

**CENTRAL ELECTRICITY BOARD**

**FRAMEWORK AGREEMENT**

**FOR**

**SPLICING, TESTING, TRANSPORTATION AND INSTALLATION OF OPTICAL FIBRE CABLE**

 **Procurement Ref. No. Q21-090(IFB 2139)**

**Issued on: 20 January 2021**

Employer: Central Electricity Board

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**Notice to Bidders**

**Government e-Procurement System**

In line with Government’s plan towards a fully-fledged digital society requiring increased use of ICT in public administration, public bodies would, by the end of July 2019, carry out public procurement electronically on the Government e-Procurement System (ePS). Consequently the paper based procurement process would gradually be phased out.

The e-PS is live and a growing number of public bodies are already carrying out their procurement proceedings online.

In this respect, Bidders are advised to register at the earliest on the e-PS at the following address:

<https://eproc.publicprocurement.govmu.org>

A video for Bidders on ‘’How to Register’’ can be viewed on Youtube at:

<https://www.youtube.com/watch?v=MvH-PqQRS3k>

All registered Bidders will automatically be alerted by email of all online Invitation for Bids issued by any public body. For any further information, contact the Help Desk of All registered Bidders will automatically be alerted by email of all online Invitation for Bids issued by any public body. For any further information, contact the Help Desk of Procurement Policy Office by the following email or phone number:

Email: eprocdesk@govmu.org

Tel: +230 201 1530

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Section 1 - Instructions to Contractors

1. **Scope of Framework Agreement**
	1. The Public body, Central Electricity Board (CEB), also referred to herein as the Employer is inviting qualified local Contractors through the Government e-Procurement System (e-PS) to apply for participation in a framework agreement for the splicing, testing, transportation and installation of optical fibre cable on the basis of pre-determined and common rates for works on any site in Republic of Mauritius in accordance with section 40 sub-section (2B) of the Public Procurement Act.
2. In this document, the words Contractor and Bidder should be construed to have the same meaning.
3. “Participation is limited to citizens of Mauritius, Joint Ventures among entities incorporated in Mauritius or entities incorporated in Mauritius.”
	1. The CEB is responsible for the selection process so as to establish and manage a framework agreement with:
* A minimum of one contractor for the Framework order for splicing, testing and installation of optical fibre cable.

as far as possible, on terms and conditions indicated in the model provided in Section IV, Framework Agreement. The Public body shall procure works through “call-off” under contract with the selected contractors as more fully defined in the Framework Agreement.

* 1. Throughout the bidding documents, the terms

 (a) “writing” means any typewritten or printed communication, including e-mail and facsimile transmission;

 (b) “day” means calendar day; and

 (c) Singular also means plural.

* 1. The works shall consist of splicing, testing, transportation and installation of optical fibre cable. Assignment of works will be on an islandwide basis.
	2. Contractors will be selected based on their technical capacity and past experience in executing works of a similar nature and complexity. Contractors will be assessed in respect of works related to, splicing, testing, transportation and installation of optical fibre.
	3. The works will be allocated as and when required on pre-determined rates common to all contractors.
	4. The selection of a Contractor to the framework does not constitutea **commitment** or **guarantee** by the CEB to procure any service from the selected Contractors.
	5. The framework agreement shall be a “closed framework agreement without second-stage competition” and shall be for a period of **two years and can be further extended for a period of six months subject to the satisfactory execution of the ongoing contract.**
	6. The works shall be financed by the budgetary allocation of the respective public body procuring works under the framework agreement.
	7. The selected contractor shall be liable individually for each respective works under “call-off”.
	8. Payment will be effected to the Contractors after completion of works within

 21 days after receipt of invoice and accompanying documents.

1. **Eligibility Criteria**

To be eligible to participate in this exercise, contractors should:

1. be qualified as contractors;
2. have the legal capacity to enter into a contract to execute the works;
3. not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified;
4. not be under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws 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 at the date of the deadline for bid submission;
5. not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
6. not have had their business activities suspended;
7. not have a conflict of interest in relation to this procurement requirement;
8. have a valid Business Registration Card;

Note: The CEB may choose to request any Bidder to substantiate compliance with these criteria.

1. **Preparation of Proposals**

The Proposal shall comprise the following:

* + 1. duly filled Letter of Proposal and annexed Bid Securing Declaration on the e-Procurement System (e-PS);
		2. duly filled and signed Pre-determined Schedule of Rates and uploaded on the e-PS;
		3. Uploaded scanned copies of Financial Certified Statements showing Contractor’s Turn-over for the last 3 years to meet financial requirement in Clause 10.1 ;
		4. Uploaded scanned copies of any Certified financial statements/ documents demonstrating adequate cash flow, liquid assets, lines of credit, etc to meet requirement in Clause 10.2;
		5. Upload scanned copy for Contractor’s Experience in Section II, which should list all major contracts executed to meet the experience requirement in Clause 10.3;
		6. Upload scanned copy for Key Personnel in Section II to meet the requirement in Clause 10.4 Evidence of immediate availability of the Key personnel or undertaking from the Contractor to be submitted. No personnel of one contractor can be listed by another contractor;
		7. Upload scanned copy for Plant and Equipment to meet requirement in Clause 10.5 Evidence of ownership or undertaking from suppliers/hirers to be submitted;

Upload scanned copies of any other document to allow for the assessment of the proposal as per the requirements mentioned in the Framework Agreement documents may also be included.

In the event of a joint venture, all the above forms shall be filled by the joint venture. Proposals submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. 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.

1. **Bid Validity**

The bid validity period shall be 90 days from the deadline for submission of bids.

1. **Clarifications**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the CEB using the online clarifications feature available in the e-Procurement System. The CEB will respond online through the e-Procurement System to any request for clarification, provided that such request is received no later **than seven (7) days,** prior to the deadline set for the submission of bids. The CEB shall respond to such request on the e-PS at **latest three (3) days** prior to the deadline for submission of proposals.

1. **Prices and Currency of Payment**

Pursuant to Section 40 (2B) of the Public Procurement Act, the CEB intends to award contracts under this Framework Agreement based on pre-determined rates.

The pre-determined rates proposed to contractors are not negotiable and contract price established in each Works Order issued to a contractor are exclusive of VAT.

The Contractor shall signify its acceptance of the pre-determined rates by signing the Pre-determined Schedule of rates contained in Section II and uploading their scanned copies along with its proposal.

The pre-determined rates are in Mauritian Rupees and shall remain fixed during the contractual period of the framework agreement or any extension of the contract, and are inclusive of all the costs incurred, overhead charges and profit that becomes payable for the contractor to deliver the works requested.

All duties, taxes, and other levies payable by the contractor under the Contract, or for any other cause, as at the deadline for submission of bids are construed included in the pre-determined rates.

1. **Bid Securing Declaration**

Bidders are required to subscribe to a Bid Securing Declaration attached to the Letter of Proposal.

1. **Electronic Sealing and Marking of Bids**

Bidders shall submit their bids online. No bids submitted manually shall be accepted, exceptfor samples or any other items such as product catalogues, drawings which are not available in soft copies or may not be scanned for submission online.

Where bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the before the designated time and closing date scheduled of Bid Submission (bid preparation and hash submission).

**The Supply Chain Executive (Procurement)**

**Central Electricity Board**

**Royal Road, Curepipe**

Bidders shall decrypt and re-encrypt their bids within the time schedule provided above to enable opening of their bids. The time lock feature in the system will not allow bidders to decrypt and encrypt their bids outside the specified time frame.

**Start Date and Time (local): Tuesday 09 February 2021 as from 14hr01 as per key activity schedule online**

**End Date and Time (local): Thursday 11 February 2021 @ 10hr30 as per key activity schedule online**

1. **Submission of bids**

9.1 Bids must be submitted on the e-PS no later than the date and time specified in the Key Activity Schedule on the e-Procurement System.

**Closing date**

**Date and Time (local): Tuesday 09 February 2021 at 10hr30 as per key activity schedule online**

9.2 The CEB shall not consider any proposal that arrives after the deadline for submission of proposals. Any proposal received by the CEB after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Contractor.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 1. **Evaluation and Qualification criteria**

The CEB shall examine the proposals submitted, in particular, to confirm that all relevant requirements of the Framework agreement have been met without any material nonconformance. Only those contractors whose submissions are substantially responsive and prequalify as per the criteria mentioned below will be retained for selection to form part of the framework agreement subject to it having accepted the proposed pre-determined rates for the works.10.1 The contractor should have a minimum annual turnover of:* + - 1. **Rs 500,000 to qualify for the Framework Order for splicing, testing**

 **and installation of optical fibre.**calculated as total certified payments received for contracts in progress or completed, within the last three (3) years for works on optical fibres. * 1. The contractor mustdemonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement:
		1. **A minimum of MUR 300,000 is required to qualify for the Framework Agreement for splicing, testing and installation of optical fibre cable.**

Documentary evidences to be submitted with the bid. Contractors are hereby advised that the non-submission of evidences to substantiate mobilization of the minimum amount indicated above for the respective type of works will render the application non-responsive and will be disqualified for selection to the framework. * 1. **Contractors must have proven specific experience in the following:**
1. Splicing of single mode/multimode optical fibres
2. Testing of single mode/multimode optical fibres
3. Stringing of ADSS optical fibre cable
4. Laying of underground optical fibre cable
5. Troubleshooting and fault repairs
	1. **Experience in fibre optic projects and related fibre splicing and testing works**

The contractor shall provide documentary evidence of having at least 5 years experience in the field of fibre optic projects and related fibre installation, splicing and testing works* 1. Contractors must provide the qualifications of the following **key personnel** exclusively for this Contract having the qualifications specified in Table A below. The Key Personnel required will have to be of the level of competence and qualifications adequate to fulfill the requirements of the contractor depending on the type, complexity and size of works it is proposing to execute based on its past experience.
	2. **Contractor whose key personnel are not competent to climb and work on CEB poles, should contact the CEB Training School (CFPP), located at Terre Rouge, to obtain the necessary competencies, after signature of the framework agreement**

**Table A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Position | **Minimum qualifications/Equivalent Qualifications**  | **Total Work** **Experience (years)** | **In Similar Works Experience (years)** | **In Similar Experience (years)** |
| 1. Supervisor/Foreman/Team leaders/Persons-in-charge
 | Attendance of specialized training including that for line worksat recognized institutions and having received competency from CEB to work as person-in-charge (H3) and  | 6 | 5 | 2 |
| 1. Tradesmen (qualified for these type of works)
 | Attendance of specialized training including that for line works at recognized institutions and having received competency from CEB to work as executant (minimum H1)  | 4 | 2 | 2 |

* 1. Contractors must show ownership/availability of the plant/equipment as mentioned in Table B below. Mobilisation of the equipment shall be compatible to the type, nature and complexity of works which the contractor is proposing to execute based on its qualification and experience.

**Table B**

| **Plant and Equipment** |
| --- |
| 4 x 4 Vehicle (with Fusion Splicing Tool Kit) |
| Crane Lorry |
| Fusion Splicer Kit |
| Optical Time Domain Reflectometer (OTDR) |
| Light Source and Power Meter (LSPM) |
| Fibre Optic Cleaver |
| Fibre Optic Cleaning Kit |
| Tespa Tool |
| Fibre Optic Stripper |
| Fibre Optic Slitting Tool |
| OPGW Tube Cutter |
| Cable drum trailer |
| Portable Generator |
| Ladder single section |
| Ladder double section |
| Drilling Machine |
| Drilling Rotary Hammer |
| Rod 11 mm Lg 300 m |
| Rod 4.5 mm Lg 60 m |
| Rod 4.5 mm Lg 80 m |
| Splicing Site Tent |
| Portable Generator Set |
| Optical Fibre Cable Tensionmeter |

* 1. The contractor shall mention past litigation history, if any, occurred during the last 5 years which shall be considered during evaluation.
1. **Price adjustment**

The CEB will review the rates, if deemed appropriate:1. to reflect any cost of living adjustment decided by Government;
2. to cater for prevailing inflation rate; and
 |
| 1. **Rights of the Employer**

The CEB reserves the right to accept or reject any proposal, and to annul the selection process and reject all bids at any time prior to the decision for the formation of the Framework Agreement without thereby incurring any liability to bidders.1. **Selection of Contractors**

Subject to 11 above, the CEB shall select the contractors whose proposals are substantially responsive to the Bidding documents and are determined to be qualified to perform the works satisfactorily. |

1. **Performance Security**

The selected Contractors shall provide a Performance Security of **MUR 50,000** in the form of a bank guarantee/insurance company and shall remain valid 30 days beyond the contractual period**.**

1. **Integrity Clause**

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](http://ppo.gov.mu).org*.*

The CEB 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.

