrate how they will undertake to employ the total 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>
F. Award of Contract	
ITB 40.1	<p>The Standard Form of Performance Security acceptable to the Public Body shall be “a Bank Guarantee”. The Bank guarantee shall be 10 % of the contract price inclusive of provisional and contingencies sum and VAT.</p> <p>or</p> <p>As per Directive 9 of the PPO the following shall apply:</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>
ITB 40.3	For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee at the selected bidder’s option.
ITB 41	The Advance Payment shall not be applicable.
ITB 42.1	Interim Payment for Plant and Material on site is not applicable.

Section III - Bidding Forms

Table of Forms

Bid Submission Form	24
Qualification Information	28
Bill of Quantities	Error! Bookmark not defined.
Form of Bid Security (Bank Guarantee)	32

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;⁶
- (l) We hereby “*apply/do not apply*” for Margin of Preference as provided in the bidding document;⁷
- (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-

⁶ Use one of the two options as appropriate.

⁷ Strike out as appropriate

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:

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.]*⁸

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/009/19-20**

[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.	Design & Construction of Cloakroom and Spectators Tiers at Tranquebar Football Ground as per requirements detailed in this document.	1	Lump Sum		
2.	Contingencies		-	-	100,000
Subtotal					
VAT @ 15 %					
Total					

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.

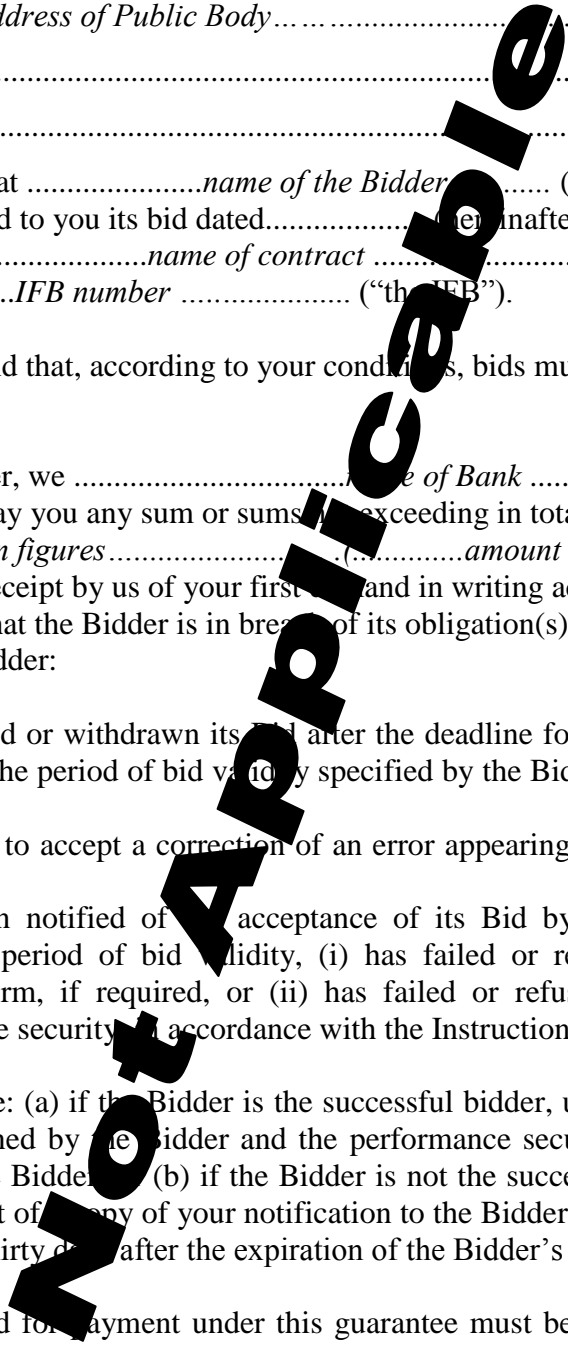
At the request of the Bidder, we*Name of Bank*..... hereby irrevocably undertake to pay you any sum or sums*amount in figures*..... (*amount in words*.....) upon receipt by us of your first and in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under 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 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; (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

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

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



Section IV - Evaluation Criteria

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

1. Evaluation

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

(a) Adequacy of Technical Proposal

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

(b) Multiple Contracts

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

(c) Completion Time

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

(d) Technical Alternatives

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

(e) Margin of Preference

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 Maldives, 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 or Medium enterprise, having an annual turnover not exceeding Rs 10 million or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs

Not Applicable

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 10%.

