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**Procurement Policy Office**

**(Established under section 4 of the Public Procurement Act 2006)**

Ref: **W/ONB1/12-21**

**STANDARD BIDDING DOCUMENTS**

***for***

**Procurement of Works**

**under**

**Open National Bidding Method**

**(Recommended for works of values up to Rs 50m)**

**50**

**Procurement Policy Office**

**Ministry of Finance, Economic Planning and Development**

**Port Louis**

**December 2021**[*Use Public Body’s Letter Head]*

**Open National Bidding**

**for Works**

*[insert subject matter of procurement]*

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Procurement Reference No:***[……………...]*

*[insert name of the Public Body, address, phone & fax numbers, email address and date]*

**Foreword**

The Standard Bidding Documents in this publication follow the Standard Bidding Documents of the World Bank and have been prepared pursuant to section 7(c) of the Public Procurement Act 2006 for use by public bodies for procurement of works of values up to 50 million rupees under Open National Bidding method. It has been simplified to facilitate participation of Small and Medium Enterprises.

Procurement proceedings for this standard bidding document have to be conducted as per the process specified in the Instructions contained below. Additionally, the principles governing standard clauses as contained in the Standard Bidding Document for Procurement of Works for values up to Rs. 300m shall apply to the this SBD as well.

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

**Procurement Policy Office**

**Ministry of Finance, Economic Planning and Development**

**Level 8, Emmanuel Anquetil Building, Port Louis, Mauritius**

**Tel: No. (+230)201-3760 & Fax: No. (230)201-3758**

**Email: pposecretariat@govmu.org**

Section I: Instruction to Bidders

### 1. Introduction

The [*Public Body name*] also referred as the Employer, invites eligible local contractors to submit their bid for the works described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in this document.

The Works are *[Insert Subject matter of procurement].*

**Participation is limited to citizens of Mauritius or entities incorporated in Mauritius. Joint Ventures should be among entities incorporated in Mauritius**

1.1 Clarifications, if any, should be addressed to: *[insert name and address of contact person].*

The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.

The Employer shall respond to such request at latest 7 days prior to the deadline set for submission of bids.

1.2 Bidders are advised to carefully read the complete Bidding document, including the Particular Conditions of Contract in Section IV, before preparing their bids. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### 2. Validity of Bids

The bid validity period shall be \_\_\_90 days from the date of bid submission deadline or up to ..... *...........(insert date)* whichever is later.

### 3. Works Completion Period

The Intended Completion period is *[insert implementation period in days such as X days]* from start date of works.

### 4. Site Visit

Bidders or their designated representatives are invited to attend a pre-bid meeting on *[insert date, time and venue, if applicable].* 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.

### 5. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Body with the Bidder’s name at the back of the envelope.

### 6. Submission of Bids

Bids should be deposited in the Bid Box located at *[insert address]* not later than *[insert date and time]*. Bids by post or hand delivered should reach the above-mentioned address by the same date and time at latest. Late bids will be rejected. Bids received by e-mail will not be considered.

### 7. Bid Opening

Bids will be opened by the “Public body” at [*insert address]* at [*insert date* *and time].*  Bidders or their representatives may attend the Bid Opening if they choose to do so.

### 8. Evaluation of Bids

The Public Body shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost to determine the lowest evaluated bid.

### 9. Eligibility Criteria

*[Public Body may customise this section to supplement its specific requirements]*

To be eligible to participate in this bidding exercise, Bidder should:

1. have the legal capacity to enter into a contract to execute the works;
2. be 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. ( Note 1)
3. not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
4. not have had your business activities suspended;
5. not be under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or 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;
6. not have a conflict of interest in relation to this procurement requirement; and
7. have a Business Registration Card.
8. *Any other requirements by the Public body (Open to SMEs?)*

**Note 1** Sub-contractors undertaking works are also subject to registration with CIDB as applicable to Contractors.

### 10. Qualification and Experience Criteria

Bidders should have the following minimum qualifications and experience:

(a) valid registration certificate with the CIDB under the grade that will enable the contractor to perform the works quoted for, under the following class(es):……………………… …………………………… *[Public body to insert classes of the CIDB Act.]*

(b) experience in two works of a similar nature over the last 5 years, each of value not less than *[………………..Public body to insert value]*;

(c) Contract Manager having as minimum qualification: A diploma in construction related field and 5 years experience in the construction sector; or any equivalent qualifications acceptable to the Public body.

