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**Procurement Policy Office**

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

User’s Guide

**for**

**Procurement of Works**

**Procurement Policy Office**

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Introduction

The Standard Bidding Documents for Large or Complex Works (SBD-LCW) have been prepared for for use by Public Bodies in the procurement of ad measurement (unit price or rate) type of works contracts through international competitive bidding or national open advertised bidding.

**Bidding following Prequalification:** This document is to be used when bidding is preceded by a prequalification exercise. Prequalification of bidders is required for large or complex contracts or turnkey contracts to ensure, in advance of bidding, that invitations to bid are confined to capable firms. Prequalification is followed by a competitive bidding procedure in which only those firms meeting specified prequalification criteria are invited to submit a bid. Prequalification should not be used for limiting competition to a predetermined number of potential bidders. All applicants meeting the specified criteria shall be allowed to bid. Prequalification shall be applied for all large or complex works contracts.

**Bidding without Prequalification:** For the procurement of simple works contracts the Employer may apply post qualification by requiring bidders to submit the information pertaining to their qualification together with their bids. In this event, it will be necessary to ensure that a bidder’s risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the bidder during bid preparation. For that purpose, clear-cut, fail-pass qualification criteria need to be specified by the Employer in the Bidding Document in order to enable bidders to make an informed decision whether to pursue a specific contract and, if so, either as a single entity or in joint venture. Post qualification criteria and procedures are covered in Section III (Evaluation and Qualification Criteria) and Section IV (Bidding Forms).

The SBD-LCW makes use of the Conditions of Contract of FIDIC for Construction for Building and Engineering Works designed by the Employer First Edition 1999. These Conditions are subject to the variations and additions set out in Section VII (Particular Conditions of Contract), Part A (Contract Data) and Part B (Special Provisions).The provisions in Section I (Instructions to Bidders) and Section VI (General Conditions of Contract), must be used with their text unchanged. Any data and provisions that these sections require for a specific procurement and contract shall be included respectively in Section II (Bid Data Sheet) and Section VII (Particular Conditions of Contract). These bidding documents are not suitable for lump sum contracts. The purpose of this User’s Guide is to provide guidance to Employers on how to prepare a bidding document based on the Guidline contained in the Standard Bidding Documents of World Bank for the Procurement of Works.

This Guide includes two initial sections on the Bidding Process, and the Invitation for Bids (IFB). The Employer should note that **the IFB is neither a part of the Bidding Documents nor a Contract Document**.

Specific Provisions from a Bidding document of the Road Development Authority have been reproduced as samples in the Guide on a purely indicative basis to assist Public Bodies in writing their own specific provisions to suit best their requirements.

Acronyms

BDS Bid Data Sheet

BD Bidding Document

EQC Evaluation and Qualification Criteria

GCC General Conditions of Contract

ICB International Competitive Bidding

IFB Invitation for Bids

ITB Instructions to Bidders

JV Joint Venture

PCC Particular Conditions of Contract

SBD Standard Bidding Document

TS Technical Specifications

The Bidding Process

The International Competitive Bidding (ICB) and National Open Advertised Bidding process includes six main stages: *Publicity [Advertising or Notice]*, Preparation and Issuing of Bidding Documents, Bid Preparation and Submission, Bid Opening, Bid Evaluation, and Contract Award.

*Publicity [Advertising or Notice]*

**The Employer may announce an upcoming bidding process in the international (dgMarket and UN Development Business on-line) for ICB but by all means through diplomatic missions accredited to the Government of Mauritius and national media.**

Preparing and Issuing a Bidding Document

The Employer and Bidder should keep in mind that:

1. The Employer is responsible for the preparation and issuing of the Bidding Document.
2. The Employer shall use the SBD issued by the Procurement Policy Office, as this is a mandatory requirement for contracts financed by Government of Mauritius.
3. The Employer shall prepare the Bidding Document using the published version of the SBD without suppressing or adding text to the sections of the document to be used without modifications, which are Section I Instructions to Bidders (ITB) and Section VI General Conditions of Contract (GCC). All information and data particular to each individual bidding process must be provided by the Employer in the following sections of the Bidding Document:
4. Section II, Bid Data Sheet
5. Section III, Evaluation and Qualification Criteria
6. Section IV, Bidding Forms
7. Section V, Works Requirements
8. Section VII, Particular Conditions of Contract
9. Section VIII, Contract Forms

(d) The Employer shall allow Bidders sufficient time for studying the Bidding Document, preparing complete and responsive bids and submitting the bids.

Bid Preparation and Submission

The Bidder is responsible for the preparation and submission of its Bid. During this stage, the Employer shall:

* Promptly respond to requests for clarifications from Bidders and amend, as needed, the Bidding Documents.

Bid Opening

The Employer or the Central Procurement Board when the procurement refers to a major contract is responsible for the Bid Opening, which is a critical event in the bidding process. The Employer or the Central Procurement Board shall appoint experienced personnel to conduct the Bid Opening, as inappropriate procedures at Bid Opening are usually irreversible and may require cancellation of the Bidding Process with the consequent delays and waste of time and resources.

**Best Bid-Opening Practices to Observe**

The Employer, in observance of best practices, shall:

* Conduct the Bid Opening strictly following the procedures as specified in the ITB Clause 26 for all bids received not later than the date and time of the bid submission deadline. The term “Bid Opening” can be misleading because a bid for which a Bid Withdrawal or Bid Substitution notice was received on time shall not be opened, but returned unopened to the Bidder. The sequence in which bids are handled and opened is crucial.
* Ensure that all bids that were received on time **are accounted for, before starting** the Bid Opening, as bids that are not opened and read out at Bid Opening shall not be further considered.
* Not reject any bid at Bid Opening, except for late bids received after the date and time of bid submission deadline.
* The Employer or Central Procurement Board shall, however, verify at Bid Opening the validity of the documentation (Power of Attorney or other acceptable equivalent document as specified in ITB Sub-Clause 12.1), confirming the validity of a bid modification, bid withdrawal, or bid substitution as the case may be, because a withdrawn or substituted bid shall not be opened and in consequence not read out and, therefore, they shall not be further considered by the Employer. Similarly, a bid modification shall be opened and read out to modify a bid that was received on time.

Bid Evaluation and Contract Award

The Employer or Central Procurement Board as the case may be is responsible for bid evaluation whilst the Employer is responsible for Contract award. The Employer and Central Procurement Board shall appoint experienced persons to conduct the evaluation of the bids. Mistakes committed at bid evaluation may later prompt complaint from Bidders, requiring reevaluation of the bids, with the consequent delays and waste of time and resources.

The Employer and the Central Procurement Board, in observance of best practices, shall:

* Maintain the bid evaluation process strictly confidential;
* Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption;
* Always comply with the prior-review requirements of the Funding agency, where applicable; and
* Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding Documents.

Invitation for Bids

Invitation for Bids - Following Prequalification

The Invitation for Bids for contracts, subject to prequalification, is sent only to firms determined by the Employer to be qualified in accordance with the Employer’s prequalification procedure. This prequalification procedure must be reviewed and commented on by the Funding agency if the potential contract is to be eligible for the Funding agency financing.

Ideally, the Invitation for Bids is sent to the qualified bidders at the time that the prequalification results are announced.

For major works, prequalification shall normally be used.

##### Standard Format for Invitation for Bids

Date: *[date of issuance of IFB]*

Loan No:

IFB No:

1. The *[name of Public Body]* has received[[1]](#footnote-1) a loan[[2]](#footnote-2) from ……………………. in various currencies towards the cost of *[insert name of Project]*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract [[3]](#footnote-3) for *[insert title of contract].*

2. The *[name of the Employer]* now invites sealed bids from pre-qualified eligible bidders for the construction and completion of *[insert brief description of the works]* (“the Works”)*.*

3. Pre-qualified eligible bidders may obtain further information from and inspect the bidding documents at the office of *[insert name of appropriate purchasing unit]*[[4]](#footnote-4) *[insert mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers]*.

4. A complete set of bidding documents may be purchased by interested pre-qualified bidders on the submission of a written application to the above and upon payment of a non-refundable fee of *[insert amount in Mauritian Rupees or in a convertible currency]*.[[5]](#footnote-5)

5. Bids must be delivered to …………………on or before *[insert time]* on *[insert date]* and must be accompanied by a security of *[insert fixed sum or percentage of bid amount]*

6. Bids will be opened in the presence of bidders’ representatives who choose to attend at *[insert time and date]* at the offices of *[insert address of appropriate office]*.

7. Qualified domestic bidders ……… be eligible to receive a margin of preference of ……… percent in Bid evaluation.

Invitation for Bids - Without Prequalification

If bids are invited openly from contractors without using a prequalification procedure, the Invitation for Bids should be issued directly to the public as a Specific Procurement Notice as

(a) an advertisement in at least one newspaper of general circulation in Mauritius, on the web site of the Public Body and on the Public Procurement Portal with free access; and

(b) an advertisement in UN Development Business on line and in **dgMarket** and through diplomatic missions accredited to the Government of Mauritius, where applicable.

The Invitation for Bids provides information that enables potential bidders to decide whether to participate. Apart from a summary description of the works, the Invitation for Bids should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in similar works for which the Invitation for Bids is issued).

The Invitation for Bids form should be incorporated in the bidding documents and should be consistent with the information contained in Section II - Bid Data Sheet.

**Standard Format for Invitation for Bids**

Date: *[date of issuance of IFB]*

Loan No:

IFB No:

1. The *[name of Public Body]* has received[[6]](#footnote-6) a loan[[7]](#footnote-7) from *[insert name of Funding agency]* in various currencies towards the cost of *[insert name of Project]*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract [[8]](#footnote-8) for *[title of contract].*

2. The *[insert name of the Employer]* now invites sealed bids from eligible bidders for the construction and completion of *[insert brief description of the works]* (“the Works”)*.*

3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of *[insert name of appropriate purchasing unit]*[[9]](#footnote-9) *[insert mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers]*.

4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a non-refundable fee of *[insert amount in Mauritian Rupees or in a convertible currency]*.[[10]](#footnote-10)

5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are modeled on the provisions of the World Bank *Standard Bidding Documents: Procurement of Works*.

6. Bids must be delivered to the above office[[11]](#footnote-11) on or before *[insert time]* on *[insert date]* and must be accompanied by a security of *[insert fixed sum or percentage of bid amount]*

7. Bids will be opened in the presence of bidders’ representatives who choose to attend at *[insert time and date]* at the offices of *[insert address of appropriate office]*.

8. Qualified domestic bidders may be eligible to receive a margin of preference of 7.5 percent in Bid evaluation.

Section I. Instructions to Bidders

Section I, Instructions to Bidders, provides the information necessary for bidders to prepare responsive bids in accordance with the requirements of the Employer. It also gives information on bid submission, opening, and evaluation, and on the award of the Contract.

**Section I includes provisions that are to be used unchanged. Section II, Bid Data Sheet, consists of provisions that supplement, amend, or specify information or changes to Section I that are specific to each procurement.**

Matter governing the performance of the Contractor under the Contract, payments under the Contract, or matters affecting the risks, rights, or obligations of the parties under the Contract, are not included in this section, but rather in Section VI, General Conditions, Section VII, Particular Conditions, and/or the Contract Forms (Annex to the Particular Conditions). If duplication of a subject is inevitable in the different sections of the documents, the Employer should exercise care to avoid contradiction or conflict between clauses dealing with the same topic.