- (b) Any bidder incorporated in the Republic of Mauritius not satisfying all the conditions mentioned in (a) above but 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 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

Table of Contents

Specifications	37
Drawings	Error! Bookmark not defined.
Supplementary Information	Error! Bookmark not defined.

Specifications

DESIGN & CONSTRUCTION OF CLOAKROOM BUILDING AND SPECTATORS TIERS AT TRANQUEBAR FOOTBALL GROUND

The Cloakroom building along with other amenities and Spectators Tiers need to be sited outside the football ground (see indicative drawings at annex).

A. LOCATION OF SITE

The site is located along Cremation Ground Street at Tranquebar, Port Louis. (see site and location at annex)

B. GENERAL

The project comprises of the Design and Construction of a Cloakroom building at ground floor level with covered spectators tiers in front of the cloakroom building and also a viewers / guests balcony at first floor with seating accommodations.

The cloakroom building is to be constructed in a new RC frame structure in blockwall and RC columns & beams and under reinforced concrete first and roof slab, rendered and painted internally and externally of a total floor area of approximately 380m² i.e. ground floor + viewers / guests balcony at first floor.

The spectators' tiers is to be constructed in RC, rendered and painted with floor dressing paint & the spectators' tiers is to be covered with a galvanized metal frame structure, primed and painted and sited in front of the cloakroom building.

The cloakroom building is to be tiled and provided with all necessary openings, burglar proofing to all openings, collapsible door at main entrances and other accessories i.e. electrical works, wiring, trunking and cabling and all plumbing works/sanitary installations as required and connected to sewer mains, CEB and CWA network.

C. DESIGN TEAM

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

Necessary geotechnical investigations to be done at the contractors cost if so recommended by the design team.

D. PROJECT DESCRIPTION AND SCOPE OF WORKS

1. Project Requirements

The Project need to accommodate the following:

(i) Changing rooms

2 Units – One for each team - approx. 60m² each

Each unit to accommodate :

- 2 Nos WC with flushing system
- 2 Nos Bathroom + showers with shower trays & space for changing purposes to be accommodated in the same area.
- 2 Nos Urinal (bowl type with push type flushing System)
- 3 Nos Wash hand basins including taps.
- lockers (built in or in aluminium) – 20 Units - min. Dimensions 0.5mx0.7m
- Seating facilities – Min 20 seats (metal structures + wooden top complete with finishes i.e. primed, painted & varnished as applicable)

(ii) Empire Room – approx.15m²

- Provided with 1 WC and 1 Bathroom + shower with shower trays & Changing room to be accommodated in the same area.
- 4 lockers (Built in or in Aluminium) - min. Dimensions 0.5m x 0.7m

(iii) Office/Store Room + adjacent room or open space approx. 60m² – no amenities

(iv) Public Toilet (Ladies & Gents) + Toilets for the Disabled

- 1 unit – Ladies
- 1 unit – Gents
- 1 unit - Disabled

(v) Fitness Room – approx. 60m²

- Provided with 1 WC and 1 Bathroom + shower with shower tray & Changing room to be accommodated in the same area.
- 5 lockers (Built in or in Aluminium) - min. Dimensions 0.5m x 0.7m

(vi) Covered Spectator's tiers (4nos x approx.12m stretch each)

- Seating accommodation – 3 rows to be constructed in RC. (approx.200 seats)
- Covered with pre-painted galvanised metal profiled roof sheets and provided with pre-painted galvanised metal gutters & down pipes.
- Fluorescent type 1.2m long external lighting (water proof type) 36-40W to be provided at intervals of 4m each, tightly fixed to the roof structure, with necessary electrical works, electric wiring in PVC conduits and earthing etc and connected to the CEB network.
- All necessary electrical fittings and accessories to be provided.