(d) minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Bidder of *[insert figure in Mauritian Rupees]*.

### 11. Contents of bid

The Bid shall comprise the following:

(a) duly filled Bid Submission Form;

(b) duly filled Priced Bill of Quantities

(c) duly filled Qualification Information Form and attachments required

(d) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements or Audited Accounts as filed at the Registrar of Companies before the deadline set for submission of bids

(e) Valid Registration certificate with the CIDB, as applicable

(f) Signed C.V of Contract Manager;

(g) Documentary evidence of liquid assets and/or credit facilities (Note 1);

(h) Any other documents deemed necessary as per the requirements of this bidding document

**Note 1**

**Bidders to demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for the contract and its current commitments. Documentary evidence may comprise but not limited to Bank certificate, Certificate from Auditors, Certificate from a Professional Accountant registered with MIPA, Certificate from Insurance companies.**

**12. Joint Venture**

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

1. the Bid shall include all the information required as per the Qualification Information form 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.

### 13. Prices and Currency of Payment

Bidders should quote for the whole works. Prices for the execution of works shall be quoted and fixed in Mauritian Rupees. 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.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted. Bidders are required to submit their bid prices **exclusive of VAT**.

### 14. Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration in the Bid Submission Form.

### 15. Margin of Preference

Margin of Preference shall not apply.

### 16. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in Section IV: General Conditions of Contract and Particular Conditions of Contract.

### 17. Performance Security and signing of contract

Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish a Performance Security, in the amount equal to 10% of the Bid price (exclusive of VAT), in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section V Contract Forms.

The contract agreement shall be signed within 28 days after the successful bidder receives the letter of acceptance unless the parties agree otherwise.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the contract within the required time may constitute sufficient grounds for the annulment of the award.

### 18. Notification of Award and Debriefing

Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above Rs 15 million, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal, the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

The Public Body shall after award of contract, exceeding Rs 1 million and up to Rs 15 million, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount.

Furthermore, the Public Body shall attend to all requests for debriefing for contract exceeding Rs 1 million, made in writing within 30 days the unsuccessful bidders are informed of the award.

### 19. Advance Payment

The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract. The Advance Payment shall be guaranteed by an Advance Payment Security as per the format contained in Section V.

The Advance Payment shall be limited to 10% percent of the Contract Price, less any provisional and contingencies sums.

### 20. Integrity Clause

The Public Body commits itself to take all measures necessary to prevent 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.

### 21. Rights of Public Body

The [*Public body*] reserves the right:

(a) to split the contract as per the lowest evaluated cost per lot; and

(b) to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award without incurring any liability to the Public body.

### 22. Challenge and Appeal

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.

* + 1. The address, Tel. & Fax No... & Email address to file Challenges in respect of this procurement is:

*[insert address of the Chief Executive Officer of the Public body, Tel. & Fax Nos. & E-Mail address]*

* + 1. The address to file Application for Review is:

**The Chairperson**

**Independent Review Panel,**

**5th Floor,**

**Belmont House**

**Intendence Street**

**Port Louis**

|  |  |
| --- | --- |
| **Tel : +230 2602228**  **Emal : irp@govmu.org** |  |

Section II: Bidding Forms

**Note: Bidders are required to fill all the forms in this section and submit as part of their bid. Non-submission of any form may lead to rejection of the bid**

Bid Submission Form

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

Bid’s Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement Reference No:……………………

To:

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued;
2. We offer to execute in conformity with the Bidding Documents the following Works: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
3. The total price of our Bid excluding VAT is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(MUR):
4. Our bid shall be valid for a period of \_\_\_\_\_\_\_\_ *[Public body to insert validity period as specified in ITB 2]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents or up to ………………., whichever is later, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. 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.
6. If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
7. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 8;
8. We are not participating, as a Bidder in more than one bid in this bidding process;
9. 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;
10. 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:
11. 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.
12. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
13. 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.

1. 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;
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
3. 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 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:

1. 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 Bid Submission Form; or
2. have refused to accept a correction of an error appearing on the face of the bid; or
3. having been notified of the acceptance of our bid 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 Quote.