The Instructions to Bidders will not be part of the Contract.

Section II. Bid Data Sheet

Section II, Bid Data Sheet, shall be filled in by the Employer before issuance of the bidding documents. This Guide provides information to the Employer **[in bold]**on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Employer must specify in the BDS only the information that the ITB request be specified in the BDS. All information shall be provided; **no clause shall be left blank**.

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clause.

BDS Form

**Input of Information to be completed by Employer**

|  |  |  |
| --- | --- | --- |
| **ITB Clause Reference** | **Bid Data** | |
| **A. Introduction** | | |
| **ITB 1.1** | The number of the Invitation for Bids is : **[Insert number of the Invitation for Bids]** | |
| **ITB 1.1** | The Employer is: **[Insert name of the Employer]** | |
| **ITB 1.1** | The name of the OAB/ICB is: **[Insert name of the OAB/ICB]**  The identification numberof the OAB/ICB is: **[Insert number of the OAB/ICB]**  **[The following text is to be included and the corresponding information inserted only if the contract is to be bid simultaneously with other contracts on a “slice and package” basis. Otherwise omit.]**  The number and identification of lots (contracts)comprising this ICB is: **[Insert number and identification of lots (contracts)]** | |
| **ITB 2.1** | The **Public Body’s name** is: **[Insert name of the Public Body and statement of relationship with the Employer, if different from the Public Body. This insertion should correspond to the information provided in the Invitation for Bids]** | |
| **ITB 2.1** | The name of the Project is: **[Insert name of the project]** | |
| ITB 5.2(a) | **[The following provision should be included and the corresponding information inserted only if partners of a JV will not be required to be jointly and severally liable. Otherwise omit.]**  The individuals or firms in a joint venture **[insert “shall not be”]**jointly and severally liable. | |
| **B. Bidding Documents** | | |
| **ITB 8.1** | For **clarification purposes** only, the Employer’s address is: **[Insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 22.1 for bid submission]**  Attention: **[insert full name of person, if applicable**]  Street Address: [**insert street address and number**]  Floor/ Room number: [**insert floor and room number, if applicable**]  City: [**insert name of city or town**]  ZIP Code: [**insert postal (ZIP) code, if applicable**]  Country: [**insert name of country**]  Telephone: [**insert telephone number, including country and city codes**]  Facsimile number: [**insert telephone number, including country and city code***s*]  Electronic mail address: [**insert email address, if applicable**] | |
| **ITB 8.4** | A Pre-Bid meeting **[insert “will” and insert the date, time and place information in the spaces provided below if a pre-bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for bid submission. Otherwise, insert “will not” and insert “Not Applicable” in the spaces provided below for the date, time and place]**take place at the following date, time and place:  Date:  Time:  Place:  A site visit conducted by the Employer **[insert “will be” or “will not be”, as appropriate]**organized. | |
| **C. Preparation of Bids** | | |
| **ITB 12.1 (h)** | | The Bidder shall submit with its bid the following additional documents: **[list any additional document not already listed in ITB Sub-Clause 12.1 that must be submitted with the Bid].** |
| **ITB 14.1** | | **[The following provision should be included and the required corresponding information inserted only if alternative bids will be considered. Otherwise omit.]**  Alternative bids *[***insert “shall be”]**permitted. |
| ITB 14.2 | | Alternative times for completion **[insert “will be” or “will not be”, as appropriate]**permitted. **[Alternative times for completion should be permitted when the Employer sees potential net benefits in different times for completion; they also have merit for contracts bid on a “slice and package” basis.]**  If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| ITB 14.4 | | Alternative technical solutions shall be permitted for the following parts of the Works: **[List the parts of the works]**.  If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 15.4** | | **[Price adjustment may apply for contracts expected to last more than 12 months. The following provision should be included and the required corresponding information inserted only if the prices quoted by the Bidder are not subject to price adjustment. Otherwise omit.]**  The prices quoted by the Bidder shall be: **[Insert “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data”.]** |
| 16.Currencies of Bid and Payment | | 16.1 The currency(ies) of the bid shall be in accordance with Alternative \_\_\_\_\_\_\_\_\_ **[select either “A” or “B”]**, as described below.  **The Employer shall select the alternative which is the most suitable. Alternative B reflects more closely the actual various currency requirements of the Contractor (in terms of time of payment of the various currencies to the Contractor).**  **The Employer must keep only one of the following alternative texts:**  **Alternative A: Bidders quote entirely in local currency**  The unit rates and the prices shall be quoted by the bidder in the Bill of Quantities entirely in **[Mauritian Rupees]** and further referred to as “the local currency”. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Mauritius (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid – Table C the percentage(s) of the Bid Price (excluding Provisional Sums) needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies of any country.  The rates of exchange to be used by the bidder in arriving at the local currency equivalent shall be specified by the bidder in the Appendix to Bid –Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful bidder.  ***OR***  **Alternative B: Bidders quote in local and foreign currencies**  The unit rates and prices shall be quoted by the bidder in the Bill of Quantities separately in the following currencies:  (a) for those inputs to the Works that the bidder expects to supply from within the Republic of Mauritius, in **[Mauritian Rupees]** and further referred to as “the local currency”; and  (b) for those inputs to the Works that the bidder expects to supply from outside Mauritius (referred to as “the foreign currency requirements”) in up to any three currencies of any country |
| 17.1 Documents comprising the Technical Proposals | | Technical specifications shall contain but not belimited to the following elements and descriptions of requirements, to the extent applicable in the procurement at hand:  (1) general description of the scope and purpose of the Works;  (2) precise description of scope of Work to be carried out, i.e., elements such as design, construction, erection, any manufacturing, installation of equipment;  (3) physical nature and conditions of construction site;  (4) detailed listing of any equipment and components to be supplied;  (5) detailed design and drawings of work to be performed, to the extent those are to be supplied by the Public Body under the contracting arrangement in question;  (6) description of the Works in terms of design details, drawings and/or performance characteristics, including specific technical descriptions and standards as to items such as plumbing, and electrical installations;  (7) environmental impact and safety standards to be met;  (8) description of performance and quality guarantees required;  (9) inspection and testing to be conducted at various stages of construction;  (10) completion tests;  (11) technical documentation, drawings, operating manuals to be provided by suppliers;  (12) type and quantity of training and supervision to be provided by suppliers, to the extent applicable;  (13) inspection and performance tests to be passed for acceptance; and  (14) Schedule for starting and completion of construction time. |
| **ITB 19.1** | | The bid validity period shall be [**insert a number of days that is a multiple of seven counting as** **of the deadline for bid submission**] days*.*  **[This period should be realistic, allowing sufficient time to evaluate the bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals and for notification of the award. Normally the validity period should not exceed 120 days.]** |
| **ITB 19.3 (a)** | | The bid price shall be adjusted by the following factor(s):\_\_\_\_\_\_\_\_ *[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]* |
| **ITB 19.3 (b)** | | The fixed portion of the bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_\_ *[The local currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]* |
| **ITB 20.1** | | A bid security **[insert “shall be”]** required.  The amount and currency of the bid security shall be: **[insert amount and currency of the bid security. ]** |
| **ITB 21.1** | | In addition to the original of the bid, the number of copies is: **[Insert number of copies]** |
| **ITB 21.2** | | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: **[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid**]. |
| **D. Submission and Opening of Bids** | | |
| **ITB 23.1** | For **bid submission purposes** only, the Employer’s address is: **[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications]**  Attention: [**insert full name of person, if applicable]**  Street Address: [**insert street address and number**]  Floor/ Room number: [**insert floor and room number, if applicable**]  City: [**insert name of city or town**]  Country: [**insert name of country**]  **The deadline for bid submission is:**  Date: **[insert day, month, and year, i.e. 15 June, 2008]**  Time: [**insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.**]  **[The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to Clause 22.2.]**  Bidders **[insert “shall” or “shall not”]** have the option of submitting their bids electronically.  **[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit.]**  If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: **[insert a description of the electronic bidding submission procedures]** | |
| **ITB 26.1** | The bid opening shall take place at:  Street Address: [**insert street address and numbe***r*]  Floor/ Room number: [**insert floor and room number, if applicable**]  City: [**insert name of city or town**]  Country: [**insert name of country**]  Date: **[insert day, month, and year, i.e. 15 June, 2008]**  Time: [**insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.**]**[Date and time should be the same as those given for the deadline for submission of bids (Clause 22).]**  **[The following provision should be included and the required correspon**ding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit.]  If bidders have the option of submitting their bids electronically, the electronic bidding opening procedures shall be: **[insert a description of the electronic bidding opening procedures]** | |
| **ITB 26.3** | The Bid Submission Form and Bill of Quantities *shall* be initialled by representatives of the Employer/Central Procurement Board attending Bid opening. | |
| **E. Evaluation and Comparison of Bids** | | |
| **ITB 33.1** | The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **[Mauritian rupees]**  The source of exchange rate shall be: **[Insert the Central Bank of Mauritius).]**  The date for the exchange rate shall be: **[insert day, month and year, i.e. 15 June, 2008 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of bid validity].**  The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative \_\_\_\_\_ **[insert either “A” or “B”]** that follows:  **The Employer shall select the alternative which is the most suitable, depending on the alternative selected in the BDS under ITB 16.1. The Employer must keep only one of the following alternative texts:**  **Alternative A: Bidders quote entirely in local currency**  For comparison of bids, the Bid Price, corrected pursuant to Clause 32, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-Clause 16.1.  In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.  ***OR***  **Alternative B: Bidders quote in local and foreign currencies**  The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 32, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above. | |
| **ITB 34.1** | **[The following provision should be included and the required corresponding information inserted only if the Financing Agreement authorizes the application of domestic contractor price preference and the Employer intends to apply it to the subject contract. Otherwise omit]**  A margin of preference **[insert “shall”]**apply.  If a margin of preference applies the application methodology shall be defined in Section III – Evaluation and Qualification Criteria. | |

Section III. Evaluation and Post Qualification Criteria - Following Prequalification

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

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1. Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

**Use the evaluation criteria listed below as appropriate and required for the project.**

1.1 Adequacy of Technical Proposal

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

1.2 Multiple Contracts

Works are grouped in multiple contracts and pursuant to Sub-Clause 35.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts. If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder’s capacity to meet the aggregated requirements regarding:

* Experience
* Financial situation
* Current contract commitments,
* Cash flow capacity,
* Equipment to be allocated, and
* Personnel to be fielded.

1.3 Completion Time

If permitted under ITB 14.2 varying times for completion may be used in bid comparison as follows: [the **method for evaluating the differences offered by bidders should be specified as a specific amount for each week of delay from a specified “standard” or minimum completion date related to the loss of benefits to the Employer. The amount should be no more than the sum stated in the Contract Data for delay damages**.]

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 14.4, will be evaluated as follows:

**[ insert method for evaluation of such alternatives, if appropriate]**

1.5 Margin of Preference

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

**1.5.1 For International Bidding:**

A bidder, incorporated in the Republic of Mauritius, who undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of a works contract referred hereto, shall be eligible for a preference of 15%.