1. **Debriefing**

The CEB shall promptly attend to all requests for debriefing for the Framework Agreement, made in writing, and within 30 days from the date of the publication of the selection or date the unsuccessful bidders are informed about the selection, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.

**Section II – Proposal Forms**

[1. Letter of Proposal 13](#_Toc451859301)

[2. Predermined Schedule of Rates 14](#_Toc451859302)

[3. Form of Personnel 18](#_Toc451859303)

[4. Form for Plant and Equipment 19](#_Toc451859304)

[5. Contractor Information Sheet 20](#_Toc451859305)

[6. Form for Contractor Experience 21](#_Toc451859306)

1. Letter of Proposal

(to be filled online on the e-PS)

To: Central Electricity Board

We, the undersigned, declare that:

1. We have examined and have no reservations to the Framework Agreement Documents, including Addenda issued;
2. We agree to enter into a framework agreement with the Central Electricity Board to execute works for *splicing, testing, transportation, installation of optical fibre cable* as required by this document.
3. We have submitted all qualification information as requested in the Framework Agreement Documents and our acceptance to the Pre-determined Schedules of Rates.
4. Our proposal shall be valid for a period of **ninety (90) days** from the date fixed for the bid submission deadline in accordance with the Framework Agreement Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. I/We hereby confirm that I am/we are aware that if I /we do not accept to form part of the framework agreement, if selected for, I/we may be subject to disqualification as per the regulations in force.
6. Our firm, including any sub-contractor or suppliers for any part of the Contract, have nationalities from eligible countries;
7. We, including any sub-contractors or suppliers for any part of the contract, do not have any conflict of interest;
8. Our firm, its affiliates or subsidiaries, including any sub-contractors has not been declared ineligible under the laws of Mauritius or official regulations or by an act of compliance with a decision of the United Nations Security Council;
9. We *are/are not* a government owned entity;*[delte as appropriate]*
10. We have paid, or will pay the following commissions, gratuities, or fees with respect to the selection process or execution of the Contract *[insert None if no applicable]*:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of Recipient |  | Address |  | Reason |  | Amount |
|  |   |   |  |   |  |   |
|  |   |   |  |   |  |   |

1. We understand that we may not be awarded any work even if we enter into a framework agreement;
2. 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 procurement process and contract execution:
3. 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 procurement 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.
4. We shall not enter with other Contractors 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 proposals or any other actions to restrict competitiveness or to introduce cartelisation in the procurement process.
5. 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 contractors.

1. If a framework agreement is concluded, 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: |  |

1. Predermined Schedule of Rates

 (To sign and upload on the ‘Any other Documents’ of the e-PS)

 [Contractors applying to qualify for the Framework Agreement have to declare their acceptance to execute works as per the rates quoted hereunder without any reservation by ticking the relevant tick box in the letter of proposal on the e-Procurement System]

**Procurement Reference No: Q21-090 (IFB 2139)**

**SCHEDULE 1: RATES FOR SPLICING AND TESTING OF OPTICAL FIBRES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **UNIT** | **Rates (MUR) Excluding VAT** |
| Normal | Overtime |
| A.1 | Splicing fibre (single mode/multimode) | per fibre | 150 | 200 |
| A.2 | OTDR bidirectional testing of fibre (single mode/multimode) | per fibre | 125 | 150 |
| A.3 | OLTS testing of fibre (single mode/multimode) | per fibre | 125 | 150 |
| A.3 | Light Source and Power Meter testing of fibre | per fibre | 100 | 120 |

**Name: …………………………… Signature: …………………………**

**Date: ………………………**

**SCHEDULE 2: RATES FOR INSTALLING OF OPTICAL FIBRE CABLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **UNIT** | **Rates (MUR) Excluding VAT** |
| **Normal** | **Overtime** |
| B.1 | Stringing of ADSS Cable | per m | 19.09 | 24.81 |
| B.2 | Fixing of ADSS Preforms (Suspension/Strain) | per unit | 212.64 | 276.44 |
| B.3 | Laying of Underground Optical Fibre Cable | per m | 19.58 | 43.52 |
| B.4 | Removal,coiling and returning 70sqmm twisted cables to CEB depot | per m | 33.38 | 43.40 |
| B.5 | Removal,coiling and returning 35sqmm twisted cables to CEB depot | per m | 26.66 | 34.67 |

**SCHEDULE 3: RATES FOR TRANSPORTATION OF CABLE DRUM**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **UNIT** | **Rates (MUR) Excluding VAT** |
| **Normal**  | **Overtime** |
| **C\*** | **TRANSPORTATION, HANDLING AND POSITIONING OF CABLE DRUMS**  |
| C.1 | Transport of cable from Main store to sites using own means including handling | per drum | 2142.44 | 2785.18 |
|   | \*Under these sections, it is understood that the contractor will collect the material from the section store/depot up to the site and return any material OR empty cable drum/s to the section store/depot.Man-day is equivalent to eight hours work.Hire of vehicles: Driver/helper to be paid half manday for hiring up to 4 hrs |    |

**Name: …………………………… Signature: …………………………**

**Date: ………………………**

**SCHEDULE 4: RATES FOR DAYWORK SCHEDULE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **UNIT** | **Rates (MUR) Excluding VAT** |
| **Normal** | **Overtime** |
| **F** | **DAYWORK SCHEDULE** |   |   |
|   | The rates inserted hereunder are to include all cost of labour, including the use and maintenance of tools and small plant, together with all superintendance, overheads and profits.  |
| F.1 | Unskilled Labour | per man-day |  | 399.21 | 518.99 |
| F.2 | Tradesman | per man-day |  | 755.04 | 981.54 |
| F.3 | Foreman | per man-day |  | 11195.27 | 1553.89 |
| F.4 | Driver for 2.5T vehicle | per man-day |  | 595.22 | 773.75 |
| F.5 | Driver for 5T vehicle or 5T crane lorry | per man-day |  | 755.04 | 981.54 |
| F.6 | Helper for 5T crane lorry | per man-day |  | 399.21 | 518.99 |
| F.7 | Driver for chained wheel tractor/loader | per man-day |  | 823.91 | 1071.07 |
| F.9 | Hire of 2.5-T vehicle | per hour |  | 99.72 | N/A |
| F.10 | Hire of 5-T vehicle | per hour |  | 226.63 | N/A |
| F.11 | Hire of 5-T crane lorry | per hour |  | 380.72 | N/A |
| F.12 | Hire of 10-T crane lorry | per hour | 679.74 | N/A |
| F.13 | Hire of chained wheel tractor/loader including transport to and from site | per hour | 2175.16 | N/A |
| F.14 | Hiring of Wheel Excavator | Per hour | 906.36 | 1178.27 |
| F.15 | Hiring of Trailer for transportation of concrete poles (upto 15km) | Per trip | 5007.92 | N/A |
| F.16 | Hiring of Trailer for transportation of concrete poles (above 15km and upto 30km) | Per trip | 7031.32 | N/A |
| F.17 | Hiring of Trailer for transportation of concrete poles (above 30km) | Per trip | 8043.02 | N/A |
|

|  |
| --- |
| \* Under these sections, it is understood that the contractor will collect the material from the section store/depot up to the site and return any material OR empty cable drum/s to the section store/depot.Man-day is equivalent to eight hours work. |
|

 |

**Name: …………………………… Signature: …………………………**

**Date: ………………………**

1. Form of Personnel

(To fill, sign and upload on the ‘Any other Documents’ of the e-PS)

**Form PER – 1: Proposed Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Position** | **CEB Overhead Line Competency** | **Experience in Years** |
| **General Works** | **Installation, Splicing and Testing Works** | **Similar Position** |
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Name …………………. Signature : …………………

Date : ………………………..

NB: Clause 10.6 of Section 1 will apply for those contractors who do not have CEB overhead line competency

4.Form for Plant and Equipment

(To sign and upload on the ‘Any other Documents’ of the e-PS)

**The Contractor shall provide adequate information by filling in the form below to demonstrate clearly that it has the capability to meet the requirements for the key equipment at least as listed in Clause 10.7 in Section I.**

|  |  |
| --- | --- |
|  | **State Whether Plant or Equipment is available (owned) or is to be hired. Please tick the appropriate column (✓)** |
| **Description**  | **Owned** | **Hired** |
| 4 x 4 Vehicle (with splicing tool kit) |  |  |
| Crane Lorry |  |  |
| Ladder single section |  |  |
| Ladder double section |  |  |
| Rod 11mm Lg 300 m |  |  |
| Rod 4.5 mm Lg 60 m |  |  |
| Rod 4.5 mm Lg 80 m |  |  |
| Dynamometer for stringing |  |  |
| Crimping tool |  |  |
| Double section ladder |  |  |
| Hydraulic auger / Drilling Machine with portable generator |  |  |
| Safety belt |  |  |
| Cable Winch |  |  |
| Cable Trailor for Cable drum |  |  |
| Earthing gears |  |  |
| **Specific Additional Tools/Equipment for Installatiom, Splicing and Testing of Optical Fibres** |
| Fusion Splicer Kit |  |  |
| Optical Time Domain Reflectometer (OTDR) |  |  |
| Optical Loss Test Set (OLTS) |  |  |
| Light Source and Power Meter (LSPM) |  |  |
| Fibre Optic Cleaver |  |  |
| Fibre Optic Cleaning Kit |  |  |
| Tespa Tool |  |  |
| Fibre Optic Stripper |  |  |
| Fibre Optic Cable Slitter |  |  |
| OPGW Tube Cutter |  |  |
| Fibre Optic Cleaning Wipes |  |  |
| Rollers including those with rubber lining for stringing of OPGW |  |  |
| Safety Harness |  |  |
| Optical Fibre Cable Tensionmeter |  |  |

Name …………………………. Signature : …………………

Date : ………………………..

1. FORM ELI 1.1 - Bidder Information Sheet

(To be filled online on the e-PS)

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

Contractor’s Reference Bidding No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |
| --- |
| 1. Contractor’s Legal Name  |
| 2. In case of JV, legal name of each party: |
| 3. Contractor’s actual or intended Country of Registration: |
| 4. Contractor’s Year of Registration:  |
| 5. Contractor’s Legal Address in Country of Registration: |
| 6. Contractor’s Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.* In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 5.1
* In case of government owned entity from the Employer’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.5.
 |

1. Form for General Experience

(To be filled online on the e-PS)

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bidder’s Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| Starting Month / Year | Ending Month / Year |  Years  | Contract Identification  | Role of Bidder |
| --- | --- | --- | --- | --- |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |

Section III – Employer’s Requirements

1. **Scope and Specifications**

# General

This section describes the general scope of works and existing system.

## Scope of Works

The work in this section shall consist of installation, splicing, termination, testing of fiber optic communication cabling between CEB substations or any other locations as directed by the CEB. The installation environment could be in existing and new optical fibre facilities, underground ducts, direct-buried conduit and in high voltage distribution network.

The CEB will provide materials such as fibre optic splice closures, patch panels and any other materials or fittings as may be required for the project. Optical fibre cables could be of ADSS, Underground Armoured or OPGW type and could consist of 32, 48, 72, 96, 144, 288 fibres.

## Quality Assurance

CEB shall inspect and supervise works in progress. The contractor shall make good/rectify any anomalies as highlighted/directed by the CEB representative.

### Type of optical fibre cable

The type of optical fibre cable for the backbone is single mode G.652D. The number of fibres shall vary between 32 and 288 depending on installation requirements.

### Type of Optical Fibre Cable

Optical fibre cable are of underground armoured, overhead ADSS or OPGW type

### Fibre Colour Code

The fibre colour code used in CEB optical fibre cable is TIA/EIA 598.

