



**ROAD DEVELOPMENT AUTHORITY**

**REPUBLIC OF MAURITIUS**

Procurement Reference No: E/W/RDA/26/01-2021

**INVITATION TO PARTICIPATE IN  
FRAMEWORK AGREEMENT**

**FOR**

**UPKEEPING AND ASSOCIATED MINOR ROUTINE  
WORKS ALONG CLASSIFIED ROADS**

**OCTOBER 2021**



## **Road Development Authority**

### **Invitation to Participate in Framework Agreement for Minor Works (authorised under section 29A of the Public Procurement Act)**

The Road Development Authority (RDA) is inviting, through the e-Procurement System (e-PS), potential eligible and qualified contractors and SMEs under an open national bidding procurement to participate in a Framework Agreement for a period of one year for the following works along its roads across Mauritius as more fully defined in the Invitation to Participate in Framework Agreement Bidding document (IFA).

1. The works generally are on main roads only but may also be undertaken on other public roads and within yards and premises of public properties.
2. Works will be allocated per zone namely:  
  

<b>Zone North</b>	:	Districts of Pamplemousses, Rivière du Rempart
<b>Zone South</b>	:	Districts of Grand Port & Savanne
<b>Zone East</b>	:	Districts of Moka & Flacq
<b>Zone Central</b>	:	District of Plaine Wilhems
<b>Zone West</b>	:	Districts of Black River & Port Louis
3. Contractors may quote for one or more zones but will be awarded for a maximum of two zones.
4. Works will be allocated as and when required to the Contractor based on lowest price in a Zone in accordance with the shortlisted Contractors' quoted rates for that Zone.
5. Any resulting contract shall be subject to the terms and conditions referred to in the IFA plus to any conditions in specific Call-offs.
6. The RDA shall first proceed with a selection of a maximum of three qualified contractors per Zone based on competitive rates as per the methodology mentioned in the IFA.

7. In case no rates have been quoted for a given Zone, RDA reserves the right to select the best quote from any other adjacent Zone subject to prior acceptance by the selected bidder for that Zone. Bidders shall submit their best proposal on the e-PS no later than the date and time mentioned in the Key Activity Schedule.

A prospective bidder requiring any clarification of the Bidding Documents shall contact the RDA using the online clarifications feature available in the e-Procurement System.

Interested bidders may download a set of the IFB document free of charge from the e-Procurement system website: [eproc.publicprocurement.govmu.org](http://eproc.publicprocurement.govmu.org)

## **Table of Contents**

<b>Section I – Invitation to Participate in Framework Agreement Bidding document (IFA).....</b>	<b>4</b>
<b>Section II – Letter of Bid and Schedules .....</b>	<b>13</b>
<b>Section III – Statement of Requirements .....</b>	<b>29</b>
<b>Section IV – Framework Agreement.....</b>	<b>40</b>
<b>Sample Forms .....</b>	<b>56</b>

## *Section I*

### **Invitation to Participate in Framework Agreement Bidding document (IFA)**

#### **1. Scope of Framework Agreement**

- 1.1 The Road Development Authority (RDA) is inviting eligible and qualified contractors and SMEs through an Open National Bidding (restricted to contractors incorporated in Mauritius only) to apply for participation in a framework agreement for minor works across Mauritius for an initial period of one year and based on satisfactory performance, as more fully described in Section III, Statements of Requirements.
- 1.2 The RDA will establish and manage the Framework Agreement on terms and conditions indicated in the model provided in Section IV, Framework Agreement.
- 1.3 The Framework Agreement shall be a “closed Framework Agreement without second-stage competition”. It means that it is a Framework Agreement where the terms and conditions of the procurement are set out at the time the agreement is entered into.
- 1.4 Work Orders of value not exceeding **Rs 1,500,000/-** will be allocated as and when required, to a Contractor based on the lowest price in a Zone in accordance to the pre-selected Contractor’s quoted rates in the Schedule of rates for that particular Zone.
- 1.5 The total value of Works to be carried out under the Framework Agreement over a **one-year period** is estimated to be **MUR 80 Million**.
- 1.6 Any call for invitation for works under the framework agreement is also referred as ‘call-off’. The selected contractor following a call-off shall be liable individually for the respective contract issued under each call-off.
- 1.7 Bidders are allowed to bid for one or more zones; however, a Bidder will be awarded for a maximum of two zones only.
- 1.8 Where a contractor is selected under the Framework Agreement, no new works contract will be awarded to that Contractor under the framework agreement where the progress is behind schedule in more than **three** works already allocated.
- 1.9 Selected Contractors may be required to undertake works **outside normal office hours (i.e., after 4.00 p.m.) including in the evenings, on weekends (including Saturdays & Sundays), on public holidays and, as and when required by the RDA**.
- 1.10 Should the need arise; the RDA may have recourse to selected contractors under its current framework agreement for maintenance and minor works 2020-2023.
- 1.11 The selection of a Contractor to the framework does not constitute a **commitment** or **guarantee by** RDA to procure any services from the selected Contractors.

## 2. Eligibility Criteria

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

- (i.) Possess a valid CIDB registration (minimum Grade H Contractor) in Civil Engineering Works or be qualified as SMEs;
- (ii.) Have the legal capacity to enter into a contract to execute the works;
- (iii.) Not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (iv.) Not have had your business activities suspended;
- (v.) Not have a conflict of interest in relation to this procurement requirement;
- (vi.) Have a valid Business Registration Card; and
- (vii.) Not be part of the Suspended/Debarred/Disqualified list of firms as defined under the provisions of the Public Procurement (Suspension and Debarment) Regulations 2008 and Public Procurement (Disqualification) Regulations 2009.

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

## 3. Preparation of Proposals

The bid shall comprise the following:

- (a) duly filled Letter of Bid and annexed Bid Securing Declaration on the e-PS;
- (b) duly filled Schedule of Rates on the e-PS. All rates in the schedule for the quoted Zone shall be filled;
- (c) Bidders shall submit the C.V of supervisors/foreman who will be responsible for the monitoring and liaison with employer's representative.
- (d) List of similar works undertaken for the **last two (2) years** demonstrating the experience in works of similar nature including references of good performance from previous employers.
- (e) List of essential equipment with written proof of availability (either owned or hired) if awarded a call-off contract;
- (f) An uploaded written undertaking from an insurance company or correspondent insurance company registered locally, that the contractor will be insured for Contractor's All Risks for at least **Rs 500,000** for any one claim and adequately covered for all risks which may be incurred by the Contractor under any call-off contract including death or personal injury, or loss of or damage to property, if selected for the framework agreement; and
- (g) Bidders, if selected, shall comply with the statement of requirements of the public body and execute the works as per good standard practice in the industry.
- (h) The bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means to meet the minimum cash-flow requirement of **Rs 2,000,000** per zone.

With respect to specific cash flow requirement, the bidder should submit documentary evidence mentioning the name of the project and its procurement reference no., where applicable. Documentary evidence may comprise but not limited to:

- (i.) Financial statements of the best performing three (3) years out of the last five (5) years; or
  - (ii.) Bank Certificate; or
  - (iii.) Certificate from auditors; or
  - (iv.) Certificate from a Professional Registered Accountant from a duly recognised institution.
- (i) The bidder shall not have any historical contract non-performance for the last five (5) years.
  - (j) The bidder shall demonstrate having an annual turnover of not less than **Rs 5,000,000** for the last five (5) years.

#### **4. Bid Validity**

The bid validity period shall be **90 days** from the deadline for submission of bids i.e. up to **12 February 2022**.

#### **5. Clarifications**

Prospective bidders requiring any clarification of the Framework Documents shall contact the RDA using the online clarifications feature available in the e-Procurement System. The Public body shall respond online through the e-Procurement System to any request for clarification, provided that such request is received no later than 14 days, prior to the deadline set for the submission of bids. The Public body shall respond to such request on the e-PS at latest 7 days prior to the deadline for submission of proposals. Should the clarification result in changes to the essential elements of the Framework Documents, the Public body shall amend the documents.