**1.5.2. For National Bidding:**

1. A local Small and Medium enterprise, having an annual turnover not exceeding Rs 50million or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs 50million who undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, shall be eligible for a Margin of Preference of 20%.
2. Any bidder incorporated in the Republic of Mauritius not satisfying all the conditions mentioned in (a) above but undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, shall be eligible for a Margin of preference of 10%.

Note: Local manpower shall mean employees on the payroll of the Contractor as well as those for subcontractors for executing the works contract on the site.

2. Qualification

2.1 Update of Information

The Bidder shall continue to meet the criteria used at the time of prequalification. Updating and reassessment of the following information which was previously considered during prequalification will be required:

(a) Eligibility

(b) Pending Litigation

(c) Financial Situation

2.2 Financial Resources

Using the relevant Forms in Section IV (Bidding Forms) the Bidder must demonstrate 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:

(1) the following cash-flow requirement: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . and

(2) the overall cash flow requirements for this contract and his current works commitment.

-- Note --

Indicate under (1) above the construction cash flow requirement for a number of months, determined as the total time needed by the Employer to pay a contractor’s invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Engineer to issue the monthly payment certificate, and (c) the time needed by the Employer to pay the amount certified. The total period should not exceed four months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost.

2.3 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work**  **Experience [years]** | **Experience In**  **Similar Work [years]** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
|  |  |  |  |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV (Bidding Forms).

-- Note --

The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The prequalification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, or earthworks, as required for each particular project). Criteria of acceptability should be based on:

**(a) a minimum number of years of experience in a similar position; and**

**(b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.**

**The requirement of specified education and academic qualifications is normally unnecessary for such positions, as contractors often employ competent staff who have learned their profession “on the job” rather than through academic training. It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staff in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.**

2.4 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **No. Min. Number Required** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
|  |  |  |

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)

**-- Note --**

**In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor’s owning readily available items of equipment. The pass–fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment–hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award.**

The Bidder shall provide updated details for the above by using the relevant forms included in Section IV (Bidding Forms).

Section III. Evaluation and Qualification Criteria - Without Prequalification

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

The Employer requires bidders to be qualified by meeting predefined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the bidder, results in disqualification. It will therefore be necessary to ensure that a bidder’s risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the bidder during bid preparation. For that purpose, clear-cut, fail-pass qualification criteria need to be specified in order to enable bidders to make an informed decision whether to pursue a specific contract and, if so, either as a single entity or in joint venture. The criteria adopted must relate to characteristics that are essential to ensure satisfactory execution of the contract, and must be stated in unambiguous terms.

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1. Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

**-- Note --**

**Use the evaluation criteria listed below as appropriate and required for the project.**

1.1 Adequacy of Technical Proposal

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

1.2 Multiple Contracts

Works are grouped in multiple contracts and pursuant to Sub-Clause 35.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts. If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder’s capacity to meet the aggregated requirements regarding:

• Experience

• Financial situation

• Current contract commitments,

• Cash flow capacity,

• Equipment to be allocated, and

• Personnel to be fielded.

1.3 Completion Time

If permitted under ITB 14.2 varying times for completion may be used in bid comparison as follows: **[the method for evaluating the differences offered by bidders should be specified as a specific amount for each week of delay from a specified “standard” or minimum completion date related to the loss of benefits to the Employer. The amount should be no more than the sum stated in the Contract Data for delay damages.]**

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 14.4, will be evaluated as follows:

**[insert method for evaluation of such alternatives, if appropriate]**

1.5 Margin of Preference

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

**1.5.1 For International Bidding:**

A bidder, incorporated in the Republic of Mauritius, who undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of a works contract referred hereto, shall be eligible for a preference of 15%.

**1.5.2. For National Bidding:**

1. A local Small and Medium enterprise, having an annual turnover not exceeding Rs 50million or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs 50million who undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, shall be eligible for a Margin of Preference of 20%.
2. Any bidder incorporated in the Republic of Mauritius not satisfying all the conditions mentioned in (a) above but undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, shall be eligible for a Margin of preference of 10%.

Note: Local manpower shall mean employees on the payroll of the Contractor as well as those for subcontractors for executing the works contract on the site.

2. Qualification

2.1. Eligibility

| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| --- | --- | --- | --- | --- | --- |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |

2.1.1 Nationality

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Nationality in accordance with ITB Sub-Clause 5.3. | must meet requirement | existing or intended JV must meet requirement | must meet requirement | not applicable | Forms  ELI –1; ELI –.2  with attachments |

2.1.2 Conflict of Interest

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No conflicts of interest in accordance with ITB Sub-Clause 4.3. | must meet requirement | existing or intended JV must meet requirement | must meet requirement | not applicable | Application Submission Sheet |

2.1.3 Country Eligibility

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Not having been declared ineligible by the Governmnet of Mauritius, as described in ITB Sub-Clause 5.5. | must meet requirement | existing or intended JV must meet requirement | must meet requirement | not applicable | Application Submission Sheet |

2.1.4 Government-owned Entity

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Bidder required to meet conditions of ITB Sub-Clause 5.6. | must meet requirement | must meet requirement | must meet requirement | not applicable | Forms ELI -1, ELI -2 with attachments |

2.1.5 Exclusions

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Bidder required to meet conditions of ITB Sub-Clause 5.8. | must meet requirement | must meet requirement | must meet requirement | not applicable | Application Submission Sheet |

2.2 Pending Litigation

2.2.1 Historical Contract Non Performance

2.2.2 Pending Litigation

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than . . . . . . . . . . . . . . . . . . percent of the Bidder’s net worth. | must meet requirement by itself or as partner to past or existing JV | not applicable | must meet requirement by itself or as partner to past or existing JV | not applicable | CON - 2 |

**[The above percentage should normally be within the range of 50% to 100% of a Bidder’s net worth]**

2.3. Financial Situation

2.3.1 Historical Financial Performance

[This clause is not applicable for bidders having a Provisional Registration or bidders currently operating in Mauritius who are duly registered with the CIDB.]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| Submission of audited balance sheets and income statements for the last **[Insert no. of years in words and figures. The time period should not be less than 3 years.]** years to demonstrate the current soundness of the bidders financial position and its prospective long-term profitability. As a minimum, a Bidder’s net worthcalculated as the difference between total assets and total liabilities should be positive. | must meet requirement | not applicable | must meet requirement | not applicable | Form FIN - 1 with attachments |

**[The financial information provided by a Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass–fail decision on the financial position of the Bidder should be given on this basis. Any abnormal features which may lead to financial problems should alert the Employer to seek expert professional advice for further review and interpretation]**

2.3.2 Clause deleted

2.3.3 Financial Resources

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Using Forms FIN – 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate 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:  (1) the following cash-flow requirement: . . . . . . . . . . , and  (2) the overall cash flow requirements for this contract and its current works commitment. | must meet requirement | must meet requirement | must meet  . . . . . . . . . .  of the requirement | must meet  . . . . . . . .  of the requirement | Form FIN - 3  Form FIN-4 |

**- Note --**

**[Indicate under (1) above the construction cash flow requirement for a number of months determined as the total time needed by the Employer to pay a contractor’s invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Engineer to issue the monthly payment certificate, and (c) the time needed by the Employer to pay the amount certified. The total period should not exceed six months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost]**

2.4 Experience

2.4.1 General Construction Experience

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| Registration with CIDB as per the required grade and specialisation | must meet requirement | not applicable | must meet requirement | not applicable | Form EXP-1 |

2.4.2 Specific Construction Experience

**(a) Contracts of Similar Size and Nature**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| Participation as contractor, management contractor, or subcontractor, in at least **[1]** contracts within the last **[2]** years, each with a value of at least US$ **[3]** that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Employer’s Requirements. | must meet requirement | must meet requirement | not applicable | not applicable | Form EXP 2(a) |

**[(1) Insert number of contracts, the range should be one to three, depending on the size and complexity of the subject contract, the exposure of the Employer to risk of contractor default, and country conditions. For contracts in a developed environment with a high potential supply of construction services, three similar contracts may not limit applications, but would reduce the risk of contractor default.**

**(2) Insert number of years in words and figures. The range is normally five to ten years, and should be related to the number of similar contracts stated above and to the duration of the subject contract, e.g., ten years for two contracts of about five years’ duration, or six years for two contracts of about three years’ duration**

**(3) Insert US$ amount, usually 80% of the estimated value of the subject contract]**

**(b) Construction Experience in Key Activities**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities: | must meet all requirements | must meet all requirements | not applicable | not applicable | Form EXP-2(b) |
| \* |  |  |  |  |  |
| \* |  |  |  |  |  |
| \* |  |  |  |  |  |
| \* |  |  |  |  |  |

**-- Note --**

**[\* List the production rate(s) for the key activity or activities in the subject contract. The rates should be about**

**80% of the estimated production rates of the key activity or activities in the subject contract as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.**

**X cubic meters of rock placed in rock fill dams in one year**

**Y tons of asphalt concrete per month placed in road paving**

**Z cubic meters of concrete placed per ... etc.]**

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work**  **Experience [years]** | **Experience In**  **Similar Work [years]** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
|  |  |  |  |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV (Bidding Forms).

**-- Note --**

**The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The prequalification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, or earthworks, as required for each particular project). Criteria of acceptability should be based on:**

**(a) a minimum number of years of experience in a similar position; and**

**(b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.**

**The requirement of specified education and academic qualifications is normally unnecessary for such positions, as contractors often employ competent staff who have learned their profession “on the job” rather than through academic training. It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staff in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.**

2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **No. Min. Number Required** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
|  |  |  |

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)

**-- Note --**

**In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor’s owning readily available items of equipment. The pass–fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment–hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award.**

Section IV. Bidding Forms

The Employer shall include in the BD all bidding forms that the Bidder shall fill out and include in its bid. As specified in Section IV of the BD, these forms are the Bid Submission Form and relevant Schedules, the Bid Security, the Bill of Quantities, the Technical Proposal Form, and the Bidder’s Qualification Information Form for which two options are attached (Option “Following Prequalification” and Option “Without Prequalification”).This Guide helps the Employer fill in all the required information in each Bidding Form.

**Bid Submission Form**

**Input of Information to be completed by Bidder (bold) or Employer (***italic***)**

Date: [**insert date (as day, month and year) of Bid Submission**]

ICB/NOAB No.: [*insert number of bidding process*]

Invitation for Bid No.: [*insert No of IFB*]

Alternative No.: [**insert identification No if this is a Bid for an alternative**]

To: [*insert complete name of Employer*]

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda No.: [**insert the number and issuing date of each Addenda**], issued in accordance with Instructions to Bidders (ITB) 9;
2. We offer to execute in conformity with the Bidding Documents the following Works [*insert a brief description of the Works*];
3. The total price of our Bid, excluding any discounts offered in item (d) below, is: [**insert the total bid price in words and figures, indicating the various amounts and the respective currencies**];
4. The discounts offered and the methodology for their application are:

**Discounts: If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered.**]

**Methodology of Application of the Discounts: The discounts shall be applied using the following method:** [**Specify in detail the method that shall be used to apply the discounts**];

1. Our bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security and preference security (if applicable) in accordance with the Bidding Documents;
3. We, including any subcontractors or suppliers for any part of the Contract, has nationals from eligible countries in accordance with ITB 5.3;
4. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB-5.4;
5. We are not participating, as Bidders or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 5.4, other than alternative bids in accordance with ITB 14;
6. We, including any of our subcontractors or suppliers for any part of the contract,have not been declared ineligible under the Mauritian laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
7. We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 5.6;[[12]](#footnote-12)
8. We hereby “*apply/do not apply*” for the Margin of Preference as provided for in the bidding document;[[13]](#footnote-13)
9. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [**insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

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

(If none has been paid or is to be paid, indicate “none.”)