# Cable Pre-installation Procedures

## Inspection and Testing of Optical Fibre Cable Drum at CEB’s store

1. If so directed by the CEB representative, the contractor shall test all optical fibres while on the cable drum prior to deployment.
2. The pre-installation test for the fibre cable shall include but is not limited to:
	1. A visual inspection of each cable and drum
	2. An OTDR test and documentation as required
3. Testing shall be done on all fibres in one direction at 1550nm. Traces shall be stored and an electronic copy submitted to the CEB Officer/Project Engineer.
4. The OTDR test on any cable drum, at the store, shall be done in the presence of CEB’s representative and a cable pre-installation test certificate, as in Annex II, signed by both the CEB and contractor’s representatives
5. Once the tests are complete, and the results are satisfactory to all representatives present, the tested optical fibre cable drum shall become the responsibility of the contractor for transportation up to the site of works.

## Pre-installation Cable inspection

1. The contractor’s workmen shall always wear protective gloves and safety shoes when handling drums
2. Together with the CEB representative, the cable drum shall be inspected for signs damage
3. The contractor’s workmen shall ensure that cable drum bolts are all tightened
4. Cable ends must always be sealed – using pre-formed or heat shrinkable ends caps. Or as directed otherwise by the CEB representative.

## Pre-install Meeting

A pre-installation on site meeting shall be held with CEB Officer to discuss survey results, the optimum pulling sites, span lengths, installation equipment and hardware requirements, logistics, splice locations, terrain and other vital installation topics.

# Aerial Cable All-Dieletric Self-Supporting Installation

## ADSS Installation Methods

### Pre-Install Check

Prior hauling the cable, the CEB representative shall inform the contractor of the following:

1. Maximum allowable pulling tension
2. Minimum allowable bending radius during installation
3. Minimum allowable bending radius after installation
4. Cable length
5. Cable length (slack) required at the splicing locations
6. Number of pulleys to be used (sufficient pulleys must be available)

### Installation Process (Conventional Method)

The selected contractor’s workmen shall adhere to the following during installation of the ADSS cable:

1. Orient the cable drum so that the natural payoff direction faces the pulling direction
2. Fix the cable pulley boxes/wheels to required poles on the route, for the length of the cable to be erected
3. Place the drum at least 50m away from the pole where the cable is to go through the first pulley. This will prevent the cable from bending too much while stringing
4. It is preferred to attach a break-away swivel to the end of the hauling rope and then attach the other end of the break-away swivel to the hauling eye of the cable before stringing.
5. It is recommended that radio communication between persons at the drum, alongside the cable-end and the hauling team be maintained
6. When hauling the cable, a person with a two-way radio must walk alongside the cable end to ensure that the cable is not twisting with the rope, especially at angle-poles
7. The hauling team must haul the cable evenly and **prevent jerking**. The person(s) at the cable drum must “feed” the cable off the drum at the same speed at which the cable is being hauled. There must be no strain on the cable between the drum and the first pulley
8. When removing a pulling grip, 3-5 metres of adjacent cable must be cut-off and discarded, as directed by CEB representative on site

### Installation Process (Figure 8 method)

The selected contractor shall only use this method when the terrain is such that the conventional method cannot be used:

1. It is preferred, depending on the site conditions that the cable drum shall be placed approximately halfway along a hauling section,
2. Steps (1) to (7) as described in above conventional method shall be followed
3. The one half of the cable length shall be hauled in the one direction
4. The balance of the cable shall then completely run off the drum into a figure 8 on a tarpaulin, after which it shall be hauled in the opposite direction

### Securing of Cable to Poles (Termination)

The selected contractor shall adhere to the following for securing of the optical fibre cable to poles:

1. It is recommended that break-away swivels are used in conjunction with dynamometers to ensure that the maximum pulling tension is not exceeded
2. To terminate the cable at a terminal pole (beginning or end of route), a preformed dead-end shall be wrapped around the cable and hooked onto a single S-hook
3. The splicing slack (17 m or so) shall then be coiled in 500 mm coil and secured to the pole as high as possible from the ground. The slack cable shall be coiled by rolling it like a wheel. This will ensure that no twists are put in the slack, which could result in the fibres being damaged.
4. Pulleys should be used at all angles as directed by the CEB representative.

### ADSS Sagging – Line of Sight Method

It is recommended that the installation sag be 1% of a span length.

# Underground optical fibre cable installation

## Pre-Installation Check

Prior hauling the cable, the CEB shall inform the contractor of the following:

1. Maximum allowable pulling tension
2. Minimum allowable bending radius during installation
3. Minimum allowable bending radius after installation
4. Cable slack length required at the splicing locations
5. Number of rollers to be used (sufficient rollers must be available)

## Duct rodding

1. The appointed contractor shall use rodding to clear the duct passage and install the pulling rope, using fibreglass pushrods
2. The rod shall be pushed into the duct until the front end of the rod reaches the adjacent HH/MH/Draw Pit
3. A pulling rope shall be attached to the end of the rod at the adjacent HH/MH/Draw Pit
4. Next, the rod and pulling rope shall be pulled back through the duct

## Duct Testing and Cleaning

It is recommended that the duct be cleaned by attaching a cylindrical brush or close-fitting mandrel and a second rope to one end of the installed pull rope and pulled through the duct

## Centre-Pulls and Back-Feeding

Specialized techniques, such as centre-pulls and/or back-feeding shall be used with manual pull or winch methods.

### Centre-Pulls

1. Communication, directed by a team leader with team members positioned at each HH/MH/Draw Pit is essential, for the pulling action to be achieved in a synchronized manner. Communication via the use of walkie-talkie or two-way radio is recommended
2. In the centre-pull operation, the cable reel shall be set-up near the centre of the duct run to be pulled
3. The cable drum shall be oriented so that the natural payoff direction is towards the pulling direction. This will avoid the cable rubbing against the drum flanges. Cable jacks or cable trailer shall be used to lift the drum during the hauling process
4. The cable drum shall be aligned so that the cable can be routed from the top of the reel into the duct in as straight as path a possible
5. A flexible cable guide shall be placed between HH/MH/Draw Pit lid and duct to be used
6. A swivel shall be placed between the cable sock and the hauling rope
7. The cable shall be pulled in one direction to the intended HH/MH/Draw Pit
8. The remaining cable shall be uncoiled in a figure-eight configuration
9. The figure-eight shall be flipped-over so that the pulling-eye end of the cable is on top.
10. The exposed end of the cable shall be pulled in the opposite direction to complete the pull.
11. An end cap shall be placed on all bare cable ends in HHs/MHs/Draw Pits, to prevent moisture and/or intrusion

### Back-feeding

1. Back-feeding shall be used to provide a series of shorter , lower-tension pulls in one direction, utilising figure-eighting, where necessary
2. Except for short runs or hand-pulls, the tension shall be monitored.
3. It is recommended to use a dynamometer to monitor the tension in the pull-line whenever required and as directed by the CEB representative
4. It is recommended to use a breakaway swivel to ensure that the maximum tension of the cable is not exceeded and shall be used as a fail-safe rather than a primary means of monitoring tension

# Splicing and Testing of Optical Fibres

This section describes the testing and splicing of optical fibres

## Splicing of optical fibres

The contractor shall supply all necessary tools, equipment, accessories, safety equipment and protective clothing necessary for the splicing of optical fibres.

The contractor shall carry out site survey to take cognizance of all implications with the CEB project team before starting splicing works. As directed by the CEB representative, the contractor shall record the splice loss of all individual fibres and submit same to the CEB project officer in excel sheet (in soft copy format).

Splice loss limits shall abide by TIA/EIA 568 standard.

## Supervision of splicing and optical fibre cable installation works

All splicing works shall be done under the close supervision of a CEB Officer and all splice results shall be checked unconditionally by the latter to ascertain they are within specified limits. Any abnormally high loss shall be corrected instantly on the spot and/or after bi-directional OTDR tests, as directed by the CEB officer.

The contractor’s representative on site shall be required to sign CEB’s logbook daily while works are carried out. The logbook will consist of the following details:

1. Work Description
2. Name of Contractor’s competent person
3. Name of CEB Officer Supervising works
4. Scope of works
5. Agreed start date
6. Expected date of completion
7. Daily input of work force
8. Daily progress of works
9. Works carried out in Normal Time
10. Works carried out in Overtime
11. Testing of optical fibre cable after deployment
12. Inform contractor about test results

## Availability of contractor for emergency works

Selected Contractors will also be called upon to provide emergency services related to the optical fibre network of the CEB, on occurrence of fibre cuts/during post-cyclone re-instatement works, when they may be required to work continuously for long hours to restore the optical fibre network. The selected contractor shall preferable have TWO (2) teams consisting of an experienced or Lead Officer/Foreman/Team Leader, and at least THREE (3) technicians (installers, splicers and testers). The bidder shall also provide for a readily available contact person’s name and phone number along with its offer**.** In the event of any emergency repair works, a CEB representative shall contact the readily available person from the selected Contractor’s teams.

## Planned Splicing works

The selected contractor shall be notified atleast 24 hours in advance by the CEB officer for any planned splicing works islandwide.

## Testing of optical fibres

### Scope of work

1. Work covered in this paragraph shall consist of furnishing labour, equipment and supplies unless otherwise specified, and in performing the following operations recognized as necessary for the successful testing and verification of the installation of the fibre optic cable plant.
2. The CEB shall notify the selected contractor at least 24 hours in advance prior to testing of optical fibre links and coordinate a meeting with selected contractor to discuss the required testing procedures, required performance, test equipment and documentation requirements.

# Post-Installation Optical Fibre Cable

1. When the optical fibre cable has been replaced and splicing/terminations have been completed, OTDR tests shall be repeated by the contractor (if so directed by the CEB representative).

**Annex I**

**(to fill,sign and upload on the ‘Any other Document’ of the e-PS)**

**Table of Compliance**

Bidders must state either “FC”, “PC”, “NC”, “N” against each section of specification, in the table of compliance given hereunder.

|  |  |  |
| --- | --- | --- |
| **ITEM****(Relevant Sections)** | **FC:** Bidder is Fully Compliant with all requirements of the adjacent paragraph. The Bidder must provide a detailed explanation. **PC:** Bidder is Partially Compliant with the requirements of the adjacent paragraph. **NC:** Bidder is Not Compliant with the requirements of the adjacent paragraph.**N:** Noted | **OTHER/COMMENTS** |
| **SECTION 1 GENERAL** |  |  |
| 1.1 Scope of Works |  |  |
| 1.2 Quality Assurance |  |  |
| 1.2.1 Type of optical fibre cable |  |  |
| 1.2.2 Fibre Colour Code |  |  |
| **SECTION 2 Cable Pre-Installation Procedures** |  |  |
| 2.1 Inspection and Testing of Optical Fibre Cable Drum at CEB’s Store |  |  |
| 2.2 Pre-installation Cable Inspection |  |  |
| 2.3 Pre-install Meeting |  |  |
| **SECTION 3 Aerial Cable All-Dielectric Self-Supporting Installation** |  |  |
| 3.1 ADSS Installation Methods |  |  |
| 3.1.1 Pre-Install Check |  |  |
| 3.1.2 Installation Process (Conventional Method) |  |  |
| 3.1.3 Installation Process (Figure 8 method) |  |  |
| 3.1.4 Securing of Cable to Poles (Termination) |  |  |
| 3.1.5 ADSS Sagging – Line of Sight Method |  |  |
|  |  |  |
| **SECTION 4 Underground Optical Fibre Cable Installation** |  |  |
| 4.1 Pre-Installation Check |  |  |
| 4.2 Duct Rodding |  |  |
| 4.3 Duct Testing and Cleaning |  |  |
| 4.4 Centre-Pulls and Back-Feeding |  |  |
| 4.4.1 Centre-Pulls |  |  |
| 4.4.2 Back-Feeding |  |  |
| **SECTION 5 Splicing and Testing of Optical Fibres** |  |  |
| 5.1 Splicing of optical fibres |  |  |
| 5.2 Supervision of splicing works and optical fibre cable installation works |  |  |
| 5.3 Availability of contractor for emergency works |  |  |
| 5.4 Planned Splicing Works |  |  |
| 5.5 Testing of Optical Fibres |  |  |
| 5.5.1 Scope Of Work |  |  |
| **SECTION 6** Post-Installation Optical Fibre Cable Testing |  |  |

Name of Contractor:

Signature:

Date:

**Annex II**

**CENTRAL ELECTRICYTY BOARD
Cable Pre-Installation OTDR Test Certificate**

This is to certify that OTDR test has been carried out in the optical fibre cable drum earmarked by the CEB.