Moreover, the Contractor's designated representative is invited to attend a Pre-Bid Meeting followed by a Site Visit that shall take place as follows:

**Date : Thursday, 21 October 2021**

**Time : 13.30 hrs**

**Place : Road Development Authority – Head Office, 6<sup>th</sup> Floor Blue Tower,  
Rue de L'Institut, Ebène**

Minutes of the clarification meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly through e-Procurement System to all Contractors.

Non-attendance at the clarification meeting will not be a cause for disqualification of a Contractor.

## **6. Prices and Currency of Payment**

Prices quoted by Contractors in the Schedule of Rates and during any call-off shall be fixed in Mauritian Rupees and should cover all costs of labour, materials, equipment, duties, overheads, profits and all associated costs for performing the works. The cost of any incidental works shall be deemed to be included in the prices quoted.

## **7. Bid Securing Declaration**

Bidders are required to subscribe to a Bid Securing Declaration attached to the Letter of Bid for this procurement process.

## **8. Submission of Bids**

Proposals must be submitted online on the e-PS by the date and time mentioned in the Key Activity Schedule on the e-PS. **Proposals submitted manually will not be accepted.**

Any proposal submitted after the bid submission deadline will automatically be rejected by the e-Procurement System.

### **Decryption and Re-encryption of bids**

Contractors shall decrypt and re-encrypt their bids within the time schedule provided in the Key Activity Schedule on the e-PS to enable opening of their bids. The time lock feature in the system will not allow contractors to decrypt and encrypt their bids outside the specified time frame.

Where the contractor does not execute the decryption and re-encryption of its bid within the time frame provided in the Key Activity Schedule, the bid shall not be accessible for opening. In such cases the bid shall be deemed to have been withdrawn by the bidder.

## **9. Submission and Opening of bids**

The RDA shall conduct the bid opening on line at the date and time specified in the Key Activity Schedule on the e-PS and place mentioned below, in the presence of bidders or their representatives who choose to attend. The online opening shall allow bidders to view the status of bids received online, name of Contractors, prices as appearing in the Letter of Bid and Comparison Statements.

**Road Development Authority  
Level 8, Blue Tower,  
Rue de L’Institut, Ebène**



## 10. Bid Evaluation

### 10.1 Clarification

The RDA may, at its discretion, ask any bidder for clarification during evaluation. The RDA shall use the criteria hereunder to evaluate and select Contractors to form part of the Framework agreement:

### 10.2 Qualification requirements

As per clause 2 and 3.

### 10.3 Technical requirements

- a) The Contractor shall show proof of having access (either owned or hired to the following equipment which would
- b) be required for the Contract:
  - (i.) One Lorry or one 4x4 vehicle.
  - (ii.) One skid steer Loader with cleaning accessories.
  - (iii.) One backhoe Loader.
- c) Any other requirements as per **Clause 2** and **Clause 3**.

### 10.4 Financial proposal

1. For evaluation purposes, so as to select contractors per zone, as far as possible, a marking system will be used to rank the bidders. Both schedules of rates and BOQ amount quoted for each zone shall be used for evaluation purposes. The bidder having submitted the lowest amount for each zone will obtain the maximum marks. The other bidders will be allocated marks on a pro-rata basis. The rate given in the Schedule of Rates in figures will be taken as the correct rate in case a discrepancy is noted between the rates in the Schedule of Rates and the Bill of Quantities.
2. For each zone, the bidders will be ranked in term of the highest **total** mark obtained. A maximum of **two** Zones as far as possible will be awarded to the successful bidders following the best yield exercise as described below.
3. The Contractors will be ranked per Zone.
4. The lowest evaluated bid for each zone will be allocated 100 marks. The second lowest evaluated bid for each zone will be allocated a mark calculated as follows: -

$$[\text{Lowest Bid} / 2^{\text{nd}} \text{ Lowest Bid}] \times 100$$

5. The awards will be made to responsive bidders having qualified as stated above and with the highest marks in that zone provided the bidder is awarded for TWO ZONES only.

**Principle of Allocation of zones for substantially responsive bids**  
**(First Highest marked contractor)**

**Step 1**

The three highest marked contractors having scored in each zone will be allocated that zone provided they have not been selected for more than two zones.

**Step 2**

In case the same contractor has highest mark in more than two zones then the contractor will be allocated the zones where the difference between its marks and that of the second is the biggest. This contractor will not be considered for award of further zones after having been selected for two zones.

**Step 3**

Step 2 is repeated to allocate the next zone to the highest marked contractor for the subsequent zones (omitting the selected contractors which have already been awarded 2 zones).

**Step 4**

Step 2 and Step 3 are repeated until all zones are assigned one contractor.

**Principle of Allocation of zone for substantially responsive bids**  
**(Second Highest marked contractor)**

**Step 1**

After having selected the First highest marked contractor, the second highest marked contractors having scored in each zone will be also be allocated that zone provided they have not been selected for more than two zones.

**Step 2**

In case the same second highest marked contractor has highest mark in more than two zones then the contractor will be allocated the zones where the difference between its marks and that of the Third is the biggest. This contractor will not be considered for award of further zones after having been selected for two zones.

**Step 3**

Step 2 is repeated to allocate the next zone to the second highest marked contractor for the subsequent zones (omitting the selected contractors which have already been awarded 2 zones)

**Step 4**

Step 2 and Step 3 are repeated until all zones are assigned one contractor (Second highest marked per zone)

**Principle of Allocation of zone for substantially responsive bids  
(Third Highest marked contractor)**

**Step 1**

After having selected the First and Second highest marked contractor, the Third highest marked contractors having scored in each zone will be also be allocated that zone provided they have not been selected for more than two zones.

**Step 2**

In case the same Third highest marked contractor has highest mark in more than two zones then the contractor will be allocated the zones where the difference between its marks and that of the Fourth is the biggest. This contractor will not be considered for award of further zones after having been selected for two zones.

**Step 3**

Step 2 is repeated to allocate the next zone to the Third highest marked contractor for the subsequent zones (omitting the selected contractors which have already been awarded 2 zones)

**Step 4**

Step 2 and Step 3 are repeated until all zones are assigned one contractor (Third highest marked per zone).

**11. Margin of Preference**

Margin of Preference shall not apply.

**12. Rights of the RDA**

The RDA 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.

**13. Selection of Contractors**

Subject to 12 above, RDA shall select at least two contractors upto a maximum of three contractors per Zone and whose proposals have been substantially responsive to Framework Agreement Documents for the Zone(s) they have determined to be qualified to perform the works satisfactorily.

**14. Selection of Contractors and Debriefing**

The RDA shall notify the selected bidders of their proposed selection for the framework agreement and accordingly notify unselected bidders. Subject to Challenge and Appeal as per Clause 18, the RDA shall thereafter inform the selected bidders by a Letter of Acceptance to form part of the Framework Agreement. Within seven days from the issue of Letter of Acceptance, the RDA shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and on its own website, the results of the selection

process, identifying the names of the selected bidders, as well as the duration and summary scope of the framework agreement; and an executive summary of the Evaluation Report.

Promptly upon notification, the RDA shall send the pre-selected bidder the Framework Agreement. Within fifteen (15) days of receipt of the Framework Agreement, the successful bidder shall sign, date, and return it to the RDA. Failure of the successful bidders(s) to sign the Framework Agreement shall constitute sufficient grounds for the annulment of the selection to subscribe to the framework agreement.

### **15. Performance Security**

Bidders selected to conclude the Framework Agreement shall submit a performance security for an amount of Rs 100,000 at the time of issuing of the first Works Order for each Zone.

### **16. Integrity Clause**

The Roads Development Authority 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.

### **17. Challenge and Appeal**

Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.