1. We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
2. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
3. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
4. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

(0) We understand that this Bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(P) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: [**insert complete name of person** **signing the Bid**]

In the capacity of **[insert legal capacity of person signing the bid**]

Signed: [**insert signature of person whose name and capacity are shown above**]

Duly authorized to sign the Bid for and on behalf of: [**insert complete name of Bidder**]

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ [**insert date of signing**]

|  |
| --- |
| Appendix to Bid |

**Schedule of Adjustment Data**

[**In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]**

Table A. Local Currency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index code\*** | **Index description\*** | **Source of index\*** | **Base value**  **and date\*** | **Bidder’s**  **related currency amount** | **Bidder’s**  **proposed**  **weighting** |
|  | Nonadjustable | — | — | — | A: \*  B:  C:  D:  E: |
|  |  |  | **Total** |  | **1.00** |

*[\* To be entered by the Employer]*

Table B. Foreign Currency

**State type: [insert name of currency; if the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]**

| **Index code** | **Index description** | **Source of index** | **Base value and date** | **Bidder’s related source currency in type/amount** | **Equivalent in FC1** | **Bidder’s proposed weighting** |
| --- | --- | --- | --- | --- | --- | --- |
|  | Nonadjustable | **—** | **—** | **—** |  | **A: \_\_\_\_\_\_\_\***  **B:**  **C:**  **D:**  **E:** |
|  |  |  |  | **Total** |  | **1.00** |

[\* *To be entered by the Employer*]

Table C. Summary of Payment Currencies

**The Employer must retain the Table which matches the Currency alternative retained in BDS ITB 16.1**

**Table: Alternative A**

|  |
| --- |
| ***To be used only with Alternative A Prices entirely in Mauritian Rupees with percentage(s) payable in foreign currency(ies.*** *(Clause ITB 16.1)* |

**Summary of payment currencies of the Bid**

For ……………………….. [insert name of Section of the Works]

[**Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of payment currency** | **A**  **Amount of currency** | **B**  **Rate of exchange**  **(local currency per unit of foreign)** | **C**  **Local currency equivalent**  **C = A x B** | **D**  **Percentage of  Net Bid Price (NBP)**  **100xC**  **NBP** |
| **Local currency** |  | **1.00** |  |  |
| **Foreign currency #1** |  |  |  |  |
| **Foreign currency #2** |  |  |  |  |
| **Foreign currency #3** |  |  |  |  |
| **Net Bid Price** |  |  |  | **100.00** |
| **Provisional sums expressed in local currency** | [*To be entered by the Employer*] |  | [*To be entered by the Employer*] |  |
| **BID PRICE** |  |  |  |  |

**Table: Alternative B**

***To be used only with Alternative B Prices directly quoted in the currencies of payment.*** *(Clause ITB 16.1)*

Summary of currencies of the bid for \_\_\_\_\_\_\_\_\_\_\_ *[insert name of Section of the Works]*

[**Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.]**

|  |  |
| --- | --- |
| *Name of currency* | *Amounts payable* |
| Local currency: |  |
| Foreign currency #1: |  |
| Foreign currency #2: |  |
| Foreign currency #3: |  |

Bill of Quantities

Notes for Preparing a Bill of Quantities

**Objectives**

The objectives of the Bill of Quantities are

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

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

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

**Content**

The Bill of Quantities should be divided generally into the following sections:

(a) Preamble;

(b) Work Items (grouped into parts);

(c) Daywork Schedule; and

(d) Summary.

**Preamble**

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities and that are to be used for the measurement of any part of the Works.

**Rock**

Where excavation, boring, or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), if not given in the Technical Specification, should be given in the Preamble, and this definition should be used for the purposes of measurement and payment.

**Work Items**

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. When a family of Price Adjustment Formulae are used, they should relate to appropriate sections in the Bill of Quantities.

**Quantities**

Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

**Units of Measurement**

The following units of measurement and abbreviations are recommended for use (unless other national units are mandatory in the country of the Employer).

|  |  |  |  |
| --- | --- | --- | --- |
| **Unit** | **Abbreviation** | **Unit** | **Abbreviation** |
| cubic meter  hectare  hour  kilogram  lump sum  meter  metric ton  (1,000 kg) | m3 *or* cu m  ha  h  kg  sum  m  t | millimeter  month  number  square meter  square millimeter  week | mm  mon  nr  m2 *or* sq m  mm2 *or* sq mm  wk |

**Ground and Excavation Levels**

The commencing surface should be identified in the description of each item for work involving excavation, boring, or driving, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for work involving excavation for which the excavated surface is not also the final surface. The depths of work should be measured from the commencing surface to the excavated surface, as defined.

**Daywork Schedule**

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise:

(a) a list of the various classes of labour, materials, and Contractor’s Equipment for which basic Daywork rates or prices are to be inserted by the bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis; and

(b) a percentage to be entered by the bidder against each basic Daywork Subtotal amount for labour, materials, and Plant representing the Contractor’s profit, overheads, supervision, and other charges.

**Provisional Quantities and Sums**

Provision for quantity contingencies in any particular item or class of work with a high expectation of quantity overrun should be made by entering specific “Provisional Quantities” or “Provisional Items” in the Bill of Quantities, and *not* by increasing the quantities for that item or class of work beyond those of the work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a “Provisional Sum” in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a “Provisional Sum” in the Summary of the Bill of Quantities. The inclusion of such Provisional Sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by a Nominated Subcontractor should be indicated in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate bidding procedure is normally carried out by the Employer to select the specialists, who are then nominated as subcontractors to the main or prime contractor. To provide an element of competition among the main bidders (or prime contractors) in respect of any facilities, amenities, attendance, etc., to be provided by the successful bidder as prime contractor for the use and convenience of the specialist or nominated subcontractor, each related Provisional Sum should be following by an item in the Bill of Quantities inviting a percentage (to be quoted by the main bidder) payable on the actual expenditure from the Provisional Sum.

**Summary**

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

**Sample Bill of Quantities**

**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.

8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.[[14]](#footnote-14)

9. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

10. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

**B. Work Items**

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No. 1—General Items;

Bill No. 2—Earthworks;

Bill No. 3—Culverts and Bridges;

Bill No. 4—etc., as required;

Daywork Schedule; and

Summary Bill of Quantities.

2. Bidders shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies.[[15]](#footnote-15)

***The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 16.1.***

Bill No. 1: General Items

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
| 101 | Performance Bond/Guarantee | sum | item | — |  |
| 102 | Insurance of the Works | sum | item | — |  |
| 103 | Insurance of Contractor’s Equipment | sum | item | — |  |
| 104 | Third-Party Insurance | sum | item | — |  |
| 105 | Allow for maintenance of Works for 12 months after completion | month | 12 |  |  |
| 106 | —etc.— |  |  |  |  |
| 112 | Provide and equip Engineer’s offices | nr | 2 |  |  |
| 113 | Maintain Engineer’s offices for 24 months, including services | month | 24 |  |  |
| 114 | —etc.— |  |  |  |  |
| 121 | Provide diversion road | sum | item | — |  |
| 122 | Provide for traffic control and maintenance of diversion road | month | 24 | — |  |
| 123 | —etc.— |  |  |  |  |
| 132 | Provide for cleaning up the Site on completion  —etc.— | sum | item | — |  |
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| Total for Bill No. 1  (carried forward to Summary, p. ) | | | | |  |

Bill No. 2: Earthworks

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
| 201 | Excavate topsoil to maximum depth 25 cm and stockpile for reuse, maximum haul distance 1 km | m3 | 95,000 |  |  |
| 202 | Excavate topsoil to maximum depth 25–50 cm, and dispose | m3 | 15,000 |  |  |
| 203 | —etc.— |  |  |  |  |
| 206 | Excavate fill material from cuttings or approved borrow pits, haul up to 1 km, deposit, shape, and compact to fill | m3 | 258,000 |  |  |
| 207 | Excavate rock in cuttings and dispose, any depth | m3 | 25,000 |  |  |
| 208 | —etc.— |  |  |  |  |
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| Total for Bill No. 2  (carried forward to Summary, p. ) | | | | |  |

Bill No. 3: Culverts and Bridges

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
| 301 | Excavate in all materials other than rock from ground level to underside of foundations, maximum depth 5 m, and dispose | m3 | 18,500 |  |  |
| 302 | Excavate in all materials other than rock, depth 5 m to 7.5 m | m3 | 2,500 |  |  |
| 303 | Provisional Item  As Item 302, depth 7.5 m to 10 m | m3 | 500 |  |  |
| 304 | —etc.— |  |  |  |  |
| 311 | Concrete class B in abutments | m3 | 18,500 |  |  |
| 312 | —etc.— |  |  |  |  |
| 318 | Mild steel reinforcement in abutments and piers up to 20 mm diameter | t | 370 |  |  |
| 319 | —etc.— |  |  |  |  |
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| Total for Bill No. 3  (carried forward to Summary, p. ) | | | | |  |

C. Daywork Schedule[[16]](#footnote-16)

**General**

1. Reference should be made to Sub-Clause 13.6 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

**Daywork Labour**

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by him in the **Schedule of Daywork Rates: 1. Labour,** together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc.,[[17]](#footnote-17) as described below:

(a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with Mauritian law. The basic rates will be payable in local currency only.

(b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor’s profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor’s staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

(i) foreign: percent (to be stated by bidder).[[18]](#footnote-18)

(ii) local: percent (to be stated by bidder).

**Daywork Materials**

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the **Schedule of Daywork Rates: 2. Materials,** together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

(a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.

(b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:

(i) foreign: percent (to be stated by the bidder);[[19]](#footnote-19)

(ii) local: percent (to be stated by the bidder);

(c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

**Daywork Contractor’s Equipment**

5. The Contractor shall be entitled to payments in respect of Contractor’s Equipment already on Site and employed on daywork at the basic rental rates entered by him in the **Schedule of Daywork Rates: 3. Contractor’s Equipment.** Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment.[[20]](#footnote-20) The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.[[21]](#footnote-21)

6. In calculating the payment due to the Contractor for Contractor’s Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor’s Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

7. The basic rental rates for Contractor’s Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:

(a) foreign: percent (to be stated by the bidder).[[22]](#footnote-22)

(b) local: percent (to be stated by the bidder).