**Cable Drum Reference No.:** ……………………………………………………………….

**Results/Remarks:** ………………………………………………………………………………………………….

………………………………………………………………………………………………….

………………………………………………………………………………………………….

………………………………………………………………………………………………….

**NB:** OTDR test results/traces have to be saved and provided to CEB in soft copy format.

**Name of CEB Representative:** ……………………………………………..

**Job Title:** ………………………………………………….

**Signature:** ……………………………………………….

**Date:** ………………………………………

**Name of Contractor’s Representative:** ………………………………………………

**Job Title:** ………………………………………………….

**Signature:** ………………………………………………….

**Date:** …………………………………………

Section IV – Framework agreement

**DATED**

**CENTRAL ELECTRICITY BOARD**

**and**

 **[CONTRACTOR]**

Model Works Framework Agreement

|  |
| --- |
| **Framework Agreement** |

**NOTES**

1. The Model Works Framework Agreement (including Call-Off Terms and Conditions) are drafted based on the following assumptions:
	1. A minimum of one contractor shall subscribe to this Framework Agreement, as far as reasonably possible.

2. The Procurement Policy Office (PPO) has customised the document of the Office of Government Commerce ("OGC") of the United Kingdom to assist the CEB to establish framework agreements to procure the service of contractors to execute works. Amendment to the terms and conditions of the Framework Agreement may be made strictly according to the terms specified in the Schedule 8.

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Schedule 1 – Works and Zones

Schedule 2 – Award Criteria

Schedule 3 – Schedule of Rates

Schedule 4 – Works Order Form

Schedule 5 – Call-Off Terms and Conditions

Schedule 6 – Management Information Requirement

Schedule 7 – Commercially Sensitive Information

Schedule 8 – Framework Agreement Variation Procudure

**THIS Agreement** is made on [ ]

**BETWEEN**:-

(1) The Central Electricity Board, whose principal place of business is at [                    ];and

(2) [                    ] (Company Number: [                    ]) whose registered address is at [                    ] [[1]](#footnote-1) (the **"Contractor"**).

**BACKGROUND**

(A) The CEB invited proposals through the Request for Quotation Method for participation in a Framework Agreement for works regarding optical fibre cable on ………...

(B) The Contractor submitted its proposal on [**date**][[2]](#footnote-2) in response to the Invitation for Framework Agreement.

(C) On the basis of the Contractor's proposal, the CEB selected the Contractor to enter into a framework agreement to provide works and goods to CEB on a call-off basis on pre-determined rates in accordance with the terms of this Framework Agreement.

(D) This Framework Agreement sets out the award and ordering procedure for works and goods which may be required, the main terms and conditions for any Call-Off Contract, and the obligations of the Contractor during and after the term of this Framework Agreement.

(E) It is the Parties' intention that there will be no obligation for CEB to award any works order or goods order under this Framework Agreement during its Term.

**IT IS AGREED** as follows:-

1. INTERPRETATION
	1. Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

|  |  |
| --- | --- |
| "**Approval**" | means the prior written approval of the CEB |
| "**Audit**" | means an audit carried out pursuant to Clause 17 |
| "**Auditor**" | means the Audit entity authorised by the CEB |
| "**Award Criteria**" | means the Standard Works Award Criteria  |
| "**Call-Off Contract**" | means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Works between the CEB and the Contractor comprising an Works Order Form (Works Order) and the Call-Off Terms and Conditions (as may be amended pursuant to Clause 7.2.4) |
| "**Call-Off Terms and Conditions**" | means the terms and conditions in Schedule 5 |
| "**Commencement Date**" | means [insert date][[3]](#footnote-3) |
| "**Complaint**" | means any formal complaint raised by CEB in relation to the performance of the Framework Agreement or any Call-Off Contract in accordance with Clause 32 |
| "**Confidential Information**" | means:-(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights; and (b) the Commercially Sensitive Information |
| "**Contractor's Zone**" | means the district where the Contractor has been appointed to under this Framework Agreement as set out in Schedule 1 |
| "**Framework Agreement**" | means this agreement and all Schedules to this agreement |
| "**Framework Agreement Variation Procedure**" | means the procedure set out in Schedule 8 |
| "**Fraud**" | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the contracting body |
| "**Good Industry Practice**" | means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances |
| "**Law**" | means Mauritian Laws and associated Regulations. |
| "**Material Default**" | means any breach of [Clause 7 (Award Procedures), Clause 11 (Safeguard Against Fraud), Clause 14 (Statutory Requirements), Clause 15 (Non-Discrimination), Clause 17 (Records and Audit Access), and Clause 25 (Transfer and Sub-contracting)] |
| "**Month**" | means a calendar month  |
| "**Order**" | means an Works Order served by the CEB on the contractor in accordance with the Ordering Procedures |
| **"Order Form"** | means a document setting out details of an Order in the form set out in Schedule 4 |
| "**Ordering Procedures**" | means the ordering and award procedures specified in Clause 7 |
| "**Party**" | means the CEB and/or the Contractor |
| "**Proposal**" | means the Proposal submitted by the Contractor to the CEB on [                    ] [[4]](#footnote-4) |
| "**Schedule of Rates**" | means the Pre-dertmined Schedule of Rates set out in Schedule 3  |
| "**Works**" | means the maintenance and minor works detailed in Schedule 1 |
| "**Works Framework Contractors**" | means the Contractors appointed as Works Framework Contractors under the Framework Agreement |
| "**Staff**" | means all persons employed by the Contractor together with the Contractor's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts |
| "**Standard Works**" | means the standard works referred to in Schedule 1 |
| "**Standard Works Award Criteria**" | means the award criteria to be applied for the award of Call-Off Contracts for Standard Works as set out in Schedule 2 |
| "**Term**" | means the period commencing on the Commencement Date and ending on [*insert date*] or on earlier termination of this Framework Agreement |
| "**Working Days**" | means any day other than a Saturday half day, Sunday or public holiday in the Republic of Mauritius  |
| "**Year**" | means a calendar year |

* 1. The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:-
		1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
		2. words importing the masculine include the feminine and the neuter;
		3. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
		4. references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
		5. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
		6. headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
		7. references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;
		8. references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered;
		9. reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
		10. in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.
1. statement of intent
	1. In delivering the Works, the Contractor shall operate at all times in accordance with any and all of the CEB 's published objectives and in accordance with the following objectives and statement of intent:-
		1. the Contractor has been appointed and the CEB has entered into this Framework Agreement on the basis of the Contractor's response to the Invitation For Framework Agreement (IFB) and in particular, the representations made by the Contractor to the CEB in relation to its competence, professionalism and ability to provide the Works in an efficient and cost effective manner.
	2. Clause 2 is an introduction to this Framework Agreement and does not expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions of this Framework Agreement, except and to the extent that those terms and conditions do not address a particular circumstance, or are otherwise ambiguous, in which case those terms and conditions are to be interpreted and construed so as to give full effect to Clause 2.

|  |
| --- |
| **PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE** |

1. Term of Framework Agreement

The Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term.

1. **SCOPE OF FRAMEWORK AGREEMENT**
	1. This Framework Agreement governs the relationship between the CEB and the Contractor in respect of the provision of the Works by the Contractor to the CEB.
	2. The CEB (subject to the following provisions of this Clause 4.2) may at their absolute discretion and from time to time order Works from the Contractor in accordance with the Ordering Procedure during the Term.
	3. The Contractor acknowledges that there is no obligation for the CEB to procure any Works from the Contractor during the Term.
	4. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the CEB in respect of the total quantities or values of the Works to be ordered by them pursuant to this Framework Agreement and the Contractor acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.
2. CONTRACTOR'S APPOINTMENT

The CEB appoints the Contractor as a potential Contractor of the Works referred to in the Contractor's district and the Contractor shall be eligible to be considered for the award of Orders for such Works by the CEB during the Term for the said district and any other district if so warranted.

1. NON-EXCLUSIVITY

The Contractor acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the CEB for Works from the Contractor and that the CEB is at all times entitled to enter into other contracts and arrangements with other Contractors for the provision of any or all works which are the same as or similar to the Works.

1. AwarD PROCEDURES

**Awards under the Framework Agreement**

* 1. If the CEB decides to source Works through the Framework Agreement then it may:-
		1. award its Standard Works requirements in accordance with the terms laid down in this Framework Agreement without reopening competition;

**Standard Works (Awards without second stage competition)**

* 1. CEB ordering Standard Works under the Framework Agreement without re-opening competition shall:-
		1. identify the relevant Works Framework district(s) which its Standard Works requirements fall into;
		2. apply the Standard Works Award Criteria to the information set out in Schedule 1 (Works and Districts) and Schedule 3 (Schedule of Rates) in relation to each Works Framework Contractor appointed under the relevant Works Framework District;
		3. award its Standard Works requirement to the Works Framework Contractor;
		4. place an Order with the Works Framework Contractor which:-
			1. states the Standard Works requirements;
			2. identifies the Works Framework District in which the award is made;
			3. states the price payable for the Standard Works requirements in accordance with the Schedule of Rates applicable for the relevant Works Framework District; and
			4. incorporates the Call-Off Terms and Conditions.

**Responsibility for Awards**

* 1. The Contractor acknowledges that CEB is responsible for the award of the contract and for monitoring the performance of the contractor in respect of works executed under each works order.

**Form of Order**

* 1. Subject to Clauses 7.1 to 7.3 above, CEB may place an Order with the Contractor by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Contractor including systems of ordering involving facsimile, electronic mail or other on-line solutions. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this Clause 7.4 shall not constitute an Order under this Framework Agreement.

**Accepting and Declining Orders**

* 1. Following receipt of an Order, the Contractor shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the CEB and notified to the Contractor in writing at the same time as the submission of the Order (which in any event shall not exceed [three (3) Working Days]) acknowledge receipt of the Order and either:-
		1. notify the CEB that it declines to accept the Order; or
		2. notify the CEB that it accepts the Order by signing and returning the Order Form or as otherwise agreed by the contractor and the CEB.
	2. If the Contractor:-
		1. notifies the CEB that it declines to accept an Order; or
		2. the time-limit referred to in Clause 7.5 has expired;

then the offer from the CEB to the Contractor shall lapse and the CEB may offer that Order to another contractor in accordance with the relevant Award Criteria.

* 1. The Contractor in agreeing to accept such an Order pursuant to Clause7.5 above shall enter a Call-Off Contract with the CEB for the provision of Works referred to in that Order. A Call-Off Contract shall be formed on the CEB's receipt of the signed Order Form provided by the Contractor (or such similar or analogous form agreed with the Contractor) pursuant to Clause 7.5.