- (a) Challenges, if any, shall be addressed to:

**The General Manager  
Road Development Authority  
Level 8, Blue Tower,  
Rue de L’Institut,  
Ebène**

- (b) Application for Review, if any, shall be addressed to:

**The Chairman  
Independent Review Panel,  
5<sup>th</sup> Flor, Belmont House  
Intendance Street  
Port Louis  
Tel: 260 2288**

## **18. Debriefing**

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

## ***Section II***

### **Letter of Bid and Schedules**

#### **LETTER OF BID (TO BE FILLED ONLINE)**

**(to be completed by Bidders)**

***[Complete and sign this form with all the requested details and submit it with your proposal and all forms and documents requested. If your letter of bid is not signed, it will be rejected.]***

**SCHEDULE OF RATES (TO BE QUOTED FOR ONE OR MORE ZONES) (BIDDERS TO FILL AND UPLOAD ONLINE IN “MANDATORY DOCUMENTS” TEMPLATE)**

**Zone North**

Procurement Reference Number: E/W/RDA/26/01-2021

*[Complete the unit prices for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**WORKS ITEMS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE IN FIGURES</b>
101	Cleaning of guard-rails	m	
102	Cleaning of handrails	m	
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	
106	Clean covered drains(D500S)	m	
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	
108	Fixing of guard-rails (Supplied by Employer)	m	
109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 4.5m height	m	
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	
111	Herbiciding	m <sup>2</sup>	
112	Supply of unskilled labour for minor routine works	Hr	
113	Backhoe Loader	Hr	
114	Skid Steer Loader	Hr	
115	Compressor with tools	Hr	
116	Generator	Hr	

**SCHEDULE OF RATES (TO BE QUOTED FOR ONE OR MORE ZONES) (BIDDERS TO  
FILL AND UPLOAD ONLINE IN “MANDATORY DOCUMENTS” TEMPLATE)**

**Zone South**

Procurement Reference Number: E/W/RDA/26/01-2021

*[Complete the unit prices for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**WORKS ITEMS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE IN FIGURES</b>
101	Cleaning of guard-rails	m	
102	Cleaning of handrails	m	
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	
106	Clean covered drains(D500S)	m	
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	
108	Fixing of guard-rails (Supplied by Employer)	m	
109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 4.5m height	m	
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	
111	Herbiciding	m <sup>2</sup>	
112	Supply of unskilled labour for minor routine works	Hr	
113	Backhoe Loader	Hr	
114	Skid Steer Loader	Hr	
115	Compressor with tools	Hr	
116	Generator	Hr	



**SCHEDULE OF RATES (TO BE QUOTED FOR ONE OR MORE ZONES) (BIDDERS TO  
FILL AND UPLOAD ONLINE IN “MANDATORY DOCUMENTS” TEMPLATE)**

**Zone East**

Procurement Reference Number: E/W/RDA/26/01-2021

*[Complete the unit prices for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**WORKS ITEMS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE IN FIGURES</b>
101	Cleaning of guard-rails	m	
102	Cleaning of handrails	m	
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	
106	Clean covered drains(D500S)	m	
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	
108	Fixing of guard-rails (Supplied by Employer)	m	
109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 4.5m height	m	
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	
111	Herbiciding	m <sup>2</sup>	
112	Supply of unskilled labour for minor routine works	Hr	
113	Backhoe Loader	Hr	
114	Skid Steer Loader	Hr	
115	Compressor with tools	Hr	
116	Generator	Hr	

**SCHEDULE OF RATES (TO BE QUOTED FOR ONE OR MORE ZONES) (BIDDERS TO  
FILL AND UPLOAD ONLINE IN “MANDATORY DOCUMENTS” TEMPLATE)**

**Zone Central**

Procurement Reference Number: E/W/RDA/26/01-2021

*[Complete the unit prices for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**WORKS ITEMS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE IN FIGURES</b>
101	Cleaning of guard-rails	m	
102	Cleaning of handrails	m	
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	
106	Clean covered drains(D500S)	m	
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	
108	Fixing of guard-rails (Supplied by Employer)	m	
109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 4.5m height	m	
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	
111	Herbiciding	m <sup>2</sup>	
112	Supply of unskilled labour for minor routine works	Hr	
113	Backhoe Loader	Hr	
114	Skid Steer Loader	Hr	
115	Compressor with tools	Hr	
116	Generator	Hr	

**SCHEDULE OF RATES (TO BE QUOTED FOR ONE OR MORE ZONES) (BIDDERS TO  
FILL AND UPLOAD ONLINE IN “MANDATORY DOCUMENTS” TEMPLATE)**

**Zone West**

Procurement Reference Number: E/W/RDA/26/01-2021

*[Complete the unit prices for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**WORKS ITEMS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE IN FIGURES</b>
101	Cleaning of guard-rails	m	
102	Cleaning of handrails	m	
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	
106	Clean covered drains(D500S)	m	
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	
108	Fixing of guard-rails (Supplied by Employer)	m	
109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 4.5m height	m	
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	
111	Herbiciding	m <sup>2</sup>	
112	Supply of unskilled labour for minor routine works	Hr	
113	Backhoe Loader	Hr	
114	Skid Steer Loader	Hr	
115	Compressor with tools	Hr	
116	Generator	Hr	

**BILL OF QUANTITIES (TO BE QUOTED FOR ONE OR MORE ZONES)****Zone North**

Procurement Reference Number: E/W/RDA/04/07-2021

*[Complete the unit prices and amount in figures for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**THE TABLE BELOW GIVES AN INDICATION OF THE VOLUME OF WORKS TO BE CARRIED OUT PER ZONE.**

**PURPOSE OF THIS BOQ WILL BE USED TO SHORTLIST 3 LOWEST BIDDERS IN THE ZONE.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE(RS)	AMOUNT(RS)
101	Cleaning of guard-rails	m	2000		
102	Cleaning of handrails	m	1000		
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	10000		
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	1500		
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	975		
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	950		
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	800		
106	Clean covered drains(D500S)	m	4400		
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	500		
108	Fixing of guard-rails (Supplied by Employer)	m	1000		

109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 5m height	m	3000		
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	10000		
111	Herbiciding	m <sup>2</sup>	20000		
112	Supply of unskilled labour for minor routine works	Hr	4000		
113	Backhoe Loader	Hr	200		
114	Skid Steer Loader	Hr	400		
115	Compressor with tools	Hr	250		
116	Generator	Hr	250		
				<b>Total (Excl.VAT)</b>	
				<b>15% VAT</b>	
				<b>Total (Incl. VAT)</b>	

**BILL OF QUANTITIES (TO BE QUOTED FOR ONE OR MORE ZONES)****Zone South**

Procurement Reference Number: E/W/RDA/04/07-2021

*[Complete the unit prices and amount in figures for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**THE TABLE BELOW GIVES AN INDICATION OF THE VOLUME OF WORKS TO BE CARRIED OUT PER ZONE.**

**PURPOSE OF THIS BOQ WILL BE USED TO SHORTLIST 3 LOWEST BIDDERS IN THE ZONE.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE(RS)	AMOUNT(RS)
101	Cleaning of guard-rails	m	2000		
102	Cleaning of handrails	m	1000		
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	10000		
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	1500		
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	975		
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	950		
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	800		
106	Clean covered drains(D500S)	m	4400		
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	500		
108	Fixing of guard-rails (Supplied by Employer)	m	1000		

109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 5m height	m	3000		
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	10000		
111	Herbiciding	m <sup>2</sup>	20000		
112	Supply of unskilled labour for minor routine works	Hr	4000		
113	Backhoe Loader	Hr	200		
114	Skid Steer Loader	Hr	400		
115	Compressor with tools	Hr	250		
116	Generator	Hr	250		
				<b>Total (Excl.VAT)</b>	
				<b>15% VAT</b>	
				<b>Total (Incl. VAT)</b>	