(vii) Stairs

- RC stairs of minimum required width for public use to be provided for access to the proposed viewers/guests balcony located at first floor level.
- Appropriate galvanised metal security handrails to be fixed as required.

(viii) Viewers/Guests Balcony – Approx. 80m² (at first floor level)

Construction of a RC covered balcony to house the following:

- Graded seating accommodation for approx. 30 persons
- 1 No WC + 1 wash hand basin with lever tap in Inox + mirror and fitted with all necessary accessories etc.
- The balcony to be closed with blockwall at rear and provided with necessary security handrails/balustrades as required at front and on sides.
- Anti-skid tiled flooring to be provided to balcony including the graded seats also and the toilets. Wall tiles to be provided in the W.C.

Works to include:

1. Paint to be applied to the whole building and spectators tiers including all metal structures also.
2. Anti-skid floor tiles and wall tiles to be fixed in cloakroom building & to all wet areas.
3. The spectators tiers to be provided with floor dressing paint and galvanized metal security barriers at ends.
4. All entrances to be covered (galvanized metal structure + pre-painted profile roof sheets)
5. 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.
6. All openings to be provided with burglarproofing.
7. Appropriate internal and external lighting points & wall Fans to be fixed as required, fitted with good quality switch, sockets, electrical works and necessary connections.
8. 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.
9. Ground water tank + water pump & roof water tanks to be provided also.
10. Provision of three (3) Nos. new galvanized metal gates along existing fencing for access.
11. Connection to CEB & CWA network.
12. Septic tanks/Absorption pits/Soak aways to be provided as required.
13. Provision to be made for emergency exits.

2. SCHEDULE OF AREAS

(Approx. Areas/ Dimensions)

- A. CLOAKROOM/CHANGING ROOMS – approx. 120m²
(i.e. 2units. x approx. 60m² each)

- B. EMPIRE ROOM –approx. 15m²

- C. OFFICE/STORE/ ROOM – approx.60m²

- D. PUBLIC TOILET (Ladies & Gents+ DisabledToilets) – approx. 20m²

- E. FITNESS ROOM– Approx. 60m²

- F. COVERED SPECTATORS TIERS – 4 stretch x approx. 12m each

- G. STAIRS – leading to Viewers/Guests balcony at first floor to be of min. required width for public use.

- H. VIEWERS/GUESTS BALCONY – approx.80m²

OTHER REQUIREMENTS

- Design to cater for natural lighting and ventilation.
- To provide partitions in block wall or alternative for (i) Bath rooms/changing rooms (ii) All Toilets (iii) Office, (iv) Store (v) Fitness room etc.;
(3 nos. heavy duty metal cloth hangers to be fixed in each room)
- 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 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 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, *suspended type or equivalent* 400 x 500mm long, fitted in a concrete table with polished granite top cut to size, including lever action tap, brackets, 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 to be provided at all wash basins.
- Floor / waste traps to be provided in all wet areas including all toilets.

FLOORING

- Floor tiles- Anti-skid ceramic floor tiles (Heavy duty type) to be provided as flooring with tiled skirting 100mm high to the whole building internally including toilet and wet areas.
(Dimension: 300mm x 300mm and tile thickness: 7-10mm)
- Wall tiles – Ceramic wall tiles to be provided to all toilets block areas and urinals.

Height: 1.50m above floor level

Tile thickness: 6-8mm

- Tiled skirting to be provided all around the building internally

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 iron mongeries, fittings, hinges, mortice locks and latches etc.
- Provisions to be made for self-closing devices, inclusive of all fittings and accessories.

(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.

(iii) Burglar Proofing

Burglar proof to be provided to all openings (i.e. entrance doors, windows & top hungs) in galvanised metal sections and to be primed and painted. (To submit design for approval)

(iv) Internal Doors

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

- Colour of all aluminium sections to be white.
- All necessary signage to be displayed on doors and at the frontage of the toilets/changing rooms/store/office etc. as required.