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| **PART TWO: CONTRACTOR'S GENERAL FRAMEWORK OBLIGATIONS** |

1. WARRANTIES AND REPRESENTATIONS
	1. The Contractor warrants and represents to the CEB that:-
		1. it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
		2. this Framework Agreement is executed by a duly authorised representative of the Contractor;
		3. in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;
		4. as at the Commencement Date, all information, statements and representations contained in the Proposal and the response to the selection process for the Works are true, accurate and not misleading save as may have been specifically disclosed in writing to the CEB prior to the execution of this Framework Agreement and it will promptly advise the CEB of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
		5. it has not entered into any agreement with any other person with the aim of preventing proposals being made or as to the fixing or adjusting of rates and prices of any proposal or the conditions on which any proposal is made in respect of the Framework Agreement;
		6. it has not caused or induced any person to enter such agreement referred to in Clause 8.1.5 above;
		7. it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other proposal for Works under the Framework Agreement;
		8. It has not committed any offence under the Prevention of Corruption Act 2002.
		9. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the CEB;
		10. it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the CEB;
		11. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue; and
		12. in the three (3) years prior to the date of this Framework Agreement:-
			1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it;
			2. it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and
			3. it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Contractor's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.
2. CORRUPT GIFTS AND PAYMENTS OF COMMISSIOn
	1. The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the CEB or any other public body or person employed by or on behalf of the CEB or any other public body any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Framework Agreement, any Call-Off Contract or any other contract with the CEB or person employed by or on behalf of the CEB (including its award to the Contractor, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Act 2002.
	2. The Contractor warrants that it has not paid commission nor agreed to pay any commission to the CEB or any person employed by or on behalf of the CEB in connection with this Framework Agreement, any Call-Off Contract or any other contract with the CEB or person employed by or on behalf of the CEB.
	3. If the Contractor, its Staff or any person acting on the Contractor's behalf, engages in conduct prohibited by Clauses 9.1 or 9.2 above or commits any offence under the Prevention of Corruption Act 2002 the CEB may:-
		1. terminate the Framework Agreement with immediate effect by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the CEB resulting from the termination; or
		2. recover in full from the Contractor and the Contractor shall indemnify the CEB in full from and against any other loss sustained by the CEB in consequence of any breach of this Clause, whether or not the Framework Agreement has been terminated.
3. CONFLICTS OF INTEREST
	1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where (in the reasonable opinion of the CEB) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to the CEB under the provisions of this Framework Agreement or any Call-Off Contract.
	2. The Contractor shall promptly notify and provide full particulars to the CEB if such conflict referred to in Clause 10.1 above arises or is reasonably foreseeable to arise.
	3. The CEB reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the CEB, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the CEB under the provisions of this Framework Agreement or any Call-Off Contract. The action of the CEB pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the CEB.
	4. This Clause shall apply during the Term and for a period of one (1) year after its termination or expiry.
4. SAFEGUARD AGAINST FRAUD

The Contractor shall safeguard the CEB’s funding of the Framework Agreement and any Call-Off Contract against Fraud generally and, in particular, Fraud on the part of the Contractor or its Staff. The Contractor shall notify the CEB immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

1. CALL-OFF CONTRACT PERFORMANCE
	1. The Contractor shall perform all Call-Off Contracts entered into with the CEB in accordance with:-
		1. the requirements of this Framework Agreement; and
		2. the terms and conditions of the respective Call-Off Contracts.
	2. In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of this Framework Agreement shall prevail.
2. PRICES FOR WORKS
	1. The prices for works agreed by the Contractor for Call - Off Contracts for Standard Works shall be the prices listed in the Schedule of Pre-determined rates common to all contractors.
3. STATUTORY REQUIREMENTS

The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

1. NON-DISCRIMINATION
	1. The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).
	2. The Contractor shall take all reasonable steps to secure the observance of Clause 15 .1 by all servants employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Framework Agreement.

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| **PART THREE: CONTRACTOR’S INFORMATION OBLIGATIONS** |

1. PROVISION OF MANAGEMENT INFORMATION
	1. The Contractor shall submit Management Information to the CEB in the form set out in Schedule 6 throughout the Term on the last day of every Month and thereafter in respect of any Call-Off Contract entered into with the CEB.
	2. The CEB may share the Management Information supplied by the Contractor with any District Engineer.
	3. The CEB may make changes to the Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) month's written notice of any changes.
2. RECORDS AND AUDIT ACCESS
	1. The Contractor shall keep and maintain until one (1) year after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Works provided under it, the Call-Off Contracts entered into and the amounts paid.
	2. The Contractor shall keep the records and accounts referred to in Clause 17.1 above in accordance with good accountancy practice.
	3. The Contractor shall afford the CEB and/or the Auditor such access to such records and accounts as may be required from time to time.
	4. The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Term and for a period of [six (6)] years after expiry of the Term to the CEB and the Auditor.
	5. The CEB shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Works pursuant to the Call-Off Contracts; save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the CEB.
	6. Subject to the CEB 's rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, within the scope of the Audit;
	7. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 17, unless the Audit reveals a Material Default by the Contractor in which case the Contractor shall reimburse the CEB for the CEB’s reasonable costs incurred in relation to the Audit.
3. confidentiality

18.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:

(a) treat the other Party's Confidential Information as confidential [and safeguard it accordingly]; and

(b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

1. PUBLICITY
	1. Unless otherwise directed by the CEB, the Contractor shall not make any press announcements or publicise this Framework Agreement in any way without the CEB's prior written consent.
	2. The CEB shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the CEB, including any examination of this Framework Agreement by the Auditor or otherwise.
	3. The Contractor shall not do anything which may damage the reputation of the CEB or bring the CEB into disrepute.

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| **PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION** |

1. Termination

**Termination on Default**

* 1. The CEB may terminate the Framework Agreement by serving written notice on the Contractor with effect from the date specified in such notice:-
		1. where the Contractor commits a Material Default and:-
			1. the Contractor has not remedied the Material Default to the satisfaction of the CEB within [twenty (20)] Working Days, or such other period as may be specified by the CEB, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
			2. the Material Default is not, in the reasonable opinion of the CEB, capable of remedy; or
		2. where CEB terminates a Call-Off Contract awarded to the Contractor under this Framework Agreement as a consequence of default by the Contractor.

**Termination on Financial Standing**

* 1. The CEB may terminate the Framework Agreement by serving notice on the Contractor in writing with effect from the date specified in such notice where (in the reasonable opinion of the CEB), there is a material detrimental change in the financial standing and/or the credit rating of the Contractor which adversely impacts on the Contractor's ability to supply Works under this Framework Agreement.

**Termination for Insolvency and Change of Control**

* 1. The CEB may at any time terminate the Agreement by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CEB.

**Termination for convenience by CEB**

* 1. CEB shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving one month written notice to the Contractor.
1. Suspension of CONTRACTOR'S Appointment

Without prejudice to the CEB 's rights to terminate the Framework Agreement in Clause 20 above, if a right to terminate this Framework Agreement arises in accordance with Clause 20, the CEB may suspend the Contractor's appointment to supply Works in any or all Contractor's zones by giving notice in writing to the Contractor. If the CEB provides notice to the Contractor in accordance with this Clause 21, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor by the CEB in writing from time to time.

1. CONSEQUENCES OF TERMINATION AND EXPIRY
	1. Notwithstanding the service of a notice to terminate the Framework Agreement, the Contractor shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 22.
	2. Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
	3. Within [twenty eight (28)] Working Days of the date of termination or expiry of the Framework Agreement, the Contractor shall return to the CEB any data and Confidential Information belonging to the CEB in the Contractor's possession, power or control, either in its then current format or in a format nominated by the CEB (in which event the CEB will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the CEB, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
	4. The CEB shall be entitled to require access to data or information arising from the provision of the Works from the Contractor until the latest of:-
		1. the expiry of a period of [twelve (12) Months] following termination or expiry of the Framework Agreement; or
		2. the expiry of a period of [six (6 Months] following the date on which the Contractor ceases to provide Works under any Call-Off Contract.
	5. Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
	6. The provisions of Clauses 8, 9, 10, 11, 17, 18, 23, 24 and 34 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

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| **PART FIVE: INSURANCE AND LIABILITY** |

1. LIABILITY
	1. Neither Party excludes or limits its liability for:-
		1. death or personal injury caused by its negligence, or that of its Staff; or
		2. fraud or fraudulent misrepresentation by it or its Staff; or
	2. For the avoidance of doubt, the Parties acknowledge and agree that this Clause 23 shall not limit either Party's liability under any Call-Off Contract and that each Party's liability in relation to a Call-Off Contract shall be as set out in the Call-Off Contract.
	3. Subject to Clause 23.2 The Contractor shall indemnify and keep indemnified the CEB in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Framework Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This Clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or Default, or the negligence or Default of its Staff or by any circumstances within its or their control.
2. INSURANCE
	1. The Contractor shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Contractor under this Framework Agreement including death or personal injury, or loss of or damage to property.
	2. The Contractor shall effect and maintain the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement:-
		1. public liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time;
		2. employers' liability insurance with a minimum limit of indemnity as required by law from time to time; and
		3. professional indemnity insurance with a minimum limit of indemnity of as defined in the Call Off contract for each claim or such higher limit as the CEB may reasonably require (and as required by law) from time to time.
	3. Any excess or deductibles under such insurance (referred to in Clause 24.1 and Clause 24.2) shall be the sole and exclusive responsibility of the Contractor.
	4. The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under the Framework Agreement.
	5. The Contractor shall produce to the CEB, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
	6. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Framework Agreement then the CEB may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

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| **PART SIX: OTHER PROVISIONS** |

1. TRANSFER AND SUBCONTRACTING
	1. The Framework Agreement is personal to the Contractor and the Contractor shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of the CEB. The Contractor shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
2. VARIATIONS TO THE FRAMEWORK AGREEMENT

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 7.

1. **SEVERABILITY**

27.1 If any provision of the Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.

1. CUMULATIVE remedies

Except as otherwise expressly provided by the Framework Agreement, all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

1. WAIVER

29.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.

29.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 31.

29.3 A waiver of any right or remedy arising from a breach of the Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

1. ENTIRE AGREEMENT

30.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

30.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.

30.3 Nothing in this Clause 30 shall operate to exclude Fraud or fraudulent misrepresentation.

1. NOTICES

31.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

31.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 32.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

31.3 For the purposes of Clause 31.2, the address of each Party shall be:[[5]](#footnote-5)

31.3.1 For the CEB:-

Attention:

**The General Manager,**

**Central Electricity Board**

**Rue du Savoir**

**Cyber City**

**Ebene**

**Telephone:(230) 404-2000**

**Facsimile number: (230) 454-7630/32**

Electronic mail address: ceb@intnet.mu.

31.3.2 For the Contractor:-

[                    ] [[6]](#footnote-6)

Address:

For the attention of:

Tel:

Fax:

Email:

31.4 Either Party may change its address for service by serving a notice in accordance with this Clause.

1. COMPLAINTS HANDLING AND RESOLUTION

32.1 The Contractor shall notify the CEB of any Complaint made by any District Engineer within [two (2)] Working Days of becoming aware of that Complaint and such notice shall contain full details of the Contractor's plans to resolve such Complaint.

32.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Contractor to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Contractor shall use its best endeavours to resolve the Complaint within [ten (10)] Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

32.3 Within [two (2)] Working Days of a request by the CEB, the Contractor shall provide full details of a Complaint to the CEB, including details of steps taken to its resolution.

1. DISPUTE RESOLUTION
	1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within [twenty (20)] Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to [those persons identified in Clause 31 above.]
2. LAW AND JURISDICTION

Subject to the provisions of Clause 32 and Clause 33, the CEB and the Contractor accept the exclusive jurisdiction of Mauritian courts and agree that the Framework Agreement is to be governed by and construed according to the Laws of the Republic of Mauritius.

**SIGNED** by or on behalf of the Parties on the date which first appears in the Framework Agreement

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| --- | --- | --- |
| **SIGNED** by for and on behalf of the CEB | **SIGNED** by for and on behalf of the Contractor |  |
| Place **of** Signature:………………………... | Place of Signature:………………………….. |
| Name:………………………………… | Name:………………………………………… |
| Designation:  **General Manager** | Designation**: Director/Company Secretary** |

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|  |  |  |

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schedule 1

WORKS AND ZONES(S)

1. PART A
2. the WORKS
3. Background
4. The Central Electricity Board (CEB is the national power utility and sole distributor of electrical energy in the Republic of Mauritius. It operates a backbone optical fibre network consisting of OPGW, ADSS and underground cables. The optical fibre backbone network spans the whole island of Mauritius. Optical fibre cables are spliced using either PVC or metal fibre optic splice closures. The exigencies of a modern power utility and the creation of the subsidiary UTELCO company CEB FibreNet Co. Ltd necessitate a reliable optical fibre network infrastructure and do require works to be carried out after normal hours, and, in some cases, even at night and during rough weather conditions. Contractors will also be called upon to provide emergency services during post-cyclone re-instatement works, when they may be required to work continuously for long hours to restore the optical fibre network after the passage of severe cyclones.
5. Optical fibre works are undertaken on an islandwide basis. The works of all the contractors are constantly monitored by CEB officer on site and any poor performance will be registered by the responsible supervising officer for any further action that may be deemed important by the Communications Engineer. Contractors are expected to be fully aware of CEB safety rules for intervention on low voltage, medium voltage or high voltage networks and no works are to be executed in a particular district/zone/area without formal approval from the responsible officer of that district.

**Works on optical fibre network:**

The works include the following but not limited to:

* 1. Stringing of ADSS optical fibre cable
	2. Laying of underground optical fibre cable
	3. Splicing of optical fibre (single mode/multi mode)
	4. Testing of optical fibre (single mode/multi mode)
	5. Preventive maintenance on optical fibre network infrastructure
	6. Troubleshooting and rectifying high loss points in an optical fibre link

**PART B**

**WORKS FRAMEWORK ZONES**

Selected contractors shall be required to carrying out works on an islandwide basis as directed by CEB representative.