Schedule of Daywork Rates: 1. Labour

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
| D100 | Ganger | hour | 500 |  |  |
| D101 | Labourer | hour | 5,000 |  |  |
| D102 | Bricklayer | hour | 500 |  |  |
| D103 | Mason | hour | 500 |  |  |
| D104 | Carpenter | hour | 500 |  |  |
| D105 | Steelwork Erector | hour | 500 |  |  |
| D106 | —etc.— | hour |  |  |  |
| D113 | Driver for vehicle up to 10 tons | hour | 1,000 |  |  |
| D114 | Operator for excavator, dragline, shovel, or crane | hour | 500 |  |  |
| D115 | Operator for tractor with dozer blade or ripper | hour | 500 |  |  |
| D116 | —etc.— | hour |  |  |  |
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|  |  |  |  |  |  |
|  | Subtotal | | | |  |
| D122 | Allow percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above. | | |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Labour  (carried forward to Daywork Summary, p. ) | | | |  |
| a. To be entered by the bidder. | | | | | |

Schedule of Daywork Rates: 2. Materials

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
| D201 | Cement, ordinary Portland, or equivalent in bags | t | 200 |  |  |
| D202 | Mild steel reinforcing bar up to 16 mm diameter to BS 4449 or equivalent | t | 100 |  |  |
| D203 | Fine aggregate for concrete as specified in Clause | m3 | 1,000 |  |  |
| D204 | —etc.— |  |  |  |  |
| D222 | Gelignite (Nobel Special Gelatine 60%, or equivalent) including caps, fuse, wire, and requisite accessories | t | 10 |  |  |
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|  |  |  |  |  |  |
|  | Subtotal | | | |  |
| D122 | Allow percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above. | | |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Materials  (carried forward to Daywork Summary, p. ) | | | |  |
| a. To be entered by the bidder. | | | | | |

Schedule of Daywork Rates: 3. Contractor’s Equipment

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Nominal quantity (hours)* | *Basic hourly rental rate* | *Extended amount* | |
| D301 | Excavator, face shovel, or dragline: |  |  |  | |
| .1 | Up to and including 1 m3 | 500 |  |  | |
| .2 | Over 1 m3 to 2 m3 | 400 |  |  | |
| .3 | Over 2 m3 | 100 |  |  | |
| D302 | Tractor, including bull or angle dozer: |  |  |  | |
| .1 | Up to and including 150 kW | 500 |  |  | |
| .2 | Over 150 kW to 200 kW | 400 |  |  | |
| .3 | Over 200 kW to 250 kW | 200 |  |  | |
| D303 | Tractor with ripper: |  |  |  | |
| .1 | Up to and including 200 kW | 400 |  |  | |
| .2 | Over 200 kW to 250 kW | 200 |  |  | |
| D304 | —etc.— |  |  |  | |
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| Total for Daywork: Contractor’s Equipment  (carried forward to Daywork Summary, p. ) | | | |  | |

Daywork Summary

|  |  |  |
| --- | --- | --- |
|  | *Amount*a  *( )* | *% Foreign* |
| 1. Total for Daywork: Labour |  |  |
| 2. Total for Daywork: Materials |  |  |
| 3. Total for Daywork: Contractor’s Equipment |  |  |
| Total for Daywork (Provisional Sum)  (carried forward to Bid Summary, p. ) |  |  |
| a. The Employer should insert local currency unit. | | |

Summary of Specified Provisional Sums

|  |  |  |  |
| --- | --- | --- | --- |
| *Bill no.* | *Item no.* | *Description* | *Amount* |
| 1 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 2 | 2.8 | Supply and install equipment in pumping station | 1,250,000 |
|  |  |  |  |
|  |  |  |  |
| 3 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 4 | 4.32 | Provide for ventilation system in subway tunnel | 3,500,000 |
|  |  |  |  |
|  |  |  |  |
| etc. |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total for Specified Provisional Sums  (carried forward to Grand Summary (B), p. ) | | | 4,750,000 |

Grand Summary

Contract Name:

Contract No.:

|  |  |  |
| --- | --- | --- |
| *General Summary* | *Page* | *Amount* |
| Bill No. 1: Preliminary Items |  |  |
| Bill No. 2: Earthworks |  |  |
| Bill No. 3: Drainage Structures |  |  |
| —etc.— |  |  |
| Subtotal of Bills | (A) |  |
| Total for Daywork (Provisional Sum) | (B) |  |
| Specified Provisional Sumsa included in subtotal of bills | (C) | 4,750,000b |
| Total of Bills Plus Provisional Sums (A + B + C) | (D) |  |
| Add Provisional Suma for Contingency Allowance | (E) | [sum]b |
| Bid Price (D + E) (Carried forward to Form of Bid) | (F) |  |
|  |  |  |
| a. All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Part I of the Conditions of Contract.  b. To be entered by the Employer. | | |

Technical Proposal

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Equipment**

**Others**

Technical Proposal - Site Organization

*[insert Site Organization information]*

Technical Proposal - Method Statement

*[insert Method Statement]*

Technical Proposal - Mobilization Schedule

*[insert Mobilization Schedule]*

Technical Proposal - Construction Schedule

*[insert Construction Schedule]*

Form EQU - Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

|  |  |  |
| --- | --- | --- |
| **Item of Equipment** | | |
| **Equipment Information** | **Name of manufacturer** | **Model and power rating** |
|  | **Capacity** | **Year of manufacture** |
| **Current Status** | **Current location** | |
|  | **Details of current commitments** | |
|  |  | |
| **Source** | **Indicate source of the equipment**  **o Owned o Rented o Leased o Specially manufactured** | |

Omit the following information for equipment owned by the Bidder.

|  |  |  |
| --- | --- | --- |
| **Owner** | **Name of owner** | |
|  | **Address of owner** | |
|  |  | |
|  | **Telephone** | **Contact name and title** |
|  | **Fax** | **Telex** |
| **Agreements** | **Details of rental / lease / manufacture agreements specific to the project** | |
|  |  | |
|  |  | |

Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

|  |  |
| --- | --- |
| **1.** | **Title of position\*** |
|  | **Name** |
| **2.** | **Title of position\*** |
|  | **Name** |
| **3.** | **Title of position\*** |
|  | **Name** |
| **4.** | **Title of position\*** |
|  | **Name** |

\*As listed in Section III (Evaluation and Qualification Criteria).

Form PER – 2: Resume of Proposed Personnel

|  |  |  |
| --- | --- | --- |
| **Position** | | |
| **Personnel information** | **Name** | **Date of birth** |
|  | **Professional qualifications** | |
| **Present employment** | **Name of employer** | |
|  | **Address of employer** | |
|  | **Telephone** | **Contact (manager / personnel officer)** |
|  | **Fax** | **E-mail** |
|  | **Job title** | **Years with present employer** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| From | To | Company / Project / Position / Relevant technical and management experience |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Bidders Qualification Following Prequalification

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification regarding

(a) Eligibility

(b) Pending Litigation

(c) Financial Situation

For this purpose, the Bidder shall use the relevant forms included in this Section.

**Form ELI - 1: Bidder Information Sheet**

|  |  |  |
| --- | --- | --- |
| Bidder Information | | |
| **Bidder’s legal name** |  |
| **In case of JV, legal name of each partner** |  |
| **Bidder’s country of constitution** |  |
| **Bidder’s year of constitution** |  |
| **Bidder’s legal address in country of constitution** |  |
| **Bidder’s authorized representative**  (name, address, telephone numbers, fax numbers, e-mail address) |  |
| **Attached are copies of the following original documents.**   * 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5.2 and 5.3. * 2. Authorization to represent the firm or JV named in above, in accordance with ITB 21.2. * 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 5.2. * 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 5.6. * 5. Attach Registration Certificate with the CIDB for the Bidder including those for the members of the Joint Venture, and for the joint venture, if applicable. | |

**Form ELI - 2: JV Information Sheet**

***Each member of a JV must fill in this form***

|  |  |
| --- | --- |
| JV / Specialist Subcontractor Information | |
| **Bidder’s legal name** |  |
| **JV Partner’s or Subcontractor’s legal name** |  |
| **JV Partner’s or Subcontractor’s country of constitution** |  |
| **JV Partner’s or Subcontractor’s year of constitution** |  |
| **JV Partner’s or Subcontractor’s legal address in country of constitution** |  |
| **JV Partner’s or Subcontractor’s authorized representative information**  **(name, address, telephone numbers, fax numbers, e-mail address)** |  |
| **Attached are copies of the following original documents.**   * 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5.2 and 5.3. * 2. Authorization to represent the firm named above, in accordance with ITB 21.2. * 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.6. | |

Form CON – 2: History of Non Performing Contracts

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

Bidder’s Legal Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Party Legal Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Page *\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_* pages

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Non-Performing Contracts in accordance with Section III, Qualification Criteria and  Requirements | | | | | | |
| 🞎 Contract non-performance did not occur during the \_\_\_\_ years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.  🞎 Contract(s) not performed during the \_\_\_\_ years specified in Section III, Qualification Criteria and Requirements, requirement 2.1 | | | | | | |
| **Year** | | **Non performed portion of contract** | | **Contract Identification** | | **Total Contract Amount (current value, US$ equivalent)** |
|  | |  | | Contract Identification:  Name of Employer:  Address of Employer:  Reason(s) for non performance: | |  |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | | | | |
| 🞎 No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2. | | | | | | |
| 🞎 Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below. | | | | | | |
| **Year** | **Outcome as Percentage of Total Assets** | | **Contract Identification** | | **Total Contract Amount (current value, US$ equivalent)** | |
|  |  | | Contract Identification:  Name of Employer:*]*  Address of Employer:  Matter in dispute: | |  | |
|  |  | |  | |  | |

**Form FIN - 1: Financial Situation**

***Each Bidder or member of a JV must fill in this form***

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Financial Data for Previous 3 Years [US$ Equivalent]** | | |
| **Year 1:** | **Year 2:** | **Year 3:** |

**Information from Balance Sheet**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Assets** |  |  |  |
| **Total Liabilities** |  |  |  |
| **Net Worth** |  |  |  |
| **Current Assets** |  |  |  |
| **Current Liabilities** |  |  |  |

**Information from Income Statement**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Revenues** |  |  |  |
| **Profits Before Taxes** |  |  |  |
| **Profits After Taxes** |  |  |  |
| * Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions. * All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies. * Historic financial statements must be audited by a certified accountant. * Historic financial statements must be complete, including all notes to the financial statements. * Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). | | | |

Form FIN-3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

Form FIN-4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of Contract | Employer’s **Contact Address, Tel, Fax** | **Value of Outstanding Work**  **[Current US$ Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [US$/month)]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  |  |  |  |  |  |

Bidders Qualification without prequalification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder’s Information Sheet

|  |  |  |
| --- | --- | --- |
| Bidder’s Information | | |
| **Bidder’s legal name** |  |
| **In case of JV, legal name of each partner** |  |
| **Bidder’s country of constitution** |  |
| **Bidder’s year of constitution** |  |
| **Bidder’s legal address in country of constitution** |  |
| **Bidder’s authorized representative**  (name, address, telephone numbers, fax numbers, e-mail address) |  |
| **Attached are copies of the following original documents.**   * 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5.2 and 54.2. * 2. Authorization to represent the firm or JV named in above, in accordance with ITB 21.2. * 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 5.2. * 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 5.6. * 5. Attach Registration Certificate with the CIDB for the Bidder including those for the members of the Joint Venture, and for the joint venture, if applicable | |