ELECTRICAL INSTALLATIONS/ LIGHTING POINTS

Building to be provided with adequate lighting points complete with necessary wirings fitted in appropriate trunking, fittings and accessories as detailed below:

- i. Distribution board, breakers, isolator, RCD and related works to be provided.
- ii. Double fluorescent tubes (complete set) 1.2m – 36W
- iii. Single fluorescent tube (complete set) 0.6m – 18W
- iv. Waterproof external lighting fitted with economic bulbs, Switch sockets 13A: min. 6 Nos (to be fixed as per site instructions)
- v. Emergency lights (LED type): min. 8 Nos (to be fixed as per site instructions)
- vi. Wall fans-to be as per site instruction

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.

PLUMBING

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

Minimum two (2) external water points to be provided.

Connection to CWA network to be carried out, inclusive of all costs, connection fees, deposits etc.

GROUND WATER TANK/WATER PUMP

One ground water tank of capacity min. 5000L fixed on a RC concrete base + One Water pump housed in a closed chamber to be provided fitted with all necessary fittings, pressure pipes and accessories and connected to the water network and to be inclusive of electrical works and connections

ROOF WATER TANK

Two (2 nos) roof water tanks of capacity 1500 litres each to be provided and fitted with all necessary fittings, pressure pipes and accessories and connected to the water network.

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.

PAINTING OF BUILDING

The building to be painted internally and externally:-

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

(Colours to be as per site instructions).

STAIRCASE / RAMPS/STEPS/PAVED ACCESS

- Construction of a RC Staircase for access to the balcony and construction of ramp and steps for access to the cloakroom building/disabled toilets of appropriate dimensions and or as per site convenience and instruction. The works concerning the ramp will involve excavation and compaction to required finish and levels.
- Handrails /Balustrade to be provided to the staircase, balcony and ramps.
- Paved access (paving Bricks) to be constructed at all entrances

SCREED TO FALL

- Supply and lay a screed to fall to the roof slabs with appropriate approved bonding agents all as per site instructions.

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 waterproofing 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 treated roof slabs area with water (after plugging the rain water pipes outlets) and retaining the water on the treated 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

- 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 upon 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.
- Levelling of ground , removal and carting away of all unwanted materials, supply of approved materials for backfilling and landscaping / planting of suitable grass also to be done where required including other site works.

SIGNBOARD

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

GATES

- Provision for galvanised metal gates (3nos - 2.5m wide each) to be made in the existing enclosure at front of the cloakroom & gradins.
- The existing boundary blockwall / enclosure to be cut and reinstated and repaired where necessary at the locations where the gates will be provided.

MANDATORY REQUIREMENT

- **Preliminary Architectural drawings to be submitted along with the Bid and to be certified by professionals 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 shall entail the elimination of the Bid.

Note:

After award of Contract, the construction drawings including architect, civil/structural, M&E and other drawings will have to be certified by professionals 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 to be at no extra costs.

As made drawings to be submitted on completion of project.

Note:

The Design and Implementation to be done taking into consideration Building Control Act 2012, Occupational Health & Safety Act 2005, and other relevant acts and regulations including measures to obtain a Fire certificate for the whole project.

GENERAL REQUIREMENTS

Sample

Sample of materials to be incorporated in the works should be submitted for approval. Pamphlets to be submitted where required.

- (a) Lights & Fixtures, sockets etc.
- (b) Plumbing materials taps, douchettes etc.
- (c) W.C., wash hand basins, urinals, mirror, soapholder.
- (d) Paints
- (e) Floor tiles and wall tiles.
- (f) Burglar proof bars
- (g) Ceiling and wall fans

Note:

Connections to CWA network, CEB network and sewer main to be carried out also.

Successful Bidders/Contractor to liaise with concerned authorities as required and to pay all costs involved including connection fees etc.

Clearances

The Contractor to seek and obtain appropriate clearance from such Authorities as the Central Water Authority, Waste Water Authority, Mauritius Telecom, Central Electricity Board, Police Authorities and Traffic Management & Road Safety Unit before starting any site works and also during the works (if needed).

Program of Work

The work shall be carried out in accordance with a program drawn up by the Contractor and agreed upon by the Head, Public Infrastructure Department.

Transport

Transport of all materials to sites of works to be provided by the Contractor.

Construction Materials, Plant and Equipment

Construction materials, plant, equipment, tools, scaffoldings, labour and any other equipment etc. shall be provided by the Contractor.