**SCHEDULE 2**

AWARD CRITERIA

**Standard Works Award Criteria**

* + - 1. Works shall be allocated islandwide as and when so required on the basis of the pre-determined rates contained in schedule 3 of the framework agreement.
			2. The contractor will be awarded the type of works for which it has been found qualified, that is for **splicing, testing and laying of optical fibre cables islandwide**
			3. The contract price to be worked out by the CEB shall not be subject to a Margin of Preference.

**SCHEDULE 3**

THE PREDETERMINED SCHEDULES OF RATES AS MENTIONED IN SECTION II-PROPOSAL FORMS OF THE BIDDING DOCUMENT

SCHEDULE 4

WORKS ORDER FORM



SCHEDULE 5

CALL-OFF TERMS AND CONDITIONS

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**GENERAL CONDITIONS OF CONTRACT**

1. **GENERAL PROVISIONS**

**Definitions**

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:-

|  |  |
| --- | --- |
| "**Approval**"**and "Approved"**  | means the written consent of the Employer  |
| "**Auditor**" | means the Audit entity authorised by the Employer |
| "**Bid**" | means the document(s) submitted by the Contractor to the Employer in response to the Invitation to participate in the Framework Agreement for works  |
| "**Commencement Date**" | means the date set out in the Works Order Form for the particular work |
| "**Confidential Information**" | means:-(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party; and(b) the Commercially Sensitive Information and does not include any information:-(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 5.3 (Confidential Information);(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or (iv) is independently developed without access to the Confidential Information |
| "**Contract**" | means this written agreement between the Employer and the Contractor consisting of the Works Order Form and these clauses save that, for the purposes of Clause 1.6.2 only, reference to 'Contract' shall not include the Works Order Form |
| "**Contractor"** | means the person, firm or company with whom the Employer enters into the Contract as identified in the Works Order Form |
| "**Contract Period**" | means the period from the Commencement Date to:- (a) the date of expiry set out in Clause 1.2 (Initial Contract Period); (b) following an extension pursuant to Clause 6.8 (Extension of Initial Contract Period), the date of expiry of the extended period; or(c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract |
| "**Contract Price**" | means the price (exclusive of any applicable VAT), payable to the Contractor by the Employer under the Contract, as set out in the Works Order Form, for the full and proper performance by the Contractor of its obligations under the Contract  |
| "**Default**" | means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other |
| "**Deliverables**" | means those deliverables listed in the Works Order Form  |
| "**Equipment**" | means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract |
| "**Employer**" | means the Central Electricity Board as mentioned in the Works Order Form |
| "**Force Majeure**" | means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:-(a) any industrial action occurring within the Contractor's or any sub-contractor's organisation; or(b) the failure by any sub-contractor to perform its obligations under any sub-contract |
| "**Framework Agreement**" | means the framework agreement for the provision of overhead lines and underground networks Works between the Central Electricity Board and the Contractor dated [                    ] |
| "**Fraud**" | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to the Employer |
| "**Good Industry Practice**" | means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances |
| "**Initial Contract Period**" | means the period from the Commencement Date to the date of expiry set out in Clause 1.2 (Initial Contract Period), or such earlier date of termination or partial termination of the agreement in accordance with the provisions of the Contract |
| "**Law**" | means any applicable Law of Mauritius |
| "**Month**" | means calendar month |
| **"Order"** | means the order submitted by the Employer to the Contractor in accordance with the Framework Agreement |
| "**Party**" | means the Contractor or the Employer |
| "**Property**" | means the property, other than real property, issued or made available to the Contractor by the Employer in connection with the Contract |
| "**Quality Standards**" | means the quality standards published by recognised national or International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with (as may be further detailed in the Works Order Form) and any other quality standards set out in the Works Order Form |
| "**Regulatory Bodies**" | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Employer |
| "**Replacement Contractor**" | means any third party service Contractor appointed by the Employer to supply any works which are substantially similar to any of the Works and which the Employer receives in substitution for any of the Works following the expiry, termination or partial termination of the Contract |
| "**Staff**" | means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract |
| "**Variation**" | has the meaning given to it in Clause 6.3 (Variation) |
| "**Works**" | means the works to be supplied as specified in the Works Order Form |
| "**Works** **Order Form**" | means the order submitted to the Contractor by the Employer in accordance with the Framework Agreement which sets out the description of the Works to be supplied including, where appropriate, the Key Personnel, the work site, the timeframe, the Deliverables and the Quality Standards |
| "**Work site**" | means the location where the Works are to be supplied, as set out in the Works Order Form |
| "**Working Day**" | means any day other than a Saturday or Sunday or public holiday  |

* 1. **Interpretation**

The interpretation and construction of the Contract shall be subject to the following provisions:-

* + 1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
		2. words importing the masculine include the feminine and the neuter;
		3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
		4. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
		5. references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
		6. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
		7. headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.
	1. **Initial Contract Period**

The Contract shall take effect on the Commencement Date and shall expire automatically on the date set out in the Works Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause 6.8 (Extension of Initial Contract Period).

* 1. **Contractor's Status**

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

* 1. **Employer's Obligations**

Save as otherwise expressly provided, the obligations of the Employer under the Contract are obligations of the Employer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Employer in any other capacity, nor shall the exercise by the Employer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Employer to the Contractor.

* 1. **Entire Agreement**
		1. This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
		2. Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.
		3. Nothing in Clauses 1.6.1 or 1.6.2 shall operate to exclude Fraud or fraudulent misrepresentation.
		4. In the event of and only to the extent of any conflict between the Works Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-
			1. the Works Order Form;
			2. the clauses of the Contract; and
			3. any other document referred to in the clauses of the Contract.
		5. The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.
	2. **Notices**
		1. Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.
		2. Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 1.6.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
		3. For the purposes of Clause 1.6.2, the address of each Party shall be:-
			1. for the Employer: the address set out in the Works Order Form.
			2. for the Contractor: the address set out in the Framework Agreement.
		4. Either Party may change its address for service by serving a notice in accordance with this clause.
	3. **Mistakes in Information**

The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Employer by the Contractor in connection with the supply of the Works and shall pay the Employer any extra costs occasioned by any discrepancies, errors or omissions therein.

* 1. **Conflicts of Interest**
		1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where (in the reasonable opinion of the Employer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to the Employer under the provisions of the Contract.
		2. The Contractor shall promptly notify the Employer (and provide full particulars to the Employer) if any conflict referred to in Clause 1.8.1 above arises or is reasonably foreseeable.
		3. The Employer reserves the right to terminate the Contract immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the Employer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Employer under the provisions of the Contract. The actions of the Employer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Employer.
		4. This clause shall apply during the Contract Period and for a period of one (1) year after expiry of the Contract Period.
	2. **Prevention of Fraud**
		1. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Employer.
		2. The Contractor shall notify the Employer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
		3. If the Contractor or its Staff commits any Fraud in relation to the Contract or any other contract with a Employer, the Employer may:-
			1. terminate the Contract with immediate effect by giving the Contractor notice in writing and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination including the cost reasonably incurred by the Employer of making other arrangements for the supply of the Works and any additional expenditure incurred by the Employer throughout the remainder of the Contract Period; and/or
			2. recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of this clause.
1. **SUPPLY OF WORKS**
	1. **The Works**
		1. The Contractor shall supply the Works during the Contract Period in accordance with the Employer's requirements as set out in the Contract in consideration for the payment of the Contact Price. The Employer may inspect and examine the manner in which the Contractor supplies the Works at the work site during normal business hours on reasonable notice.
		2. If the Employer informs the Contractor in writing that the Employer reasonably believes that any part of the Works does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default on the part of the Employer, the Contractor shall at its own expense re-schedule and carry out the Works in accordance with the requirements of the Contract within such reasonable time as may be specified by the Employer.
		3. Subject to the Employer providing Approval in accordance with Clause 2.2.2 (Provision and Removal of Equipment), timely supply of the Works shall be of the essence of the Contract, including in relation to commencing the supply of the Works within the time agreed or on a specified date.
	2. **Provision and Removal of Equipment**
		1. Unless otherwise stated in the Works Order Form, the Contractor shall provide all the Equipment necessary for the supply of the Works.
		2. All Equipment brought onto the work site shall be at the Contractor's own risk and the Employer shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Employer's Default. Unless otherwise agreed, Equipment brought onto the work site will remain the property of the Contractor.
		3. The Contractor shall maintain all items of Equipment within the work site in a safe, serviceable and clean condition.
		4. The Contractor shall, at the Employer's written request, at its own expense and as soon as reasonably practicable:-
			1. remove from the work site any Equipment which in the reasonable opinion of the Employer is either hazardous, noxious or not in accordance with the Contract; and
			2. replace such item with a suitable substitute item of Equipment.
		5. On completion of the Works, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Works and shall leave the work site in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the work site or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.
	3. **Manner of Carrying Out the Works**
		1. The Contractor shall at all times comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Works has not been specified in the Contract the Contractor shall agree the relevant standard of the Works with the Employer prior to the supply of the Works and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
		2. The Contractor shall ensure that all Staff supplying the Works shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Works.
	4. **Key Personnel**
		1. The Parties have agreed to the appointment of the Key Personnel. The Contractor shall, and shall procure that any sub-contractor shall, obtain the prior Approval of the Employer before removing or replacing any Key Personnel during the Contract Period, and, where possible, at least one months' written notice must be provided by the Contractor of its intention to replace Key Personnel.
		2. The Employer shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel by the Contractor or sub-contractor. The Employer may interview the candidates for Key Personnel positions before they are appointed.
		3. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Works to the Employer. The Contractor shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
		4. The Employer may also require the Contractor to remove any Key Personnel that the Employer considers in any respect unsatisfactory. The Employer shall not be liable for the cost of replacing any Key Personnel.
	5. **Inspection of work site**

Save as the Employer may otherwise direct, the Contractor is deemed to have inspected the work site before accepting the Works Order Form and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

* 1. **Offers of Employment**

For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Employer nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Works without that other Party's prior written consent.

1. **PAYMENT AND CONTRACT PRICE**
	1. **Contract Price**
		1. In consideration of the Contractor's performance of its obligations under the Contract, the Employer shall pay the Contract Price in accordance with Clause 3.2 (Payment and VAT).
		2. The Employer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Works supplied in accordance with the Contract.
	2. **Performance Security**

The selected Contractors shall provide a Performance Security of MUR 50,000 in the form of a bank guarantee/insurance company and shall remain valid 30 days beyond the contractual period**.**

* 1. **Payment and VAT**
		1. The Employer shall pay all sums due to the Contractor within thirty (30) days of receipt of a valid invoice, submitted in accordance with the payment profile set out in the Works Order Form.
		2. The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Works supplied and that it is supported by any other documentation reasonably required by the Employer to substantiate the invoice.
		3. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding thirty 30 days from the receipt of a valid invoice.
		4. The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
		5. The Contractor shall not suspend the supply of the Works unless the Contractor is entitled to terminate the Contract under Clause 8.2 (Termination on Default) for failure to pay undisputed sums of money.
	2. **Recovery of Sums Due**
		1. Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Employer in respect of any breach of the Contract), the Employer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Employer.
		2. Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
		3. The Contractor shall make any payments due to the Employer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Employer to the Contractor.
		4. All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
	3. **Performance Security**

The Contractor shall submit a Performance Security, in the form of a bank guarantee, for the sum of **MUR 50,000** and shall remain valid 3 months beyond the contractual period.

The CEB shall exercise its rights on the bank guarantee for any default from the part of the Contractor in the performance of its obligations to the contract.