**BILL OF QUANTITIES (TO BE QUOTED FOR ONE OR MORE ZONES)****Zone East**

Procurement Reference Number: E/W/RDA/04/07-2021

*[Complete the unit prices and amount in figures for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**THE TABLE BELOW GIVES AN INDICATION OF THE VOLUME OF WORKS TO BE CARRIED OUT PER ZONE.**

**PURPOSE OF THIS BOQ WILL BE USED TO SHORTLIST 3 LOWEST BIDDERS IN THE ZONE.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE(RS)	AMOUNT(RS)
101	Cleaning of guard-rails	m	2000		
102	Cleaning of handrails	m	1000		
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	10000		
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	1500		
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	975		
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	950		
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	800		
106	Clean covered drains(D500S)	m	4400		
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	500		
108	Fixing of guard-rails (Supplied by Employer)	m	1000		



109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 5m height	m	3000		
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	10000		
111	Herbiciding	m <sup>2</sup>	20000		
112	Supply of unskilled labour for minor routine works	Hr	4000		
113	Backhoe Loader	Hr	200		
114	Skid Steer Loader	Hr	400		
115	Compressor with tools	Hr	250		
116	Generator	Hr	250		
				<b>Total (Excl.VAT)</b>	
				<b>15% VAT</b>	
				<b>Total (Incl. VAT)</b>	

**BILL OF QUANTITIES (TO BE QUOTED FOR ONE OR MORE ZONES)****Zone Central**

Procurement Reference Number: E/W/RDA/04/07-2021

*[Complete the unit prices and amount in figures for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**THE TABLE BELOW GIVES AN INDICATION OF THE VOLUME OF WORKS TO BE CARRIED OUT PER ZONE.**

**PURPOSE OF THIS BOQ WILL BE USED TO SHORTLIST 3 LOWEST BIDDERS IN THE ZONE.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE(RS)	AMOUNT(RS)
101	Cleaning of guard-rails	m	2000		
102	Cleaning of handrails	m	1000		
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	10000		
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	1500		
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	975		
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	950		
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	800		
106	Clean covered drains(D500S)	m	4400		
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	500		
108	Fixing of guard-rails (Supplied by Employer)	m	1000		

109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 5m height	m	3000		
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	10000		
111	Herbiciding	m <sup>2</sup>	20000		
112	Supply of unskilled labour for minor routine works	Hr	4000		
113	Backhoe Loader	Hr	200		
114	Skid Steer Loader	Hr	400		
115	Compressor with tools	Hr	250		
116	Generator	Hr	250		
				<b>Total (Excl.VAT)</b>	
				<b>15% VAT</b>	
				<b>Total (Incl. VAT)</b>	

**BILL OF QUANTITIES (TO BE QUOTED FOR ONE OR MORE ZONES)****Zone West**

Procurement Reference Number: E/W/RDA/04/07-2021

*[Complete the unit prices and amount in figures for each item listed below. Authorise the prices quoted in the signature block below. All Prices to exclude VAT]*

**THE TABLE BELOW GIVES AN INDICATION OF THE VOLUME OF WORKS TO BE CARRIED OUT PER ZONE.**

**PURPOSE OF THIS BOQ WILL BE USED TO SHORTLIST 3 LOWEST BIDDERS IN THE ZONE.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE(RS)	AMOUNT(RS)
101	Cleaning of guard-rails	m	2000		
102	Cleaning of handrails	m	1000		
103	Lopping of branches any girth size (circumference) not exceeding 1 m	No	10000		
104A	Clean open lined drains (any shape and material) to depth not exceeding 0.5 m	m	1500		
104B	Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m	m	975		
105A	Clean open drains (earth drain) to depth not exceeding 0.5 m	m	950		
105B	Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m	m	800		
106	Clean covered drains(D500S)	m	4400		
107	Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)	No	500		
108	Fixing of guard-rails (Supplied by Employer)	m	1000		

109	Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 5m height	m	3000		
110	Cleaning of road edges and weepholes/outlets along drains and footpath	m	10000		
111	Herbiciding	m <sup>2</sup>	20000		
112	Supply of unskilled labour for minor routine works	Hr	4000		
113	Backhoe Loader	Hr	200		
114	Skid Steer Loader	Hr	400		
115	Compressor with tools	Hr	250		
116	Generator	Hr	250		
				<b>Total (Excl.VAT)</b>	
				<b>15% VAT</b>	
				<b>Total (Incl. VAT)</b>	

## ***Section III***

### **Statement of Requirements**

#### **1. Description of items**

The description of the items is as follows:

##### **ITEM 101**

##### **CLEANING OF GUARD-RAILS**

The price quoted for all items shall include: -

- Cleaning of guardrails (front side only- post, bolts and nuts, reflector) to produce a clean appearance and free from dirt, marks or stain.
- Cleaning with water of high-pressure jetting of adequate capacity and approved detergent.
- Avoiding damaging any properties/services.
- Provide safety measures for road users until work is completed
- Clearing and carting away of any waste generated during cleaning process.
- Cost of insurance, transport, labour, police assistance (if necessary) and equipment thereof
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 101** shall be the length in **LINEAR METRE** of guardrails cleaned.

##### **ITEM 102**

##### **CLEANING OF HANDRAILS**

The price quoted for all items shall include:-

- Cleaning of handrails (all sides) to produce a clean appearance and free from dirt, marks or stain
- Cleaning with water of high-pressure jetting of adequate capacity and approved detergent.
- Avoiding damaging any properties/services.
- Provide safety measures for road users until work is completed

- Clearing and carting away of any waste generated during cleaning process.
- Cost of insurance, transport, labour, police assistance (if necessary) and equipment thereof
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 102** shall be the length in **LINEAR METRE** of handrails cleaned.

**ITEM 103**

**LOPPING OF BRANCHES ANY GIRTH SIZE(CIRCUMFERENCE) NOT EXCEEDING 1m**

The price quoted for this item shall include:-

- Liaison with relevant Authorities where applicable for clearance for felling of branches (List of trees to be approved by the Engineer's representative);
- Felling of branches and clearing away felled branches to stockpile or spoil tips as directed by the Engineer or disposed of by burning in areas approved by the Engineer;
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 103** shall be the **NUMBER** of branches

**ITEM 104A**

**CLEAN OPEN LINED DRAINS (ANY SHAPE AND MATERIAL) TO DEPTH NOT EXCEEDING 0.5 m**

The price quoted for this item shall include:-

- Loosening, digging and removal of silted deposits and soils where appropriate;
- Carting away of removed materials;
- Provide safety measures for pedestrians until work is completed
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 104A** shall be the length in **LINEAR METRE** of open lined drains cleaned.

**ITEM 104B**

**CLEAN OPEN LINED DRAINS (ANY SHAPE AND MATERIAL) TO DEPTH EXCEEDING 0.5 m BUT NOT EXCEEDING 1 m**

The price quoted for this item shall include:-

- Loosening, digging and removal of silted deposits and soils where appropriate;
- Carting away of removed materials;
- Provide safety measures for pedestrians until work is completed
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 104B** shall be the length in **LINEAR METRE** of open lined drains cleaned.

**ITEM 105A**

**CLEAN OPEN DRAINS (EARTH DRAIN) TO DEPTH NOT EXCEEDING 0.5 m**

The price quoted for this item shall include:-

- Loosening, digging and removal of silted deposits up to 500 mm deep;
- Carting away of removed materials;
- Provision for police assistance, backhoe loader and tipper truck
- Provide safety measures for pedestrians until work is completed
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 105A** shall be the length in **LINEAR METRE** of open earth drains cleaned.



**ITEM 105B**

**CLEAN OPEN DRAINS (EARTH DRAIN) TO DEPTH EXCEEDING 0.5 m BUT NOT EXCEEDING 1 m**

The price quoted for this item shall include:-

- Loosening, digging and removal of silted deposits up to 1 m deep;
- Carting away of removed materials;
- Provision for police assistance, backhoe loader and tipper truck
- Provide safety measures for pedestrians until work is completed
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 105B** shall be the length in **LINEAR METRE** of open earth drains cleaned.