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

|  |  |
| --- | --- |
| JV / Specialist Subcontractor Information | |
| **Bidder’s legal name** |  |
| **JV Partner’s or Subcontractor’s legal name** |  |
| **JV Partner’s or Subcontractor’s country of constitution** |  |
| **JV Partner’s or Subcontractor’s year of constitution** |  |
| **JV Partner’s or Subcontractor’s legal address in country of constitution** |  |
| **JV Partner’s or Subcontractor’s authorized representative information**  (name, address, telephone numbers, fax numbers, e-mail address) |  |
| **Attached are copies of the following original documents.**   * 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5.2 and 5.3. * 2. Authorization to represent the firm named above, in accordance with ITB 21.2. * 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 5.6. | |

**Form CON – 2**

History of Non Performing Contracts

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

Bidder’s Legal Name: *[insert full name]* Date: *[insert day, month, year]*Joint Venture Party Legal Name:*[insert* *full name]* ICB No. and title: *[insert ICB number and title]*

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Non-Performing Contracts in accordance with Section III, Qualification Criteria and  Requirements | | | | | | |
| 🞎 Contract non-performance did not occur during the \_\_\_\_ years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.  🞎 Contract(s) not performed during the \_\_\_\_ years specified in Section III, Qualification Criteria and Requirements, requirement 2.1 | | | | | | |
| **Year** | | **Non performed portion of contract** | | **Contract Identification** | | **Total Contract Amount (current value, US$ equivalent)** |
|  | |  | | Contract Identification:  Name of Employer:  Address of Employer:  Reason(s) for non performance: | |  |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | | | | |
| 🞎 No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.2 | | | | | | |
| 🞎 Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.2 as indicated below. | | | | | | |
| **Year** | **Outcome as Percentage of Total Assets** | | **Contract Identification** | | **Total Contract Amount (current value, US$ equivalent)** | |
| *[insert year]* | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]* | | *[insert amount]* | |
|  |  | |  | |  | |

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Financial Data for Previous 3 Years [US$ Equivalent]** | | |
| **Year 1:** | **Year 2:** | **Year 3:** |

**Information from Balance Sheet**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Assets** |  |  |  |
| **Total Liabilities** |  |  |  |
| **Net Worth** |  |  |  |
| **Current Assets** |  |  |  |
| **Current Liabilities** |  |  |  |

**Information from Income Statement**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Revenues** |  |  |  |
| **Profits Before Taxes** |  |  |  |
| **Profits After Taxes** |  |  |  |
| * Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions. * All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies. * Historic financial statements must be audited by a certified accountant. * Historic financial statements must be complete, including all notes to the financial statements. * Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). | | | |

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |
| --- |
| **Current Contract Commitments** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of Contract | Employer’s **Contact Address, Tel, Fax** | **Value of Outstanding Work**  **[Current US$ Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [US$/month)]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  |  |  |  |  |  |

Form EXP – 2(a): Specific Construction Experience

Fill up one (1) form per contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract of Similar Size and Nature** | | | |
| **Contract No . . . . . . of . . . . . .** | **Contract Identification** |  | |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | **Contractor** | **Management Contractor** | **Subcontractor** |
| **Total Contract Amount** | **US$** | | |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** | |
| **Employer’s Name**  **Address**  **Telephone/Fax Number**  **E-mail** |  | | |
| **Description of the similarity in accordance with Criteria 2.4.2(a) of Section III** | | | |
|  |  | | |

Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract with Similar Key Activities** | | | |
| **Contract No . . . . . . of . . . . . .** | **Contract Identification** |  | |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | * **Contractor** | * **Management Contractor** | * **Subcontractor** |
| **Total Contract Amount** | **US$** | | |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** | |
| **Employer’s Name**  **Address**  **Telephone Number**  **Fax Number**  **E-mail** |  | | |
| **Description of the key activities in accordance with Criteria 2.4.2(b) of Section III** | | | |
|  |  | | |

|  |
| --- |
| Form of Bid Security |

**(Bank/Insurance Guarantee)**

*............................................Bank/Insurance’s Name and Address of issuing Branch or Office............................................................*

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

**Date:** ..................................................................................................................................

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

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

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

At the request of the Bidder, we ..................................*name of Bank/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...................)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) has refused to accept a correction of an error appearing on the face of the Bid; or

(c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Bidders.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas bidders only).

.......................................................Bank/Insurance’s seal and authorized signature(s)..........................................

Part 2 – Works Requirements

Section V. Works Requirements - Specification

Notes for Preparing Technical Specifications

These **Notes for Preparing Technical Specifications** are intended only as information for the Employer or the person drafting the bidding documents. They should **not** be included in the final documents.

Precise and clear Specifications are a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the Permanent Works, the extent of his obligations must be stated. (See GCC Sub-Clause 4.1 Contractor’s General Obligations.)

Samples of Specifications from previous similar projects in the same country are useful in this respect. The metric units should be used. Most Specifications are normally written specially by the Employer or Engineer to suit the contracts for Works in hand. There are no standard Specifications for universal application in all sectors in all countries, but there are established principles and practices that are reflected in these documents.

Notwithstanding that these SBD LCW and the corresponding Conditions of Contract are recommended only for Civil Works, under which the usual arrangements is that the Contractor constructs the works in accordance with the design provided by the Employer, the works may include a few elements of Contractor-designed civil, mechanical, electrical and/or construction works. However, these SBD LCW are not recommended for “Design and Build” contracts when appropriate clauses are required.

There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Republic of Mauritius or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure substantially equal performance, as the standards mentioned, will also be acceptable.

Specific minimum requirements for “social clauses” (common collective name for provisions under Sub-Clauses 6.1 through 6.11 of the General Conditions), are to be detailed as part of the Specifications at a level equivalent to the local norms, if they exist and at a level according to the country’s regulations, or to minimum requirements when no local regulations exist. The following clause may be inserted in the Particular Conditions or the Specification:

***Sample Clause: Equivalency of Standards and Codes***

*Wherever reference is made in the Contract to specific standards and codes to be met by the materials, Plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be accepted subject to the Engineer’s prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer’s approval. In the event the Engineer determines that such proposed deviations do not ensure substantially equal performance, the Contractor shall comply with the standards specified in the documents.*

**Alternative Technical Proposals**

Employers should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in the bidding documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential bidders. For example:

• pile foundations (proprietary methods and different material)

• bridge foundations (open well, caissons, piles, etc.)

• columns, beams, decking (reinforced concrete, prestressed concrete, steel, etc.)

• proprietary methods for post-tensioning concrete

• lining of canals

• pipeline materials, coating, jointing

• road surfacing (asphalt, concrete, etc.)

• transmission tower design and erection

• street lighting

• offshore foundations

• offshore trestle spans

The Employer should provide a description of the selected parts of the Works with appropriate references to Drawings, Specifications, Bill of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer, each on its own merits and independently of whether the bidder has priced the item as described in the Employer’s design included with the bidding documents.

In more complex cases, a “turnkey” or “design-and-construct” approach may be more appropriate, in which cases a two-stage bidding process is recommended in conformity with other Standard Bidding Documents.

These **Notes for Preparing Technical Specifications** are intended only as information for the Employer or the person drafting the bidding documents. They should **not** be included in the final documents.

Drawings

***-- Note --***

It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the Contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are rendered illegible.

A simplified map showing the location of the Site in relation to the local geography, including major roads, posts, airports, and railroads, is helpful.

The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and to price the Bill of Quantities.

Supplementary Information

Part 3 – Conditions of Contract and Contract Forms

The Conditions of Contract comprise two parts:

1. **General Conditions** – GC- (Section VI of this document), and
2. **Particular Conditions** – PC - (Section VII of this document).

The General Conditions shall be as per FIDIC Conditions of Contract for Construction for Buildings and Engineering works designed by the Employer - First Edition 1999. It shall also include the Appendix in respect of General Conditions of Dispute adjudication Agreement

The Conditions of Contract are for an ad measurement (unit price or unit rate) type of contract and cannot be used without major modifications for other types of contract.

Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions. A number of such Particular Conditions, applicable to the above Conditions of Contract, are included in Section VII.

The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economical prices.

The Particular Conditions take precedence over the General Conditions—see Sub-Clause 1.5, Priority of Documents, in the General Conditions.

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project, and the Works. It is good practice to have a list of tax and custom regulations applicable in the country, to be provided as non-binding general information, attached to the Bidding Documents.

Part A, the Contract Data of the PC, includes data to complement GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC, consists of a set of sample provisions for use by the Employer in preparing the PC. **They are not a complete standard set of PC provisions**.

Whoever drafts the PC should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. Note that the **PC provisions take precedence over those in the GC**.

Clause numbers in the PC correspond to those in the GC.

Section VI. General Conditions

Refer to FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer- First Edition 1999.

N.B: Tender shall mean Bid and vice versa

Section VII. Particular Conditions

The PC complement the GC to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project, and the Works. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A, Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, Specific Provisions of the PC are sample provisions for use by the Employer in preparing the PC. They are not a complete standard set of PC provisions;

Note that the PC provisions take precedence over those in the GC.

Clause numbers in the PC correspond to those in the GC.

Part A - Contract Data

***[The Employer should insert relevant data prior to the issue of the bidding document. Where a number of days is to be inserted it is desirable for the number to be a multiple of seven for consistency with the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.]***