No vehicular movement incl. plant and equipment and stacking of materials would be allowed within the fenced area of the football ground.

Clearance of Site of Work on completion

The site of works should be cleared of all surplus earth and unwarranted materials, debris, before the handing over and the contract will be considered as having been fulfilled only after the site would have been cleared to the satisfaction of the Head, Public Infrastructure Department or his representative.

Water and Electricity

Contractor to make his own arrangement for water and electricity for use on site and bear all costs thereof.

Note:

Prospective Bidders/Contractors are required to visit the site to assess the nature and scope of works and acquaint themselves to the site conditions prior to submitting their bids.

STANDARD SPECIFICATIONS

The Government of Mauritius Standard Specifications issued by the Ministry of Public Infrastructure & Land Transport shall be deemed to form part of the bidding document, as every contractor registered with the Ministry of Public Infrastructure & Land Transport has, de facto, a copy of the said specifications.

However, should the Bidder require a fresh copy of the Specifications in connection with this Bid, he/they should make an application in writing to the Permanent Secretary, Ministry of Public Infrastructure & Land Transport, Quantity Surveying Section, Phoenix.

All materials used in this project should be to the approval of the Head Public Infrastructure Department or his representative.

Additional Notes

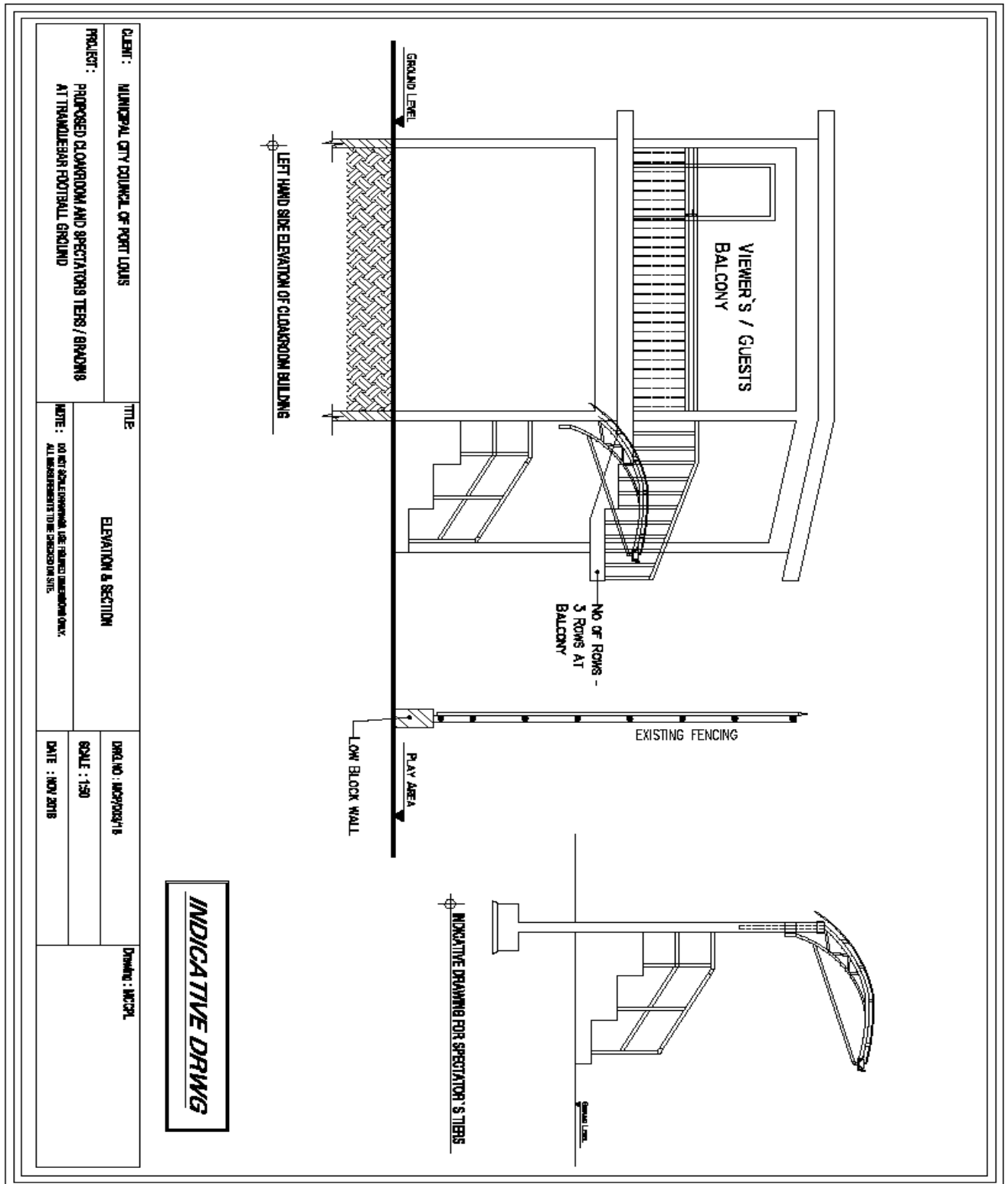
With reference to the 'Standard Specifications' issued by the 'Government of Mauritius', kindly note that:-