**ITEM 106**

**CLEAN COVERED DRAINS (D500S)**

The price quoted for this item shall include:-

- Removal of slabs over drains with care;
- Loosening and removal of silted deposits;
- Carting away of removed materials;
- Provide safety measures for pedestrians until work is completed
- Replacing and fixing of existing slabs over drain with care
- Any miscellaneous cost which may arise

The unit of measurement for **Item 106** shall be the length in **LINEAR METRE** of covered drains cleaned.

**ITEM 107**

**FIXING OF TRAFFIC SIGNS SIZE NOT EXCEEDING 900 mm (SUPPLIED BY EMPLOYER)**

The price quoted for this item shall include:-

- Take delivery of traffic signs and fittings from nearby RDA Sub-offices or another store of site to the location of works as directed by the Engineer.
- Removal of existing traffic signs (if applicable and return to nearby sub-offices);
- Fixing of traffic signs on existing posts as directed by Engineer's representative
- Cleaning of traffic signs
- Cleaning and painting of posts in aluminium paint (Paint to be supplied by Contractor)
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 107** shall be **NUMBER** of panel size fixed

**ITEM 108**

**FIXING OF GUARD-RAILS (SUPPLIED BY EMPLOYER)**

The price quoted for this item shall include:-

- Removal of existing damaged guard-rails (if applicable) and return of damaged/old guard-rails to nearest district sub-offices;
- Transport of the lengths of guardrails from Terre Rouge Sub-office or another store to the site of works including beginning and end of sections, piers heads, beam supports, spacers, blocking out pieces, all necessary fixing accessories and red reflecting studs or as needed to replace damaged guard-rails;
- Digging of foundations in any materials, including concrete; disposal of material
- Fixing of posts in concrete as per drawings; or as directed by Engineer
- Erection in straight or curved (any radius) lengths
- Fixing and adjusting in any material including structures (drilling or forming holes and pockets and casting in bolts, base plates and anchorage assemblies)
- Painting anti-rust on posts/base plates as directed by Engineer;
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 108** shall be the length in **LINEAR METRE** of guard-rails completed.

**ITEM 109**

**CLEARING OF ROAD EDGES FROM INVASIVE PLANTS (BAMBOOS, SUGARCANE PLANTS, “FATAKS” ETC) UP TO 2 m WIDE FROM ROAD EDGE/FOOTPATH AND UP TO 4.5 m HEIGHT**

The prices quoted for these items shall include:-

- Trimming & lopping invasive plants up to 2 m from road edge/footpath and height up to 4.5m using appropriate tools such as sickle, hedge shears etc.
- Carting away of the cut materials.
- Supply of necessary equipment and tools to cut in height (telescopic saw, etc).
- Liaison with private owners, other authorities prior to start of the works.
- Any police assistance.
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 109** shall be the length in **LINEAR METRE**

**ITEM 110**

**CLEANING OF ROAD EDGES/WEEPHOLES/OUTLETS (BOTH SIDES OF THE ROAD) ALONG DRAINS AND FOOTPATH**

The prices quoted for these items shall include:-

- Provide all necessary plants and equipment.
- Loosening, digging and removal of silted deposits, weeds and soils where appropriate along road edges, weepholes and outlets;
- Carting away of removed materials;
- Provide safety measures for pedestrians until work is completed
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 110** shall be the length in **LINEAR METRE**

**ITEM 111**

**HERBICIDING**

The prices quoted for these items shall include:-

- Take delivery of herbicides from RDA and spray as directed by Employer's representative.
- Supply of herbicide sprayer and other basic protective equipment such as gloves, google etc.
- Transportation of the herbicide in specially mounted vehicle to the site of works as directed by the Employer's representative.
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 111** shall be in **SQUARE METRE** of area sprayed with herbicide.

**ITEM 112**

**SUPPLY OF UNSKILLED LABOUR FOR MINOR ROUTINE WORKS**

The prices quoted for these items shall include:-

- Provision of basic tools such as garden hoe, shovel etc.
- Supply of basic protective equipment such as rubber boots, safety shoes, jackets, google etc.
- Transportation of the unskilled labour to the site of works as directed by the Employer's representative.
- Cost for insurance and other pension funds to comply with the law.
- Any miscellaneous cost which may arise.

The unit of measurement for **Item 112** shall be in **HOURS**.

**ITEM 113-116**

**BACKHOE LOADER/SKID STEER LOADER/COMPRESSOR WITH TOOLS/GENERATOR**

The prices quoted for these items shall include:-

- All operational and maintenance costs including fuel, oil, grease, spare parts, repairs, any extra costs of overtime and all superintendence, overheads and profit
- Shall also include for all travelling time and costs for the plant, operators, labour, etc., to and from and about the site as directed by the engineer's representative.
- Any miscellaneous cost arising.

The unit of measurement for **Items 113-116** shall be in **HOURS**.

## **2. Health and Safety**

### **Contractor's Safety and Health Guidelines**

#### **a. Introduction**

This part has been formulated for any contractor to carry out maintenance work, assigned by the Road Development Authority, in accordance with safety and health standards.

#### **b. Responsibility for Safety And Health**

Contractors must strictly adhere to all relevant Occupational Safety & Health laws and regulations. They are responsible to ensure that the sites of work under their control are safe & without risks to safety & health. Where there are multiple sub contractors working, it will be the responsibility of the Main contractor for overall safety & health. The main contractor and subcontractors are directly responsible for the safety of their own employees. They will also be responsible to take up extra duties towards other persons and vehicles passing on the roads where works are being undertaken.

Since most work will be required to be carried out in live traffic, especial traffic signs and other safety tools and equipment should be used to ensure for safety of both their workers and other road users.

The contractor is responsible for providing protection for pedestrians and vehicles in accordance with all applicable codes and standards.

All temporary roads and safety signs shall be of quality construction, clearly visible and legible, properly placed and secured at relevant points.

#### **I. Health & Safety Management**

It is to be noted that the contractor is responsible for the safety of on-site operations.

The contractor must, throughout the progress of the works comply with his duties under the OSHA 2005 and all other relevant legislations. Post award of contract and prior to any activity commencing the contractor must submit the following

- Construction safety & health plan
- Risk assessment and methods statements

The contractor shall ensure that the safety & health plan is effectively implemented on all sites under his control.

This applies to all construction activities regardless of size or value.

#### **II Inspection of Worksite**

The contractor shall provide regular inspections of the worksite by competent/professional health and safety personnel. Records of such inspections shall be maintained by the contractor. A monthly safety & health report should be sent to the RDA Project Manager/Supervisor.

### **III Protection of Personnel**

#### **(a) Risk Assessment**

The objective of risk assessment is to identify project related hazards and develop methods to deal with those hazards.

All risk assessments shall be reviewed and revised as necessary to accommodate any change in methods of working, plant, equipment, material and/or site development.

Copies of each risk assessment shall be made available to the RDA representative for information.

#### **(b) Accidents and emergencies**

The contractor shall provide adequate first aid facilities. Any work accident or dangerous occurrence including property damage shall also be reported to RDA as soon as possible.

All serious or potentially serious accidents/incidents are to be thoroughly investigated by the contractor and written records produced indicating remedial actions. Where any reportable accident or dangerous occurrence (As per the OSH Act 2005) is warranted to be notified to the OSH Inspectorate, the contractor shall do so within the prescribed delay. At the same time the contractor shall notify the RDA representative and submit a copy of all accident reports to RDA.

#### **(c) Personal Protective Equipment. (PPE) and Protective Clothing**

The contractor shall select and provide PPE appropriate to the work hazards identified. The contractor must take all reasonably practicable steps to ensure that it is used correctly by the relevant persons. This will require the provision of information, instruction and training to staff. Contractor shall provide proof of any training and information given to any of its employee.

High visibility clothing shall be worn by all clothing shall be worn by all personnel when working in all traffic areas and in the vicinity of moving plant or vehicles.