1. STATUTORY OBLIGATIONS AND REGULATIONS
	1. **Prevention of Corruption**
		1. The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Employer or any other public body or person employed by or on behalf of the Employer any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the Contract or any other contract with the Employer or person employed by or on behalf of the Employer, or for showing or refraining from showing favour or disfavour to any person in relation to any such contract.
		2. The Contractor warrants that it has not paid commission or agreed to pay commission to the Employer or any other public body or any person employed by or on behalf of the Employer or any other public body in connection with the Contract.
		3. If the Contractor, its Staff or any person acting on the Contractor's behalf, engages in conduct prohibited by Clauses 4.1.1 or 4.1.2, the Employer may:-
			1. terminate the Contract with immediate effect by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination; and/or
			2. recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of those clauses.
	2. **Discrimination**
		1. The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
		2. The Contractor shall take all reasonable steps to secure the observance of Clause 4.2.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.
	3. **Environmental Requirements**

The Contractor shall, when working on the work site, perform its obligations under the Contract in accordance with the Employer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

* 1. **Health and Safety**
		1. The Contractor shall promptly notify the Employer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Employer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the work site and which may affect the Contractor in the performance of its obligations under the Contract.
		2. While on the work site, the Contractor shall comply with any health and safety measures implemented by the Employer in respect of Staff and other persons working there.
		3. The Contractor shall notify the Employer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the work site where that incident causes any personal injury or damage to property which could give rise to personal injury.
		4. The Contractor shall comply with the requirements of The Occupational Safety and Health Act 2005 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the work site in the performance of its obligations under the Contract.
		5. The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 2005) is made available to the Employer on request.
1. PROTECTION OF INFORMATION
	1. **Confidential Information**

 5.1.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

(a) treat the other Party's Confidential Information as confidential [and safeguard it accordingly]; and

(b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

 5.1.2 Clause 5.1.1 shall not apply to the extent that:

### (a) such disclosure is a requirement of Law placed upon the Party making the disclosure;

### (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

### (c) such information was obtained from a third party without obligation of confidentiality;

###   (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

### (e) it is independently developed without access to the other Party's Confidential Information.

 5.1.3 The Contractor may only disclose the Employer's Confidential Information to its Staff who are directly involved in the provision of the Works and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

5.1.4 The Contractor shall not, and shall procure that its Staff do not, use any of the Employer’s Confidential Information received otherwise than for the purposes of this Contract.

5.1.5 Nothing in this Contract shall prevent the Employer from disclosing the Contractor's Confidential Information:

(a) to any consultant, contractor or other person engaged by the Employer or any person conducting a monitoring on behalf of the Procurement Policy Office;

(b) for the purpose of the examination and certification of the Employer's accounts;

(c) for any examination by Audit.

5.1.6 The Employer shall use all reasonable endeavours to ensure that any government department, Employer, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 5.1.5 is made aware of the Employer's obligations of confidentiality.

* 1. **Publicity, Media and Official Enquiries**
		1. The Contractor shall not make any press announcements or publicise the Contract in any way without the Employer's prior Approval and shall take reasonable steps to ensure that its servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with this Clause.
		2. The Employer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Employer, including any examination of the Contract by the Auditor.
		3. The Contractor shall not do anything or cause anything to be done, which may damage the reputation of the Employer or bring the Employer into disrepute.
	2. **Records and Audit Access**
		1. The Contractor shall keep and maintain until six (6) years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Works provided under it, the Call-Off Contracts entered into with the Employer and the amounts paid by each Employer.
		2. The Contractor shall keep the records and accounts referred to in Clause 5.3.1 above in accordance with good accountancy practice.
		3. The Contractor shall on request afford the Employer, the Employer's representatives and/or the Auditor such access to such records and accounts as may be required by the Employer from time to time.
		4. The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Contract Period and for a period of two years after the expiry of the Contract Period to the Employer and the Auditor.
		5. The Employer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Works, save insofar as the Contractor accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Employer.
		6. Subject to the Employer's rights of Confidential Information, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:-
			1. all information requested by the Employer within the scope of the audit;
			2. reasonable access to sites controlled by the Contractor and to Equipment used in the provision of the Works; and
			3. access to Staff.
		7. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 5.3, unless the audit reveals a material Default by the Contractor in which case the Contractor shall reimburse the Employer for the Employer's reasonable costs incurred in relation to the audit.
1. CONTROL OF THE CONTRACT
	1. **Transfer and Sub-Contracting**
		1. The Contractor shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
		2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
		3. Where the Employer has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Employer, be sent by the Contractor to the Employer as soon as reasonably practicable.
		4. Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.
	2. **Waiver**
		1. The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
		2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 1.6 (Notices).
		3. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.
	3. **Variation**
		1. Subject to the provisions of this Clause 6.3, the Employer may request a variation to the Works ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".
		2. The Employer may request a Variation to the Contractor giving sufficient information for the Contractor to assess the extent of the Variation and any additional cost that may be incurred. The Contractor shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
		3. In the event that the Contractor is unable to provide the Variation to the Works or where the Parties are unable to agree a change to the Contract Price, the Employer may:-
			1. agree to continue to perform their obligations under the Contract without the Variation; or
			2. terminate the Contract with immediate effect, except where the Contractor has already delivered part or all of the Order in accordance with the Works Order Form or where the Contractor can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 9.2.
		4. If the Parties agree the Variation and any variation in the Contract Price, the Contractor shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.
	4. **Severability**
		1. If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
		2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Employer and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.
	5. **Remedies in the event of inadequate performance**
		1. Where a complaint is received about the standard of Works or about the manner in which any Works have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Employer shall take all reasonable steps to investigate the complaint. The Employer may, in its sole discretion, uphold the complaint, or take further action in accordance with Clause 8.2 (Termination on Default) of the Contract.
		2. In the event that the Employer is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Employer may, without prejudice to its rights under Clause 8.2 (Termination on Default), do any of the following:-
			1. without terminating the Contract, itself supply or procure the supply of all or part of the Works until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Employer that the Contractor will once more be able to supply all or such part of the Works in accordance with the Contract;
			2. without terminating the whole of the Contract, terminate the Contract in respect of part of the Works only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Works;
			3. terminate, in accordance with Clause 8.2 (Termination on Default), the whole of the Contract; and/or
			4. charge the Contractor for and the Contractor shall pay any costs reasonably incurred by the Employer (including any reasonable administration costs) in respect of the supply of any part of the Works by the Employer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Works and provided that the Employer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Works.
		3. If the Contractor fails to supply any of the Works in accordance with the provisions of the Contract and such failure is capable of remedy, then the Employer shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten 10 Working Days of the Employer's instructions or such other period of time as the Employer may direct.
		4. In the event that the Contractor:-
			1. fails to comply with Clause 6.5.3 above and the failure is materially adverse to the interests of the Employer or prevents the Employer from discharging a statutory duty; or
			2. persistently fails to comply with Clause 6.5.3 above;

the Employer may terminate the Contract with immediate effect by giving the Contractor notice in writing.

* 1. **Cumulative Remedies**

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

* 1. **Monitoring of Contract Performance**

The Contractor shall comply with the monitoring arrangements set out in the Works Order Form including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

* 1. **Extension of Initial Contract Period**

Subject to satisfactory performance of its obligations under the Contract by the Contractor during the Initial Contract Period, the Employer may, by giving written notice to the Contractor prior to the last day of the Initial Contract Period, extend the Contract for any further period specified in the Works Order Form. The provisions of the Contract will apply throughout any such extended period.

1. **LIABILITIES**
	1. **Liability, Indemnity and Insurance**[[7]](#footnote-7)
		1. Nothing in the Contract shall be construed to limit or exclude either Party's liability for:-
			1. death or personal injury caused by its negligence;
			2. Fraud or fraudulent misrepresentation;
			3. any claim under Clause 7.3; or
		2. Subject to Clause 7.1.2 and Clause 7.1.3 the Contractor shall indemnify and keep indemnified the Employer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Works or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the work site, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Employer or by breach by the Employer of its obligations under the Contract.
		3. Subject to Clause 7.1.1, in no event shall either Party be liable to the other for any:-
			1. loss of profits;
			2. loss of business;
			3. loss of revenue;
			4. loss of or damage to goodwill;
			5. loss of savings (whether anticipated or otherwise); and/or
			6. any indirect or consequential loss or damage.
		4. The Employer may, amongst other things, recover as a direct loss:-
			1. any additional operational and/or administrative expenses arising from the Contractor's Default;
			2. any wasted expenditure or charges rendered unnecessary and/or incurred by the Employer arising from the Contractor's Default; and
			3. the additional cost of procuring replacement works for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Contractor.
		5. Nothing in the Contract shall impose any liability on the Employer in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of the Employer to the Contractor that may arise by virtue of either a breach of the Contract or by negligence on the part of the Employer, or the Employer's employees, servants or agents.
		6. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period.
		7. The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
		8. The Contractor shall give the Employer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
		9. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Employer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
	2. **Professional Indemnity**

The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Works do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Works has a limit of indemnity of not less than Rs 1million for each individual claim or such higher limit as the Employer may reasonably require (and as required by law) from time to time.

* 1. **Taxation, National Pension Fund and Employment Liability**

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Works and not a contract of employment. The Contractor shall at all times indemnify the Employer and keep the Employer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Employer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to Mauritius Revenue Authority as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

* 1. **Warranties and Representations**
		1. The Contractor warrants and represents that:-
			1. it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
			2. the Contract is executed by a duly authorised representative of the Contractor;
			3. in entering the Contract it has not committed any Fraud;
			4. as at the Commencement Date, all information, statements and representations contained in the Bid and the responses in bidding for the Works are true, accurate and not misleading save as may have been specifically disclosed in writing to the Employer prior to execution of the Contract and it will advise the Employer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
			5. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
			6. it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
			7. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
			8. the Works shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
			9. in the three (3) years prior to the date of the Contract:
				1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it; and
				2. it has been in full compliance with all applicable securities and tax laws and regulations; and
			10. it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Contract.
1. **DEFAULT, DISRUPTION AND TERMINATION**
	1. **Termination on insolvency and change of control**
		1. The Employer may terminate the Contract with immediate effect by giving notice in writing where the Contractor is bankrupt or otherwise insolvent.
		2. The Employer may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:-
			1. a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days; or
			2. he dies or is adjudged incapable of managing his affairs; or
			3. the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
		3. The Contractor shall notify the Employer immediately if the Contractor undergoes a change of control. The Employer may terminate the Contract by notice in writing with immediate effect within six months of:-
			1. being notified that a Change of Control has occurred; or
			2. where no notification has been made, the date that the Employer becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

* 1. **Termination on Default**
		1. The Employer may terminate the Contract by giving written notice to the Contractor with immediate effect if the Contractor commits a Default and if:-
			1. the Contractor has not remedied the Default to the satisfaction of the Employer within ten (10) Working Days, or such other period as may be specified by the Employer, after issue of a written notice specifying the Default and requesting it to be remedied; or
			2. the Default is not, in the opinion of the Employer, capable of remedy; or
			3. the Default is a material breach of the Contract.
		2. If the Employer fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Employer in writing of such failure to pay. If the Employer fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Employer exercising its rights under Clause 3.3 (Recovery of Sums Due).
	2. **Termination for Convenience**

The Employer shall have the right to terminate the Contract at any time by giving one months' written notice to the Contractor.

* 1. **Framework Agreement**

The Employer may terminate the Contract by giving written notice to the Contractor with immediate effect if the Framework Agreement is terminated for any reason whatsoever.

* 1. **Consequences of Expiry or Termination**
		1. Where the Employer terminates the Contract under Clause 8.2 (Termination on Default) and then makes other arrangements for the supply of Works, the Employer may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Employer throughout the remainder of the Contract Period. The Employer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 8.2 (Termination on Default), no further payments shall be payable by the Employer to the Contractor until the Employer has established the final cost of making those other arrangements.
		2. Subject to Clause 7, where the Employer terminates the Contract under Clause 8.3 (Termination for Convenience), the Employer shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under Clause 8.3 (Termination for Convenience).
		3. The Employer shall not be liable under Clause 8.5.2 to pay any sum which:-
			1. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
			2. when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Contract Period.
		4. Save as otherwise expressly provided in the Contract:-
			1. termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
			2. termination of the Contract shall not affect the continuing rights, remedies or obligations of the Employer or the Contractor under Clauses 3.2 (Payment and VAT), 3.3 (Recovery of Sums Due), 4.1 (Prevention of Corruption), 5.1 (Confidential Information), 5.4 (Intellectual Property Rights), 5.3 (Records and Audit Access), 6.6 (Cumulative Remedies), 7.1 (Liability, Indemnity and Insurance), 7.2 (Professional Indemnity), 8.5 (Consequences of Expiry or Termination), 8.7 (Recovery upon Termination) and 9.1 (Governing Law and Jurisdiction).
	2. **Disruption**
		1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Employer, its employees or any other contractor employed by the Employer.
		2. The Contractor shall immediately inform the Employer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
		3. In the event of industrial action by the Staff, the Contractor shall seek the Employer's Approval to its proposals for the continuance of the supply of the Works in accordance with its obligations under the Contract.
		4. If the Contractor's proposals referred to in Clause 8.6.3 are considered insufficient or unacceptable by the Employer acting reasonably then the Contract may be terminated with immediate effect by the Employer by notice in writing.
	3. **Recovery upon Termination**

 8.7.1 On the termination of the Contract for any reason, the Contractor shall:

 (a) immediately return to the Employer all Confidential Information, in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Works;

 (b) immediately deliver to the Employer all Property (including materials, documents, information and access keys) provided to the Contractor under clause 2.2. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

 (c) assist and co-operate with the Employer to ensure an orderly transition of the provision of the Works to the Replacement Contractor and/or the completion of any work in progress.