**Input of Information to be completed by Bidder (bold) or Employer (***italic***)**

|  |  |  |
| --- | --- | --- |
| **Conditions** | Ref. GC | **Data** |
| **Employer’s name and address** | 1.1.2.2 & 1.3 |  |
| **Engineer’s name and address** | 1.1.2.4 & 1.3 |  |
| **Bank’s /Financing Agency’s name** | 1.1.2.11 |  |
| **Public Body’s name** | 1.1.2.12 |  |
| **Time for Completion** | 1.1.3.3 | . . . . . days  [ ... *insert the time for completion of the whole of the Works and also the time for completion of sections, if applicable. If times (or dates) are to be specified for various sections of the Works, they should be listed here ...* ] |
| **Defects Notification Period** | 1.1.3.7 | 365 days. |
| **Sections** | 1.1.5.6 | [*If sections are used, refer to table Summary of Sections of the Works given below*] |
| **Electronic transmission systems** | 1.3 | [ *... insert Electronic transmission systems...* ] |
| **Governing Law** | 1.4 | Laws of Mauritius |
| **Ruling language** | 1.4 | English |
| **Language for communications** | 1.4 | English |
| **Time for access to the Site** | 2.1 | days after Commencement Date |
| **Engineer’s Duties and Authority** | 3.1(b)(ii) | Variations resulting in an increase of the Accepted Contract Amount in excess of\_\_\_\_% shall require approval of the Employer. |
| **Performance Security** | 4.2(i) | The Performance Security will be in the form of an unconditional Bank/Insurance guarantee in the amount(s) of *[insert related figure(s)] percent of the Contract Price.]* |
| **Preference Security** | 4.2(ii) | The Preference Security will be in the form of a Bank/Insurance Guarantee for International Bidding for an Amount and in the same currency (ies) of the Accepted Contract Amount. |
| **Normal working hours** | 6.5 | [ *… insert the normal working hours*] |
| **Delay damages for the Works** | 8.7 & 14.15(b) | *[insert percentage per day such that the maximum amount of delay damages is attained as a result of a delay of about one third of the Time for Completion ]*  % of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable. |
| **Maximum amount of delay damages** | 8.7 | [*insert percentage not exceeding 10]* % of the final Contract Price. |
| **Provisional Sums** | 13.5.(b)(ii) | \_\_\_\_\_\_\_% [*If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums*] |
| **Adjustments for Changes in Cost; Table(s) of Adjustment Data** | 13.8 | Period “n” applicable to the adjustment multiplier “Pn”: \_\_\_\_\_\_\_\_\_\_  *[Insert the period if different from one (1) month; if period “n” is one (1) month, leave blank]* |
| **Total advance payment** | 14.2 | \_\_\_\_\_\_\_% of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable  [*Insert percentage, number and timing of installments if applicable*] |
| **Repayment amortization of advance payment** | 14.2(b) | \_\_\_\_\_\_\_%  [*Insert percentage of amortization rate, stating that repayment will begin when amount of work certified by the Engineer attains 30% of the Contract Price]* |
| **Percentage of Retention** | 14.3 | \_\_\_\_\_\_\_% [*Insert percentage of retention, not exceeding 10]* |
| **Limit of Retention Money** | 14.3 | \_\_\_\_\_\_\_% of the Accepted Contract Amount [*Insert percentage of limit of retention, usually 5 and not exceeding 10]* |
| **Plant and Materials** | 14.5(b)(i) | If Sub-Clause 14.5 applies:  Plant and Materials for payment when shipped en route to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_[*list*]. |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*list*]. |
| **Minimum Amount of Interim Payment Certificates** | 14.6 | % of the Accepted Contract Amount.  [*Insert percentage, which may depend on the contract amount and time for completion; a minimum of about one fifth the average expected value of Interim Payment Certificate would be reasonable]* |
| **Maximum total liability of the Contractor to the Employer** | 17.6 | *[Select one of the two options below as appropriate]*  The product of*\_\_\_\_\_\_\_\_\_\_\_\_\_[insert a multiplier less or greater than one]* times the Accepted Contract Amount,  or  the Accepted Contract Amount |
| **Periods for submission of insurance:**  **a. evidence of insurance.**  **b. relevant policies** | 18.1 | *[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days]*  \_\_\_\_\_days  \_\_\_\_\_days |
| **Maximum amount of deductibles for insurance of the Employer's risks** | 18.2(d) | *[insert maximum amount of deductibles; about 5000 US$s equivalent would be reasonable]* |
| **Minimum amount of third party insurance** | 18.3 | *[insert minimum amount of third party insurance; this minimum amount per occurrence should be commensurate with the risk of damage specific to the Contract]* |
| **Date by which the DAB shall be appointed** | 20.2 | 28 days after the Commencement |
| **Composition of DAB** | 20.2 | *insert either* "One sole Member" *or* "Three Members" |
| **List of potential DB sole members** | 20.2 | *[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: “none”]* |
| **Appointment (if not agreed) to be made by** | 20.3 | *[Insert name of the appointing entity or official]* |
| **Rules of arbitration** | 20.6(a) | *[Insert rules of arbitration if different from those of the International Chamber of Commerce]* |

Summary of Sections of the Works

|  |  |  |
| --- | --- | --- |
| **Section Name/Description**  **(Sub-Clause 1.1.5.6)** | **Time for Completion**  **(Sub-Clause 1.1.3.3)** | **Damages for Delay**  **(Sub-Clause 8.7)** |
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Part B - Specific Provisions

**[Specific Provisions of the PC are intended to address contract specific requirements not covered by the GC. Whoever drafts the Specific Provisions should be thoroughly familiar with the provisions of the GC and with any specific requirements of the contract. Legal advice is recommended when amending provisions or drafting new ones. ]**