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]* |

1.2 Bidder shall provide *[insert number]* of works of a nature and amount similar to the Works performed as Contractor over the last 5 years.

|  |  |  |  |
| --- | --- | --- | --- |
| 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 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 are duly registered with the CIDB in accordance with CIDB Act 2008.*

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

**2. Additional 2**.1 Bidders should provide any additional information Requirementsrequested in the Bidding Document.

|  |  |
| --- | --- |
|  |  |

Bill of quantities

**This text hereunder is a guidance for the preparation of the Bill of Quantities and should not form part of the final document.**

***Objectives***

*The objectives of the Bill of Quantities are:*

*(a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*

*(b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

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

***Dayworks Schedule***

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

*(a) A list of the various classes of labour, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a day work basis.*

*(b) Nominal quantities for each item of day work, to be priced by each Bidder at day work rates as Bid. The rate to be entered by the Bidder against each basic day work item should include the Contractor’s profit, overheads, supervision, and other charges.*

***Provisional Sums***

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

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to GCC Clause 8) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Public Body to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

**BILL OF QUANTITIES**

Procurement Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Complete the unit and total prices for each item listed below. Where Bill of Quantities are not detailed by the Public body, Bidders to fill each Bill separately and may add as many rows as required]*

Bill No. 1: Title……………..

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No** | **Description of Works** | **Quantity** | **Unit of Measure** | **Unit Price**  **(Rs)** | **Total Price**  **(Rs)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | | **Subtotal- Exclusive of VAT(carried to summary)** | |  |

Bill No. N: Title……………………

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No** | **Description of Works** | **Quantity** | **Unit of Measure** | **Unit Price**  **(Rs)** | **Total Price**  **(Rs)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | | **Subtotal- Exclusive of VAT(carried to summary)** | |  |

Summary

|  |  |
| --- | --- |
| *General Summary* | *Amount* |
| Bill No. 1: |  |
| Bill No. 2: |  |
| Bill No. n: |  |
|  |  |
| Subtotal of Bills |  |
| Provisional Sum, if any |  |
|  |  |
| **Bid Price –Exclusive of VAT (Carried forward to Bid Submission Form)** |  |

Schedule of Daywork Rates

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
|  | Forklift | hour |  |  |  |
|  | Labourer | hour |  |  |  |
|  | Bricklayer | hour |  |  |  |
|  | Crane | hour |  |  |  |
|  | —etc.— | hour |  |  |  |
|  |  |  |  |  |  |
| a. To be entered by the bidder. | | | | | |

**Bill of Quantities Authorised By:**

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

Section III: Statement of Requirements

**This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document.**

*A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Public Body without qualifying or conditioning their bids. Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.*

*Samples of Specifications from previous similar Contracts are useful in preparing Specifications. Most Specifications are normally written specially by the Public Body to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these Documents.*

*There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.*

*Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Mauritius or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.*

***Equivalency of Standards and Codes***

*Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.*

1. **SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

*[TO BE COMPLETED BY PUBLIC BODY.]*

**B.** **DRAWINGS**

*[TO BE COMPLETED BY PUBLIC BODY.]*

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Section IV: General Conditions of Contract and Particular Conditions Of Contract

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC),   
**(Ref: W/GCC10/**)[[1]](#footnote-1)\*, for the Procurement of Works (available on website [*ppo.govmu*](http://ppo.govmu.org/).org) except where modified by the Particular Conditions of Contract below.

Procurement Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. *[This section is to be customised by the Public Body to suit the requirements of the specific procurement.]*