All protective equipment and clothing should be selected as per the requirement of the OSH PPE Regulations 2011.

#### **(d) Plant & Equipment**

All equipment provided shall be suitable for the use for which it is intended. The contractor shall ensure that site plant and equipment is inspected and thoroughly examined at regular intervals by competent persons and maintains all records of such inspection/examinations are maintained.

(e) **Work in live Traffic**

Most of the road maintenance works would be carried out in live traffic, where there might be high risks of road accidents because of presence of workers and equipment being used on road itself. Contractors are advised to observe the attached Code of Practice on “*Safety on Street works and Road Works*” to maximize safety at road works.

**III Drawings**

Refer to drawing RDA/16/26 for details for guard-rails in Annex 1.



***Section IV***  
**Framework Agreement**

**DATED** \_\_\_\_\_

**THIS AGREEMENT** is made on [2021]

**BETWEEN:-**

(1) The Road Development Authority, also referred as “RDA”, whose principal place of business is at [ ]; and

(2) [ ] (Company Number: also referred to as Contractor, whose place of business is at [ ]).

**FRAMEWORK AGREEMENT FOR UPKEEPING  
AND ASSOCIATED MENIAL ROUTINE WORKS  
ALONG CLASSIFIED ROADS  
2021-2022**

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**Contents**

<b>1.</b>	<b>INTERPRETATION.....</b>	<b>42</b>
<b>2.</b>	<b>TERM OF FRAMEWORK AGREEMENT.....</b>	<b>43</b>
<b>3.</b>	<b>SCOPE OF FRAMEWORK AGREEMENT.....</b>	<b>43</b>
<b>4.</b>	<b>AWARD PROCEDURES.....</b>	<b>44</b>
<b>5.</b>	<b>WARRANTIES AND REPRESENTATIONS.....</b>	<b>45</b>
<b>6</b>	<b>CORRUPT GIFTS, PAYMENTS OF COMMISSION AND FRAUDS.....</b>	<b>45</b>
<b>7</b>	<b>CONFLICTS OF INTEREST.....</b>	<b>45</b>
<b>8</b>	<b>RECORDS AND AUDIT ACCESS.....</b>	<b>46</b>
<b>9</b>	<b>CONFIDENTIALITY.....</b>	<b>46</b>
<b>10</b>	<b>TERMINATION.....</b>	<b>46</b>
<b>11</b>	<b>SUSPENSION OF CONTRACTOR'S APPOINTMENT.....</b>	<b>47</b>
<b>12.</b>	<b>CONSEQUENCE OF TERMINATION AND EXPIRY.....</b>	<b>47</b>
<b>13</b>	<b>INSURANCE.....</b>	<b>47</b>
<b>14</b>	<b>TRANSFER AND SUBCONTRACTING.....</b>	<b>47</b>
<b>15</b>	<b>NOTICES.....</b>	<b>47</b>
<b>16</b>	<b>DISPUTE RESOLUTION.....</b>	<b>48</b>
<b>17</b>	<b>LAW AND JURISDICTION.....</b>	<b>48</b>

**Schedule 1    Schedule of rates**

**Schedule 2    Works Order Forms**

**Schedule 3    Call-Off Terms and Conditions**

## BACKGROUND

- (A) The RDA invited proposals from Contractors through the Open National Bidding Method for participation in a Framework Agreement on **(DATES)** in respect of maintenance of roads and associated minor works in which the Contractor submitted its proposal on **(DATES)**.
- (B) The RDA selected the Contractor to enter into a framework agreement to provide works on a call-off basis in respect of Zone(s) (*insert selected Zone*) in accordance with the terms of this Framework Agreement.
- (C) This Framework Agreement describes the obligations of the Contractor and the RDA during the Term of the framework agreement and the general conditions of contract for any Call-Off.
- (D) It is the Parties' intention that there will be no obligation for the RDA to award any works order under this Framework Agreement during its Term.

**IT IS AGREED** as follows:-

### 1. INTERPRETATION

- 1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

<b>"Commencement Date"</b>	means the Commencement date of this Framework Agreement
<b>"Confidential Information"</b>	means any information which has been designated as confidential by either Party
<b>"End Date"</b>	means the End date of this Framework agreement
<b>"Framework Agreement"</b>	means this agreement and all Schedules to this agreement
<b>"Fraud"</b>	means any fraud as defined under Mauritian Laws
<b>"Material Default"</b>	means any breach of Clauses 4, 6, 7, 9, 10, 11,15 & 16
<b>"Month"</b>	means a calendar month
<b>"Order Form"</b>	means a document setting out details of a work in the form set out in Schedule 2
<b>"Party"</b>	means the RDA and/or the Contractor

<b>"Term"</b>	means the duration this Framework Agreement
<b>"Working Days"</b>	means any day other than a Saturday, Sunday or public holiday in the Republic of Mauritius
<b>"Works"</b>	means maintenance of roads and associated minor works as defined in Section III-Statement of requirements in the Invitation to Participate in Framework agreement bidding document
<b>"Year"</b>	means a calendar year

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions: -

- 1.2.1 words in singular means plural and vice versa;
- 1.2.2 words in masculine include the feminine and the neuter;
- 1.2.3 references to any Act or Regulation shall be construed as a reference to the Act or Regulation subsequently amended or re-enacted;
- 1.2.4 In case of any conflict between the Clauses and the contents of the Schedules, the Clauses shall prevail over the contents of the Schedules.

## 2. **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 **one-year** Term.

## 3. **SCOPE OF FRAMEWORK AGREEMENT**

- 3.1 This Framework Agreement governs the relationship between the RDA and the Contractor in respect of the provision of the maintenance of roads and associated minor works by the Contractor to the RDA.
- 3.2 The RDA may from time-to-time order Works from the Contractor in accordance with the ordering and award procedures as per Clause 4 below.
- 3.3 Any works under call-off shall be subject to conditions in the particular call-off and relevant conditions in this Framework agreement and relevant Schedules.

- 3.4 No undertaking shall be deemed to have been made by the RDA in respect of the total quantities or values of the Works to be ordered pursuant to this Framework Agreement.

#### 4. AWARD PROCEDURES

- 4.1 For any Works not exceeding Rs 1.5 million under the Framework Agreement, the RDA shall: -

- 4.1.1 identify where the works to be performed and its respective zone;
- 4.1.2 prepare a Bill of Quantity (BOQ) of the works to be performed;
- 4.1.3 identify the zone Contractor whose price is the lowest, based on the BOQ of the works to be performed and its quoted rates, subject to Clause 4.1.5 below;
- 4.1.4 award to that contractor by placing an Order using the Works order form and the Call-off terms and conditions, subject to the following criteria:
- (a) The RDA shall limit award to same contractor who has been awarded contracts whose aggregate value of Works under execution **at any time** through the framework has not reached up to **50%** of its average annual construction turnover, or
  - (b) no new works contract will be awarded to that Contractor under the framework agreement where the progress is behind schedule in **more than three works** already allocated
- 4.1.5 In case there are more than one contractor whose prices have been determined to be lowest, the RDA shall invite these contractors to submit within a reasonable period, a discount in terms of percentage of the calculated price for the specific works to be performed. The contractor proposing the highest percentage discount shall be selected to perform the works. Where all these contractors have proposed same or no percentage discount, the specific works may be carried out outside this Framework agreement.

- 4.2 Following receipt of an Order, the Contractor shall-

- 4.2.1 within five (5) days notify the RDA that it accepts the Order by signing and returning the Order Form.
- 4.2.2 in signing the Order, enter a Call-Off Contract with the RDA for the provision of Works referred to in that Order.

## **5. WARRANTIES AND REPRESENTATIONS**

5.1 The Contractor warrants and represents to the RDA that: -

- 5.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Framework Agreement;
- 5.1.2 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;
- 5.1.3 it has not caused or induced any person to enter such agreement referred to in Clause 5.1.2 above;
- 5.1.4 It has not committed any offence under the Prevention of Corruption Act 2002 in respect of this Framework Agreement.