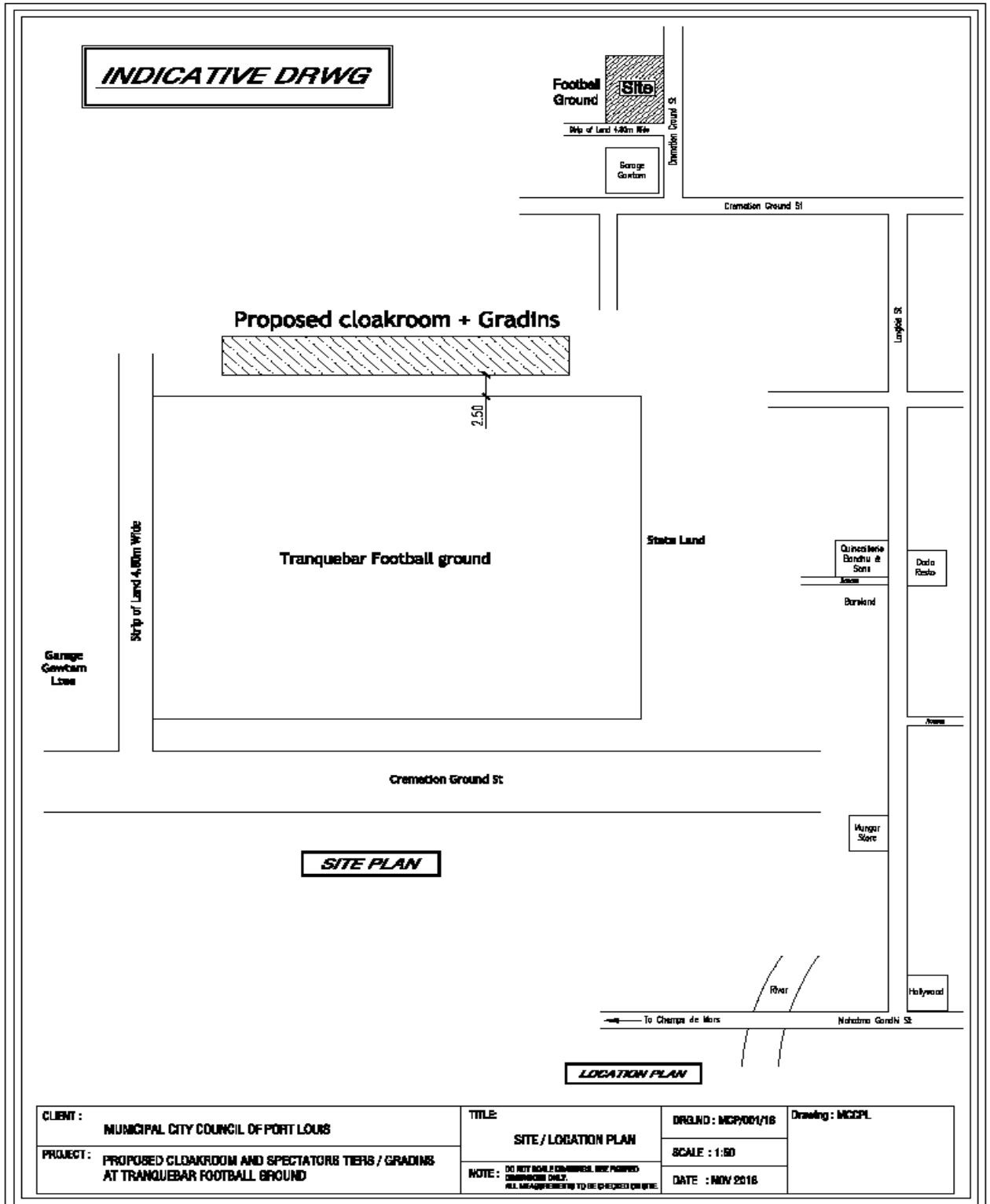
Page 35 of the Standard Specifications – Paragraph (c) an Approved Testing Authority is further defined as:-