Particular Conditions of Contract

|  |  |
| --- | --- |
| **A. General** | |
| **GCC 1.1 (r)** | The Employer is *[insert name, address, and name of authorized representative]*. |
| **GCC 1.1 (v)** | The Intended Completion Date for the whole of the Works shall be *[insert date]*  *[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]* |
| **GCC 1.1 (y)** | The Project Manager is *[insert name, address, and name of authorized representative]*. |
| **GCC 1.1 (aa)** | The Site is located at *[insert address of Site ]* and is defined in drawings No. *[insert numbers]* |
| **GCC 1.1 (dd)** | “The Start Date shall be *[insert date- usually between 7 to 15 days after handing over of site]”* |
| **GCC 1.1 (hh)** | The Works consist of *[insert brief summary, including relationship to other contracts under the Project]*. |
| **GCC 2.2** | Sectional Completions are: *[insert nature and dates, if appropriate]* |
| **GCC 2.3(i)** | The following documents also form part of the Contract: *[list documents]* |
| **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 or may* *not]* delegate any of his duties and responsibilities. |
| **GCC 8.1** | Schedule of other contractors: *[insert Schedule of Other Contractors, if applicable]* |
| **GCC 13.1** | Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:  (a) for the Works, Plant and Materials: (for *the full amount of the works including removal of debris, professional fee etc...)*    (b) for loss or damage to Equipment: (*for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.*  (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).*  (d) for personal injury or death:   * + - 1. of the Contractor’s employees: *[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works]*.   (ii) of other people: [*This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives]*.    (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.  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. |
| **GCC 14.1** | Site Data are: *[list Site Data]* |
| **GCC 20.1** | The Site Possession Date(s) shall be: *[insert location(s) and date(s)]* |
| **GCC 23.1 &**  **GCC 23.2** | Appointing Authority for the Adjudicator: **No Adjudicator shall be appointed for this Contract.** |
| **GCC 24.** | 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.  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” |
| **B. Time Control** | |
| **GCC 25.1** | The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance. |
| **GCC 25.3** | The period between Program updates is *[insert number]* days.  The amount to be withheld for late submission of an updated Program is *[insert amount]*. |
| **C. Quality Control** | |
| **GCC 33.1** | The Defects Liability Period is: ………………..days [*usually it is 365 days for building construction projects*]. |
| **GCC 34.1** | Delete sub-clause 34.1 and replace by the following:  Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager’s notice, this shall constitute a breach of the Contractor’s obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security. |
| **GCC 39.7** | Interim Payment for Plant and Material on site **is not** applicable. |
| **D. Cost Control** | |
| **GCC 40.1** | Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days. |
|  |  |
| **GCC 41.1 (**l**)** | *[ Public Body to define adverse weather conditions]* |
| **GCC 43.1** | The currency of the Employer’s country is: **Mauritian Rupees.** |
| **GCC 44.1** | The Contract is not subject to price adjustment. |
| **GCC 45.1** | GCC Clause 45 is not applicable. |
| **GCC 46.1** | The liquidated damages for the whole of the Works are ……………….*[insert rate]* per day. [0.05% of updated estimated cost]  The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price. |
| **GCC 47.1** | The Bonus for the whole of the Works is not applicable. |
| **GCC 48.1** | The Advance Payments shall be: *[insert amount(s). Maximum of 10% of contract value and inserted at contract signature stage]* and shall be paid to the Contractor within 7 days after signature of the Contract and submission of the Advance Payment security by the contractor.no later than *[insert date(s)]*.  (The Advance Payment amount is as specified in the ITB) |
| **GCC 49.1** | The Performance Security amount is *[insert amount. Usually between 5-10%of contract sum and inserted at contract signature stage]*. (The Performance Security amount is as specified in the ITB) |
| **E. Finishing the Contract** | |
| **GCC 56.1** | The date by which operating and maintenance manuals are required is *[insert date]*. The date by which “as built” drawings are required is *[insert date]*. |
| **GCC 57.2 (g)** | The maximum number of days is: 60 days |
| **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 *[insert percentage]*. |

Section V- Contract forms

Performance Security

*...............................Bank/Insurance Company’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/Insurance Compan*y*]* ..................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 and returned to us not later than twenty- one days from the date of issuance of the Defects Liability 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/Insurance Guarantee and***

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

Advance Payment Security

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

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

**Date:**

**Advance Payment Guarantee No.:**

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

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

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

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

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

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

***Note –***

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

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

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

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 .Rs . . . . . . . ***.[insert*** ***amount in numbers and words and name of currency]***, exclusive of VAT, 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 in accordance with the General Conditions of Contract, using for that purpose of the Performance Security Form included in Section V (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.

* + 1. the Letter of Acceptance
    2. the Bid
    3. the Addenda Nos . . . . . ***[insert addenda numbers if any]***. . . . .
    4. the Appendix to the General Conditions of Contract
    5. the General Conditions of Contract;
    6. the Specification
    7. the Drawings*;* and
    8. 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: |  | Signed by: |  |
| for and on behalf of the Employer | | for and on behalf the Contractor | |
| in the presence of: |  | in the presence of: |  |
| Witness, Name, Signature, Address, Date | | Witness, Name, Signature, Address, Date | |

1. \* Public Body to insert complete reference of the document applicable as at this date by consulting PPO’s website. [↑](#footnote-ref-1)