## **6 CORRUPT GIFTS, PAYMENTS OF COMMISSION AND FRAUDS**

6.1 The Contractor shall not offer or give to any representative of the RDA any gift, commission or consideration of any kind which could act as a corruption or causes any fraud in relation to this Framework Agreement or any Call-Off. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Act 2002.

6.2 If the Contractor, its Staff or any person acting on the Contractor's behalf, engages in conduct prohibited by Clauses 6.1 above or commits any offence under the Prevention of Corruption Act 2002 the RDA may: -

- 6.2.1 terminate the Framework Agreement or any particular call-off 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 RDA resulting from the termination; or
- 6.2.2 recover in full from the Contractor and the Contractor shall indemnify the RDA in full from and against any other loss sustained by the RDA in consequence of any breach of this Clause, whether or not the Framework Agreement or any particular call-off contract has been terminated.

## **7 CONFLICTS OF INTEREST**

7.1 The Contractor shall take appropriate steps to ensure that there is no conflict or potential conflict between the pecuniary or personal interests of the Contractor and the duties owed to the RDA under the provisions of this Framework Agreement or any Call-Off Contract.

7.2 The RDA reserves the right to terminate this Framework Agreement or any Call-off contract immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where 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 RDA under the provisions of this Framework Agreement or any Call-Off Contract.

## **8 RECORDS AND AUDIT ACCESS**

- 8.1 The Contractor shall keep and maintain until **seven years** after the date of termination or expiry (whichever is the earlier) of this Framework Agreement, full records and accounts of the operation of this Framework Agreement including any call-off contracts undertaken and the amounts paid by RDA and shall afford the RDA access to such records and accounts as may be required from time to time.

## **9 CONFIDENTIALITY**

- 9.1 Each Party shall treat the other Party's Confidential Information as confidential and shall not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

## **10 TERMINATION**

### **Termination on Default**

- 10.1 The RDA may terminate the Framework Agreement or any Call-Off contract by serving written notice on the Contractor with effect from the date specified in such notice:-

10.1.1 where the Contractor commits a Material Default and:-

1. the Contractor has not remedied the Material Default to the satisfaction of the RDA within 10 (Ten) Working Days after issue of a written notice specifying the Material Default and requesting it to be remedied; or
2. the Material Default is reasonably not capable of remedy; or

10.1.2 where the Contractor declines to accept an order; or

10.1.3 where the RDA terminates a Call-Off Contract awarded to the Contractor under this Framework Agreement as a consequence of default by the Contractor.

### **Termination for Insolvency and Change of Control**

- 10.2 The RDA may at any time terminate the Agreement or any Call-Off contract 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 RDA.

### **Termination for convenience by RDA**

- 10.3 RDA shall have the right to terminate this Framework Agreement or any Call-Off contract, or to terminate the provision of any part of the

Framework Agreement at any time by giving one month written notice to the Contractor.

## **11 SUSPENSION OF CONTRACTOR'S APPOINTMENT**

If a right to terminate this Framework Agreement or any Call-Off arises in accordance with Clause 10, the RDA may suspend the Contractor's appointment to supply Works for a given period by giving notice in writing to the Contractor.

## **12. CONSEQUENCE OF TERMINATION AND EXPIRY**

12.1 Termination or expiry of the Framework Agreement or any Call-Off shall not cause any other Call-Off Contracts to terminate automatically. All other Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

12.2 Termination or expiry of this Framework Agreement or any Call-Off shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

## **13 INSURANCE**

13.1 As and when requested by the RDA, the Contractor shall effect and maintain a Contractor's All Risks insurance policy of at least Rs 500,000 for any one claim and adequately covered for all risks which may be incurred by the Contractor under any call-off contract including death or personal injury, or loss of or damage to property.

13.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any other liabilities arising under the Framework Agreement.

## **14 TRANSFER AND SUBCONTRACTING**

14.1 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 RDA. The Contractor shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.

## **15 NOTICES**

15.1 Any notice or other communication which is to be given by either Party to the other shall be submitted by registered post. Such letters shall be addressed to both Parties as follows:

For the RDA:- \_\_\_\_\_



For the Contractor (*contractor name*):- \_\_\_\_\_

**16 DISPUTE RESOLUTION**

16.1 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 or any Call-Off contract within twenty (20) Working Days of either Party notifying the other of the dispute. In case the dispute is not resolved, either party shall have the right to refer the dispute to any competent Court in Mauritius.

**17 LAW AND JURISDICTION**

17.1 Both parties accept the exclusive jurisdiction of Mauritian courts and agree that the Framework Agreement and any call-off contract under the framework agreement are 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

**SIGNED** by )  
 )  
for and on behalf of the RDA )  
 )

Place of Signature:.....

Place of Signature:.....

Name:.....

Name:.....

Designation: ..... ***Chairman***

Designation: ..... ***General Manager***

**SIGNED** by )  
 )  
for and on behalf of the Contractor )  
 )

Place of Signature:.....

Place of Signature:.....

## **SCHEDULE 1**

### **SERVICES AND ZONES**

#### **PART A**

#### **THE SERVICES**

The works generally are on main roads only but may also be undertaken on other public roads and within yards and premises of public properties. The works are as follows:

- a) Cleaning of guard-rails
- b) Cleaning of handrails
- c) Lopping of branches any girth size (circumference) not exceeding 1 m
- d) Clean open lined drains (any shape and material) to depth not exceeding 0.5 m
- e) Clean open lined drains (any shape and material) to depth exceeding 0.5 m but not exceeding 1 m
- f) Clean open drains (earth drain) to depth not exceeding 0.5 m
- g) Clean open drains (earth drain) to depth exceeding 0.5 m but not exceeding 1 m
- h) Clean covered drains(D500S)
- i) Fixing of traffic signs size not exceeding 900 mm (Supplied by Employer)
- j) Fixing of guard-rails (Supplied by Employer)
- k) Clearing of road edges from invasive plants (bamboos, sugarcane plants, “fataks” etc) up to 2 m wide from road edge/footpath and up to 5m height
- l) Cleaning of road edges and weepholes/outlets along drains and footpath
- m) Herbiciding
- n) Supply of unskilled labour for minor routine works
- o) Backhoe Loader
- p) Skid Steer Loader
- q) Compressor with tools
- r) Generator

**PART B**  
**SERVICES FRAMEWORK ZONES**

Works under this framework agreement shall be allocated in the following Zones:

**Zone North:** Districts of Pamplemousses, Rivière du Rempart

**Zone South:** Districts of Grand Port & Savanne

**Zone East:** Districts of Moka & Flacq

**Zone Central:** District of Plaine Wilhems

**Zone West:** Districts of Black River & Port Louis

The Contractors selected for each Zone are as follows:

**Zone North:**

**Zone South:**

**Zone East:**

**Zone Central:**

**Zone West:**

**[INSERT RATES QUOTED BY THE CONTRACTOR FOR THE ZONES IT HAS  
BEEN SELECTED]**

## SCHEDULE 2

Works Order Form

{Letter head}

**FRAMEWORK AGREEMENT FOR UPKEEPING AND ASSOCIATED  
MINOR ROUTINE WORKS ALONG CLASSIFIED ROADS  
(RDA/-----/2021-2022)**

To: \_\_\_\_\_  
\_\_\_\_\_

You are hereby invited to carry out the works as per the specifications and instructions of the Project Manager as well as within the time schedule detailed hereunder:

<b>Order No:</b>		<b>Zone:</b>			
<b>Project Manager:</b>					
<b>Description:</b>					
<b>Site of Works</b>	<b>Length:</b>	<b>From:</b>	<b>To:</b>		
<b>Site Possession Date:</b>		<b>Start Date:</b>		<b>Intended Completion Date:</b>	
<b>Estimated Cost (VAT Incl):</b>	Rs			<b>Funding:</b>	

**Scope of works to be carried out:**

Item	Description	Unit	Qty	Rate	Amount
	Total				

- The estimates and the above list of works are of an indicative nature only. The payment(s) will be based on the actual quantities of works measured jointly on site.
- Any discrepancy noted by the Contractor should be immediately reported to the Project Manager.
- The Contractor must consistently measure the quantity of works carried out as the sum of all claims in excess of the abovementioned estimated cost will not be entertained unless otherwise agreed by the Project Manager in writing.