 (d) promptly provide all information concerning the provision of the Works which may reasonably be requested by the Employer for the purposes of adequately understanding the manner in which the Works have been provided or for the purpose of allowing the Employer or the Replacement Contractor to conduct due diligence.

8.7.2 If the Contractor fails to comply with clause 8.7.1 (a) and (b), the Client may recover possession thereof and the Contractor grants a licence to the Client or its appointed agents to enter (for the purposes of such recovery) any work site of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.

8.7.3 Where the end of the Contract Period arises due to the Contractor’s Default, the Contractor shall provide all assistance under clause 8.7.1 (c) and (d) free of charge. Otherwise, the Employer shall pay the Contractor’s reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

* 1. **Force Majeure**
		1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.
		2. Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

If either Party becomes aware of a Force Majeure event or occurrence which gives rise to, or is likely to give rise to, any such failure or delay on its part as described in Clause 8.8.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

1. **DISPUTES AND LAW**
	1. **Governing Law and Jurisdiction**

The Contract shall be governed by and interpreted in accordance with the Laws of Mauritius and the Parties submit to the exclusive jurisdiction of the Mauritian courts and agree that the Contract is to be governed exclusively by and construed under the Laws of Mauritius.

* 1. **Dispute Resolution**
		1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
		2. Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

PARTICULAR CONDITIONS OF APPLICATION

1. **Scope of Work**
2. Stringing of ADSS optical fibre cable
3. Laying of undergrounf optical fibre cable
4. Splicing of optical fibre (single mode/multi mode)
5. Testing of optical fibre (single mode/multi mode)
6. Preventive maintenance on optical fibre network infrastructure
7. Troubleshooting and rectifying high loss points in an optical fibre link

(ii) The Contractor undertakes to execute the works as enumerated above in connection with the splicing, testing and installation of optical fibre cable.

1. **Contractor’s duty**
	* 1. The Contractor agrees being fully aware of all the type of works to be carried out in accordance with the Employer’s instructions and the specifications contained in this contract which will be updated from time to time.
		2. The Contractor also undertakes to complete each part of the works in the time prescribed as may, from time to time, be agreed with the Employer.
		3. The Contractor is aware that non-performance in quality, timely completion and compliance with technical norms are grounds for remedial measures by the Employer as provided for in the General Conditions of Contract.
		4. The Contractor hereby declares that it shall comply fully with all the safety requirements as per the relevant legislations, the safety instructions of the Employer and shall not commit any such action or omission that goes against the arrangements that have been put in place to ensure that works are carried out for the safety of the personnel, third party and properties.
		5. The Contract is aware that any shortcoming on his part in respect of safety measures is liable to sanctions from relevant authorities and the Employer whether or not such shortcoming has resulted in any material or bodily damage.

1. **Work Site Organisation**
	1. Safety

No work shall be undertaken by the Contractor in the network unless confirmation is obtained that the said network has been made dead and safe to work upon. The confirmation in the form of a certificate, shall be issued by the Employer’s representative only to the Contractor’s representative who has been found to be competent by the Employer.

* 1. Cleanliness

 The Contractor shall ensure that the working site is left clean/in its original condition after each day’s work.

* 1. Inspection

 The Employer’s Communications Staff shall be responsible for the layout of the proposed network and the issue of relevant certificates to allow payment to be effected.

 The workers shall be grouped in teams including a team leader who shall be in charge of the workers. The team leader shall be responsible towards the Employer’s representative for the work entrusted to his team.

* 1. Equipment

 The Contractor should possess the appropriate tools and equipment for the execution of the work. Lifting and pulling equipment should have valid certificates as per Labour Act 1975, Occupational Health and Safety Act 2005.

1. **Defect liability Period**

The Contractor shall be bound by a twelve months defect liability period from the date of issue of completion certificate and shall make good any defect during that period at its own cost and within such reasonable time as required by the Employer.

1. **Contractor’s liability**

It is hereby expressedly agreed that the contractor shall be responsible for:

* + 1. any damage of whatever nature which might arise from the moment the Contractor take possession of the work site until such time when the works having been performed and completed and the Employer acknowledges, in writing, that they have been performed and completed to his satisfaction,
		2. any damage which might arise while the works are under his care and control, and
		3. damages to poles and all other materials under his care and control.

1. **Order to start work**
	1. Except under cyclone conditions and other emergency conditions, no work may be commenced until the Contractor is in possession of an official order covering the work to be carried out.
	2. The Contractor shall not commence work outside normal working hours and which would require payment based on overtime rates, without prior approval of the Employer or his appropriate officers.
2. **Price Adjustment**

The pre-determined rates shall remain firm and fixed until the contract period.

1. **Contractor’s Staff**

(a) The contractor shall for the execution of the works employ the key personnel as proposed in its submission for selection to form part of the Framework Agreement. These personnel shall undergo an assessment by the Employer at the start of the Framework Agreement to ensure that they are competent to assume the responsibilties of the key positions in the organisation, management and execution of the works to be entrusted to the contractor.

(b) The Contractor shall employ, as site agents, only persons found competent by the Employer and to whom an appropriate certificate shall have been issued.

(c) Furthermore, the Contractor shall ensure that works executed comply with the standard of the Employer and are fully in accordance to the specifications and drawings provided. To ensure quality in this respect it has to make good use of its qualified tradesmen and endeavour to have them re-trained at the training school of the Employer against payment of a fee, when so required.

1. **Labour Clause**

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

(i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;

 (ii) by arbitration awards; or

(iii) by Remuneration Regulations made under the Employment Relation Act 2008.

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

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

(a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

(c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

14.3 Where the Chief Executive Officer of the Public Body administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 17.2, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

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

1. **Working Hours**

 The hours of work shall be as follows:

* 1. Normal Working Hours

Weekdays : Between 07h00 to 16h00

Saturdays : Between 07h00 to 12h00

* 1. Outside Normal Working Hours

Weekdays : Between 16h00 and 07h00 in the following morning

Saturdays : After 12h00

Sundays & Public Holidays : Any Time

1. **Registration of Employers**

The Contractor shall register himself with the Ministry of Social Security and National Solidarity as stipulated in Section 17 of the National Pensions Act and Regulation 3 of the National Pensions (Registration of Employers) Regulation 1977.

1. **Quality Control**

(a) The Employer’s staff will act as Quality Controller and will inspect the works as to its compliance with standards, workmanship and conformity with agreed instructions. However, this will not preclude any claim against the Contractor for failure to comply with the prevailing norms and other directives of the Employer.

(b) The performance of the Contractor as assessed through supervision and quality control shall serve as part evidence in the Employer’s assessment for a review of the reclassification of the Contractor with regard to its technical capacity to execute works.

1. **Contractor’s Report**

The Contractor shall submit a monthly report on the status/progress of all works allocated. The report, which shall be in a format that shall be prescribed by the Employer, shall reach the Transmission and Distribution Manager within 4 days after the end of each month.

1. **Payment**

a) Contractors should submit their claims within 21 days after the completion of the relevant works. Failure to do so may lead the Employer to reduce the volume of works to be allocated to the Contractor.

b) The Employer will effect, within 21 days, payments for work actually completed to his satisfaction upon the receipt of the appropriate claim from the Contractor, which claim should be signed by both parties. Only fully completed parts of the works will be paid by the Employer, No payment shall be effected for work partially completed. All payments will be based on the Pre-dertmined Schedule of Rates.

1. Before the submission of the final claim for an allocated work, the materials issued and used shall be worked out. The Contractor shall be in full custody of any surplus materials until they are returned to the Employer’s Stores or District Depot. In case of loss or damage, the cost of the loss materials or the cost of replacement or repair and any other associated costs, shall be fully borne by the Contractor. A Material Control Form, in a format that shall be prescribed by the Employer, shall be used.
2. All claims for supply of materials shall be submitted by the Contractor separately and shall include the date and time the work was started and completed as follows:
* Supply of materials with supporting vouchers and/or document.
* Work performed during normal working hours.
* Work performed outside normal working hours.

SCHEDULE 6

MIS

SCHEDULE 7

SENSITIVE INFORMATION

SCHEDULE 8

FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. **Introduction**

1.1 The CEB may propose a variation to the Framework Agreement where the variation does not amount to a material change in the Framework Agreement or the Services.

1. **Procedure for proposing a Variation**
	1. Except where paragraph 5 applies, the CEB may propose a variation using the procedure contained in this paragraph 2.
	2. In order to propose a variation, the CEB shall serve each Services Framework Provider with written notice of the proposal to vary the Framework Agreement ("Notice of Variation").
	3. The Notice of Variation shall:-
		1. contain details of the proposed variation providing sufficient information to allow each Services Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Schedules are necessary; and
		2. require each Services Framework Provider to notify the CEB within [14 ] days of any proposed changes to the prices set out in its Pricing Schedule.
	4. Upon receipt of the Notice of Variation, each Services Framework Provider has [14] days to respond in writing with any objections to the variation.
	5. Where the CEB does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the CEB may then serve each Services Framework Provider with a written agreement detailing the variation to be signed and returned by each Services Framework Provider within [14 ] days of receipt.
	6. Upon receipt of a signed agreement from each Services Framework Provider, the CEB shall notify all Services Framework Providers in writing of the commencement date of the variation.
2. **Objections to a Variation**
	1. In the event that the CEB receives one or more written objections to a variation, the CEB may:-
		1. withdraw the proposed variation; or
		2. propose an amendment to the variation.
3. **Changes to the Pricing Schedules**
	1. Where a Services Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Schedules, the CEB may require further evidence from the Services Framework Provider that any additional costs to the Services Framework Provider will be kept to a minimum.
	2. The CEB may require the Services Framework Provider to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation.
	3. Where a change to a Services Framework Provider's Pricing Schedule is agreed by the CEB, the latter shall notify its acceptance of the change to the Services Framework Provider in writing.
	4. In the event that the CEB and the Services Framework Provider cannot agree to the changes to the Pricing Schedule, the Authority may:-
		1. withdraw the variation; or
		2. propose an amendment to the variation
4. **Variations which are not permitted**
	1. In addition to the provisions contained in paragraph 1.1, the Authority may not propose any variation which:-
		1. may prevent one or more of the Services Framework Providers from performing its obligations under the Framework Agreement; or
		2. is in contravention of any Law.

Sample Form of Performance Security

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 company* ..................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 earlier than sixty 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/Insurance company and***

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

Checklist for online submission of forms/documents

|  |  |  |
| --- | --- | --- |
| No. | Details | Remarks |
| 1 | Letter of Proposal |  |
| 2 | Predetermined Schedule of Rates |  |
| 3 | Form PER – 1: Proposed Personnel |  |
| 4 | Form for Plant and Equipment  |  |
| 5 | FORM ELI 1.1 - Bidder Information Sheet  |  |
| 6 | Form EXP – 2.4.2 Specific Experience |  |
| 7 | Historical Financial Situation Form |  |
| 8 | Form FIN 3.3 – Financial Resources  |  |
| 9 | CON-2 History of Non-Performing Performance Contracts |  |
| 10 | Annex 1 |  |
| 11 | Documents required as per Section 1 ITC Clause 3 (b), (c), (d), (e), (f) and (g) |  |
| 12 | Readily available contact person’s name and phone number as stipulated in Section III Clause 5.3 |  |
| 12 | Other appropriate documents |  |

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)
7. r party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Employer’s staff and employees of other organizations tak [↑](#footnote-ref-7)