- (i) **Materials Testing Laboratory of Ministry of Public Infrastructure and Land Transport**
- (ii) **Mauritius Standard Bureau**
- (iii) **The Laboratory of the University of Mauritius.**

DRAWINGS

(3)Three Drawings





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 under Ref. No. W/GCC 10/05/18 dated 09th May 2017

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

Section VII. Particular Conditions of Contract

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

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

A. General	
GCC 1.1 (r)	The Employer is The Municipal Council of Port Louis
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 150 (One hundred and fifty) days as from the start date.
GCC 1.1 (y)	The Project Manager is Head of the Public Infrastructure Department.
GCC 1.1 (aa)	The Site is located at Tranquebar and is defined in drawings No. MCP/001/18
GCC 1.1 (dd)	“The Start Date shall be 7 after handing over of site
GCC 1.1 (hh)	The Works consist of Design & Construction of Cloakroom and Spectators Tiers at Tranquebar Football Ground
GCC 2.2	Sectional Completions are: N/A
GCC 2.3(i)	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
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Mauritius.

GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: none
GCC 13.1	<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"> (a) for the Works, Plant and Materials: The contract amount (b) for loss or damage to Equipment: Rs 5.0 m (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Rs 5.0 m (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor’s employees: Rs 5.0 m (ii) of other people: Rs 5.0 m (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	<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"> (a) the form and nature thereof, including the sub-surface conditions, (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 (c) the means of access to the Site and the accommodation he may require <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>
GCC 20.1	The Site Possession Date(s) shall be communicated to the contractor after signature of contract.

GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to: the competent courts of Mauritius.</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	Not Applicable
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.
GCC 25.3	The period between Program updates is (15) Fifteen days.
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 Days.
GCC 39.7	Interim Payment for Plant and Material on site is not applicable.
D. Cost Control	
GCC 41.1 (l)	<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>
GCC 43.1	The currency of the Employer’s country is: Mauritian Rupees.

GCC 44.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44,
GCC 45.1	The proportion of payments retained is: 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.
GCC 46.1	The liquidated damages for the whole of the Works are MUR 5,000 per day. The maximum amount of liquidated damages for the Works is 5 % of the contract amount.
GCC 47.1	The Bonus for the whole of the Works is not applicable.
GCC 48.1	The Advance Payments shall not be applicable.
GCC 49.1	The Performance Security amount is 10% 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. 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. Or As per Directive 9 of the PPO the following shall apply: 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.
E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is <i>[insert date]</i> . The date by which “as built” drawings are required is <i>[insert date]</i> . Not Applicable
GCC 55.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount in local currency]</i> .
GCC 57.2 (g)	The maximum number of days is: To be determined as per the Contract Amount.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%

Section VIII - Contract Forms

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

Table of Forms

Letter of Acceptance	64
Contract Agreement	65
Performance Security	67
Form for Preference Security.....	51
Advance Payment Security	Error! Bookmark not defined.

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

Performance Security

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

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

Date.....

PERFORMANCE GUARANTEE No.:.....

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

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

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

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

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

Signature(s).....

Sample Form of Preference Security

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

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

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

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

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

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

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

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

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

Signature and Seal of the Guarantor

Name of Bank _____
Address _____

Date _____

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