**ISSUED BY:**

<b>Signature:</b>	
<b>Name of Employer's Representative:</b>	
<b>Designation:</b>	
<b>Date:</b>	

**DECLARATION:**

**Pursuant to Section 7.5.2 of the Framework Agreement I hereby accept the Order.**

<b>Signature:</b>	
<b>Name of Employer's Representative:</b>	
<b>Designation:</b>	
<b>Date:</b>	

**SCHEDULE 3****CALL-OFF TERMS AND CONDITIONS**

Any resulting contract shall be placed by means of a Works Order/Letter of Acceptance and shall be subject to the Framework agreement Clauses and the General Conditions of Contract (GCC), (Ref: W/GCC10/10-20) available on website [ppo.govmu.org](http://ppo.govmu.org)) except where modified by the Special Conditions below.

**PARTICULAR CONDITIONS OF CONTRACT**

Procurement Reference Number: E/W/RDA/26/01-2021

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

<b><i>GCC Clause Reference</i></b>	<b>Particular Conditions</b>
<b><i>GCC 1.1 (r)</i></b>	The Employer is the Road Development Authority represented by the <b>General Manager</b> .
<b><i>GCC 1.1 (v)</i></b>	Amend the definition of Intended Completion Date as follows:  ‘The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works specified in a Works Order. Each Intended Completion Date will be specified in the corresponding Works Order and will be revised only by the Project Manager by issuing an extension of time or an acceleration order.’
<b><i>Project Manager GCC 1.1(y)</i></b>	The Project Manager also known as the Engineer shall be an officer designated by the Employer
<b><i>Site GCC 1.1(aa)</i></b>	The Sites for each section shall be defined by the Project Manager and communicated to the Contractor prior to the issue of a Works Order.
<b><i>Start Date GCC 1.1(dd)</i></b>	The Start Dates of each section shall be specified by the Project Manager in each Works Order.
<b><i>GCC 2.3</i></b>	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> <li>(a) Framework Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Works Order (including Scope of Works),</li> <li>(d) Particular Conditions of Contract,</li> <li>(e) General Conditions of Contract,</li> <li>(f) Drawings,</li> </ul>

<b>GCC Clause Reference</b>	<b>Particular Conditions</b>
	(g) Schedules of Rates, (h) Contractor’s Bid, and (i) Insurance Cover.
<b>Project Manager’s Decisions 4.1</b>	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager’s opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
<b>Intended Completion Date GCC 16.1</b>	As specified in the Works Order.  ‘The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works specified in a Works Order. Each Intended Completion Date will be specified in the corresponding Works Order and will be revised only by the Project Manager by issuing an extension of time or an acceleration order’.
<b>Possession of the Site GCC 20.1</b>	The Site Possession Date(s) shall be specified in the Works Orders
<b>Program GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within seven (7) days from the date of the issue of the Works Order.
<b>GCC 25.3</b>	Program updates <i>shall</i> be required.
<b>Defects Liability Period GCC 33.1</b>	Defects Liability Period is not applicable.
<b>Payment Certificates GCC 39.7</b>	“A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor”.
<b>Payments GCC 40</b>	The amount certified by the Project Manager shall be paid in full within <b>28 days</b> of receipt by the Employer of an invoice, supported by: <ul style="list-style-type: none"> <li>(a) the payment certificate; and</li> <li>(b) a certificate of Completion of the Works.</li> </ul>
<b>Adverse weather Conditions GCC 41.1 (I)</b>	This clause may apply to specific sections of works as per a given Works Order and not to the whole Contract. The whole clause may not be applicable entirely to the present contract which is first and foremost a schedule of rates contract and has to be construed as such. As a remedy to the compensation events under sub clause 41.2, 41.3 and 41.4 only

<b><i>GCC Clause Reference</i></b>	<b><i>Particular Conditions</i></b>				
	<p>extension of time without costs will be considered by the Project Manager. Exceptionally subject to provision of sub clause 41.4 proven expenses for mobilization and demobilization of plant and equipment may be considered.</p> <p><b>Under sub clause 41.1(I), the following will be considered as “exceptionally adverse climatic conditions”</b></p> <table border="1" data-bbox="448 678 1394 1037"> <thead> <tr> <th data-bbox="448 678 783 745"><b><i>CONDITION(S)</i></b></th> <th data-bbox="783 678 1394 745"><b><i>INTENSITY LIMIT</i></b></th> </tr> </thead> <tbody> <tr> <td data-bbox="448 745 783 1037">Wind Cyclone warning class 3 or above prevailing in Mauritius</td> <td data-bbox="783 745 1394 1037">For the application of sub-clause 41.1(I), rain shall not be considered as “exceptionally adverse climatic conditions” unless the rain in a given day has been classified as torrential or rain in a given month has been classified as abnormal by the Meteorological Services.</td> </tr> </tbody> </table>	<b><i>CONDITION(S)</i></b>	<b><i>INTENSITY LIMIT</i></b>	Wind Cyclone warning class 3 or above prevailing in Mauritius	For the application of sub-clause 41.1(I), rain shall not be considered as “exceptionally adverse climatic conditions” unless the rain in a given day has been classified as torrential or rain in a given month has been classified as abnormal by the Meteorological Services.
<b><i>CONDITION(S)</i></b>	<b><i>INTENSITY LIMIT</i></b>				
Wind Cyclone warning class 3 or above prevailing in Mauritius	For the application of sub-clause 41.1(I), rain shall not be considered as “exceptionally adverse climatic conditions” unless the rain in a given day has been classified as torrential or rain in a given month has been classified as abnormal by the Meteorological Services.				
<b><i>Price Adjustment GCC 44.</i></b>	The Contract is not subject to price adjustment.				
<b><i>Retention GCC 45.</i></b>	There is no Retention money.				
<b><i>Liquidated Damages GCC 46.1</i></b>	<p>The liquidated damages for the whole Works are 0.05% of the Works Order value per day.</p> <p>The maximum amount of liquidated damages shall be 5% of the WO value for a period not exceeding 25% of expected duration of the works.</p>				
<b><i>Advance Payment GCC 48.1</i></b>	There shall be no advance payment in this Contract				
<b><i>Performance Security GCC 49.1</i></b>	Bidders selected to conclude the Framework Agreement shall submit a performance security for an amount of Rs 100,000 at the time of issuing of the first Works Order for each Zone.				
<b><i>GCC 59.1</i></b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 25%.				



## **SAMPLE FORMS**

## Form FIN – 3.1

### Financial Situation (to be filled AND UPLOADED on the e-PS)

*[The following table shall be filled in for the bidder and for each member of a Joint Venture]*

Bidder's name: [Insert full name]  
year]

Date: [insert day.month,and

Bidder's party Name: *[insert full name]*

OIB No. and title: *[insert OIB number and title]*

Page *[insert page number]* of *[insert total number]* pages

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous {insert number} years, {insert in words} (amount in currency)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of financial position (Information from Balance sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net worth (NW)					
Current assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

## Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (g) of the Letter of proposal:

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

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

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

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

## Notification of Award

### LETTER OF ACCEPTANCE

*[letterhead paper of the Employer]*

*[date]*

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words] [name of currency]*, exclusive of VAT, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section VIII, Annex to the Particular Conditions - Contract Forms, of the Bidding Document

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Performance Security

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

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

**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.

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 later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of ..... , ..... , whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....*Seal of bank/Insurance Company and*

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