*[These sample clauses have been reproduced from a Bidding Document of the Road Development Authority, Mauritius. They are meant to be only an indication on the manner in which the specific provisions may be drafted].*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sub – Clause 1.3**  **Communications** | | For the purposes of this Sub-Clause the respective addresses are as follows:   |  |  | | --- | --- | | **Employer :** | \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  Fax : \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  Email: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ | | **Engineer:** | \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  Fax : \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  Email: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ | | **Contractor:** | \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  Fax : \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  Email: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ | | |
| **Sub – Clause 1.5 Priority of Documents** | | The documents forming the Contract to be in the following priorities: (a) the Contract Agreement (if any), (b) the Letter of Acceptance and any correspondances with the Contractor prior to acceptance, (c) the Letter of Tender, (d) the Particular Conditions- Part A, (e) the Particular Conditions – Part B, (f) these General Conditions, (g) the Specifications, (h) the drawings, and (i) the schedules and any other documents forming part of the contract.  To add after the above list: “The priced Bill of Quantities, the priced List of Prices and the Performance Security form part of the Contract”. | |
| **Sub-clause 1.12** | | To add:  The two parties shall treat the contents of this contract as confidential details. 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 details as confidential and safeguard it accordingly; and(b) not disclose the other Party's Confidential details to any other person without the owner's prior written consent. | |
| **Sub-Clause 1.13 Compliance with laws** | | Add the following paragraph:  (c) The Contractor shall acquaint himself and comply with all regulations in respect of import of plant and equipment, materials, fiscal taxes, custom duties, registration duties, transfer of capital etc., also all regulations regarding the employment of his labour force, staff and other personnel, as well as the provisions of the Environment Protection act of 1991.  No claim by the Contractor for additional payment will be entertained by the Employer on the grounds of any misunderstanding or misinterpretation in respect of any such matter or otherwise. | |
| **Sub-Clause 3.1 Engineer’s Duties and Authority** | | Notwithstanding the provisions under Sub-Clause 3.1 of the GC, the Engineer shall obtain the specific approval of the Employer before taking any of the following actions:  (a) consenting to the subletting of any part of the Works under  Clause 4;  (b) certifying additional cost determined under Clause 12;  (c) determining an extension of time under Clause 8;  (d) issuing a variation order under Clause 13.1, except in an emergency situation, as reasonably determined by the Engineer; or  (e) fixing rates or prices under Clause 14. | |
| **Sub-Clause 3.3 Instructions of the Engineer**  **Sub-Clause 4.2(ii)**  **Sub-Clause 4.2(iii)** | | The Engineer’s written instructions are to be dated, numbered and registered.  Before the start of works the Contractor must check all the documents submitted and notify the Engineer of any errors, omissions, or contradictions therein.  If in the opinion of the Contractor an instruction goes beyond his contractual obligations and which may give rise to claims, he shall give notice to the Engineer within a period of seven days, following the date of issue of the instruction. Beyond that period of seven days, no claim shall be accepted. Such claim shall not suspend the execution of the written instructions unless the Engineer instructs otherwise.  Where the Contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:   1. in the execution of the contract, fulfill its obligation of maintaining local manpower for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and 2. concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect. 3. For contracts above Rs 100M, the selected bidder having benefitted from the application of the Margin of Preference for employment of local manpower shall submit a preference security in the form of a bank/insurance guarantee from a local bank or insurance company. 4. For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank/insurance guarantee at the selected bidder’s option. 5. The preference security shall serve as a guarantee for the contractor to fulfill its obligation to employ local manpower for 80 % or more of the total man-days deployed for the execution of the works. 6. The amount for the preference security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract if the said Margin of Preference was not applicable. 7. The preference security shall be valid until the Contractor has completed the Works and a Performance Certificate Certificate has been issued by the Employer’s Representative as per sub-clause 11.9. 8. The cost of providing the security shall be borne by the Contractor.   Where a preference security is applicable:   1. the Employer’s Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower. 2. the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer’s Representative. 3. the Employer’s and Contractor’s representatives shall consult each other to ensure that the Contractor’s obligation towards local manpower employment is met during the works execution. 4. At the time of works completion, the Contractor shall submit a certified audit report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.   (e) The preference security shall be forfeited by the Employer in case of failure on the part of the Contractor to employ at least 80 % of the local manpoitigationwer in the execution of the works and the contractor may be subject to disqualification. | |
| **Sub – Clause 4.4 Subcontractors** | | To add after the first sentence that sub-Clause 1.12 with respect to confidential details is also applicable to its sub-contractors.  Notwithstanding other provisions under Sub-Clause 4.4, the contractor shall not sub contract more than …… % of the works.  The Contractor, when making application for subcontracting any parts of the works, for which the Subcontractor is not already named in the Contract, or for replacing a named Subcontractor, shall submit a list of Subcontractors for approval by the Employer, at least four weeks before the Subcontractors are due to start works. Rejection of such application by the Engineer shall not entitle the Contractor to any claim whatsoever.  The Employer will have two (2) weeks to consent or disagree with the list. | |
| **Sub – Clause 4.8  Safety Procedures** | | Add the following paragraphs:  (f) Provide beacons, flashing lamps, diversion signs, warning signs, lamps of sufficient strength on the site to ensure the safety of all users.  Notwithstanding other provisions under the sub clause, add the following:  The Contractor shall be absolutely and solely responsible for the safety and security of Temporary Works including (but not limited to) all work yard, pilings, staging, dams, coffer dams, trenches, fencing or other works and for the plant in connection therewith which may be erected or provided for the carrying out of the Contract and for the execution of the Works.  This provision shall be applicable to all Temporary Works and Constructional Plant whenever provided and erected by the Contractor or his subcontractors for the pur­pose of or in connection with the Works.  Examination by the Engineer of the Contractors' or his subcontractors' Temporary Works or the drawings connected therewith shall not absolve the Contractor from any liability imposed upon him by the provisions of the Contract.  The entire cost of installing warning signs on the Site is to be borne by the Contractor. During the execution of the works he shall be responsible for any accident or damage done to a third party resulting from his equipment or mistakes or omissions of warning signs. | |
| **Sub – Clause 4.10**  **Site Data** | | Notwithstanding other provisions under the sub-clause, add the following:  The Contractor shall also be deemed to have satisfied himself of the following:  - the general conditions for carrying out the Works, and in particular the equipment necessary for the proper execution of the works,  - the location of the Works,  - the physical conditions of the site, the soil type, natural drainage  - local traffic conditions  - meteorological and climatic conditions, possibility of flooding by rivers, depth of the water table, tidal movements and sea waves, the wind velocity, etc.,  - conditions governing the import of plants and equipment,  - local conditions especially those concerning supply of materials, such as aggregates, cement, etc.,  - means of communications and transport,  - supply of electricity, water, fuel, etc.,  - availability of manpower,  - laws and regulations governing the employment of foreign labour,  - all the constraints imposed by the social, monetary and customs legislation in force in Mauritius,  - all circumstances likely to have a bearing on the execution of the Works or on its costs.  The Contractor shall be fully responsible for obtaining the necessary information and its interpretation.  Information, if any, supplied to the Contractor concerning the geotechnical characteristics of the Site and its surroundings is in no way binding. The Contractor must not assume that exhaustive investigations have been done on the nature of the Site; he must carry out his own investigation work any time he considers it necessary for the proper execution of the Works and at his own cost. | |
| **Sub – Clause 4.12 Unforeseeable Physical Conditions** | | Add the following paragraph:  Except as otherwise specified, the Contractor shall be responsible for dealing with water, whether from existing drainage systems, watercourses, underground springs or any other source or cause. In discharging and diverting water, he shall avoid flooding or damaging other works or services, causing erosion and/or pollution of watercourses. In addition, the Contractor shall take appropriate steps to prevent soil erosion and keep the site and borrow areas free from flooding. | |
| **Sub-Clause 4.14 Avoidance of Interference** | | Add the following paragraph:  The Contractor shall provide and maintain all detours, temporary roads including any temporary drainage measures, barriers, warning and guide signs, temporary traffic lights, and any other road equipment at all hours during day and night.  He shall within 28 days following the order to proceed with the works, submit a detailed stage programme showing all arrangements to be taken to ensure a smooth and safe traffic flow. The Contractor shall liaise with the appropriate Authorities in the application of this Clause. No claim for any damage caused by the traffic will be entertained by the Employer.  The Contractor shall be responsible for ensuring the safety of all persons and property on the site. When existing fences and gates have to be removed or altered for the proper execution of the Works, the Contractor shall erect temporary fencing and gates and, if required, provide watchmen, provided always that the fences or gates referred to have not been the subject of a negotiated agreement for compensation whereby the owner or tenant has been made responsible for such removal or alteration.  The Contractor shall ensure that no fence or gate, except where these are required to be removed or altered for the proper execution of the Works, is damaged and that no gates are left open which may constitute a potential hazard. | |
| **Sub-Clause 4.15 Access Route** | | Add the following paragraphs:  Should it be found necessary for the Contractor to move one or more loads of materials, Constructional Plant, machinery, Contractor’s Equipment or Temporary Works, or preconstructed units or parts of units of work over part of a road, highway or bridge, the moving whereof is likely to damage any road, highway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load to such road, highway or bridge give notice to the Engineer or Engineer’s representative of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said road, highway or bridge.  Unless within fourteen days of the receipt of such notice the Engineer shall by counter-notice, direct that such protection or strengthening is unnecessary, then the Contractor will carry out such proposals or any modification thereof that the Engineer shall require. All expenses incurred, as a result of this protection or strengthening shall be borne by the Contractor.  If in spite of the precautions taken in accordance with Sub-clause 30.1 and this Clause, damage or injury is caused to the roads, highways or bridges, as a result of their use by the Contractor, he shall upon written notice from the Engineer reinstate the Works at his own costs to the satisfaction of the Engineer. | |
| **Sub-Clause 4.17 Contractor’s Equipment** | | Add the following paragraph:  The expression “Contractor’s Equipment” shall be deemed to exclude vehicles engaged in transporting any plants, equipment or materials to or from the Site. | |
| **Sub-Clause 4.17.1 Hired Plant and Essential Hired Plant** | | Additional Sub-Clause to be added after Sub-Clause 4.17   1. The expression “Hired Plant” shall mean any Contractor’s Equipment, Temporary Works and materials for Temporary Works held by the Contractor under any agreement of hire thereof. 2. The expression “Agreement for Hire” shall be deemed not to include an agreement for hire purchase. 3. The expression “Hire Purchase Plant” shall mean Contractor’s Equipment, Temporary Works and materials for Temporary works held by the Contractor under an agreement for hire purchase thereof. 4. The expression “Essential Hired Plant” shall mean all of the Contractor’s Equipment, Temporary Works and materials for Temporary Works the withdrawal of which in the event of a forfeiture under Clause 15 hereof might endanger the safety or stability of or result in serious disturbance to the execution of any part of the Works and which are held by the Contractor under any agreement for hire thereof. 5. With a view to securing in the event of a forfeiture under sub-clause 15 hereof, the continued availability (for the purpose of executing the Works) of any Essential Hired Plant, the Contractor shall not bring on to the Site any Essential Hired Plant unless the agreement for hire thereof contains a provision that the owner thereof will on request in writing made by the Engineer within seven days after the date on which such forfeiture has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date hire such Essential Hired Plant to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other Contractor employed by him for the purpose of completing the works under the terms of the said Sub-Clause 15. | |
| **Sub-Clause 4.17.2**  **Cost for purposes of Sub – Clause 4.17.1** | | Additional Sub-Clause to be added after Sub-Clause 4.17.1  In the event of the Employer entering into any agreement for hire of Essential Hired Plant pursuant to the provisions of Sub-Clause 4.17.1 all sums properly paid by the Employer under the provisions of any agreement and all expenses incurred by him (including stamp duties) in entering into such agreement shall be deemed for the purpose of Sub-clause 16 hereof to be part of the cost of completing the Works. | |
| **Sub-Clause 4.17.3 Contractor’s Certificates as to Hiring Provisions** | | Additional Sub-Clause to be added after Sub-Clause 4.17.2  The Contractor shall on request made by the Engineer at the time in relation to any item of Essential Hired Plant forthwith notify to the Engineer in writing the name and address of the owner thereof and shall certify that the agreement for the hire thereof contained a provision in accordance with the requirements of Sub-clause 4.17.1.  The Contractor, shall also upon request as aforesaid give a like notification (but without certificate) in regard to any Hire Purchase Plant. | |
| **Sub-Clause 4.17.4**  **Hire Purchase Payments by Employer** | | Additional Sub-Clause to be added after Sub-Clause 4.17.3  The Employer shall, in order to avoid seizure by the owner of any Hire Purchase Plant, be entitled to pay to such owner the amount of any overdue installments or other sum payable under any agreement for hire purchase and in the event of his doing so any amount so paid by him shall be a debt due from the Contractor to the Employer and may be deducted by the Employer from any monies due or that may become due to the Contractor under the contract or may be recovered by the Employer from the Contractor at Law. | |
| **Sub-Clause 4.17.5**  **Irremovability of Plant** | | Additional Sub-Clause to be added after sub-clause 4.17.4  Notwithstanding other provisions under sub – clause 4.17, no Contractor’s Equipment, Temporary Works or materials or any part thereof (except Hire Plant) shall be removed from the Site without the written consent of the Engineer whose consent shall not be unreasonably withheld where the same is no longer immediately required for the purposes of completion of the Works but the Employer will permit the Contractor the exclusive use of all the equipment, temporary works and materials for the completion of the Works until the occurrence of any event which gives the Employer the right to exclude the Contractor from the site and proceed with the completion of the Works. | |
| **Sub-Clause 4.17.6**  **Liability for Loss or Injury to Plant** | | Additional Sub-Clause to be added after Sub-Clause 4.17.5  The Employer shall not at any time be liable for the loss of or injury of the Contractor’s Equipment, Temporary Works or materials which have deemed to become the property to the Employer under Sub-Clause 4.17.2 of this Sub-clause, save as mentioned in Sub-Clause 4.4 and Sub-Clause 18. | |
| **Sub-Clause 4.17.7**  **Incorporation of Clause in Subcontracts** | | Additional Sub-Clause to be added after Sub-Clause 4.17.6  The Contractor, shall when entering into any sub-contract for the execution of any part of the Works incorporate in such sub-contract (by reference or otherwise) the provisions of this Sub-Clause in relation to any Contractor’s Equipment, Temporary Works and materials Essential Hired Plant, Hired Plant and Hire Purchase Plant brought to the Site by the Subcontractor. | |
| **Sub-Clause 4.17.8**  **Removal of Plant** | | Additional Sub-Clause to be added after Sub-Clause 4.17.7  Upon completion of the Works, the Contractor shall remove from the Site all the ‘said’ Contractor’s Equipment and Temporary Works remaining thereon and any unused materials provided by the Contractor. | |
| **Sub-Clause 4.17.9**  **Taxation and Custom Duties on Materials** | | Additional Sub-Clause to be added after Sub-Clause 4.17.8  All materials, plant and equipment to be incorporated in or used in the execution of the works, with the exception of Value Added Tax, shall be inclusive of all duties, levies and taxes payable under the laws and regulations in force in the Republic of Mauritius. | |
| **Sub-Clause 4.17.10**  **Payment of Taxes, Duties etc.** | | Additional Sub-Clause to be added after Sub-Clause 4.17.9  The contractor shall be responsible for payment of all taxes, duties and other charges imposed outside Mauritius and he shall also be responsible for all payment of local taxation including custom duties, business and other taxes in accordance with the local laws and regulation on all plant, materials and supplies. | |
| **Sub – Clause 4.18 Protection of the Environment** | | Add the following paragraph:  The entire cost for meeting the provision of this sub-clause is to be borne by the Contractor. During the execution of the works he shall be responsible for any accident or damage done to a third party resulting from non-compliance of this subclause. | |
| **Sub – Clause 4.21 Progress Reports** | | Add the following paragraphs:  (1) Site Diary  On a site diary, the Contractor shall provide the following information on a daily basis:  (a) List of equipment and plant on site with details on working conditions, breakdowns, etc.  (b) List of labour and personnel  In the site diary will also be written:  (a) instructions and comments of the Engineer  (b) replies from the Contractor.  The site diary shall be kept in the Engineer’s Office. At the end of each day of work it shall be signed by the Contractor who may then have a copy.  (2) Progress Report  The Contractor is to cooperate with the Engineer in drawing up his monthly progress reports.  The report is to show how much work has been done, the materials incorporated, the materials supplied and the extent of the completed works or under construction. The report shall include photographs and sketches or drawings necessary to provide all the necessary information regarding the progress of the Works.  The Contractor shall submit to the Engineer a written report on the cause of any delay in the execution of the Works and propose measures to remedy the situation.  (3) Photographs  The Contractor shall, at his own expense, provide the Engineer with a complete set of photographs including electronic copies for the different stages of construction at all times and as directed by the Engineer. | |
| **Sub – Clause 4.22 Security of the Site** | | Add the following paragraphs:  The entire cost for meeting the provision of this sub-clause is to be borne by the Contractor. During the execution of the works he shall be responsible for any accident or damage done to a third party resulting from non-compliance of this subclause. | |
| **Sub – Clause 4.23**  **Contractor’s Operations on Site** | | Add the following paragraphs:  The Contractor shall reinstate all properties whether public or private, which are damaged in consequence of the construction and maintenance of the Works to a condition as specified and at least equal to that existing before his first entry on them.  If in the opinion of the Engineer, the Contractor shall have failed to take reasonable and prompt action to discharge his obligations in the manner of reinstatement, the Engineer will inform the Contractor in writing of his opinion, in which circumstances the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or which shall become due from the Employer to the Contractor. | |
| **Sub-Clause 4.25 Protection of Existing Works and Services** | | Additional Sub-Clause to be added after Sub-Clause 4.24:  The Contractor shall acquaint himself with the position of all existing services, such as surface water drains, cables for electricity and telephone, telephone and lighting poles, water mains, and the like before commencing any excavation or other work likely to affect the existing services.  Where work is to be carried out in the vicinity of overhead power lines, the Contractor shall ensure that all persons working in such areas are aware of the relatively large distance that high voltage electricity can "short" to earth when crane, or other large masses of steel, are in the vicinity of power lines. The Contractor's attention is drawn to B.S. 162 which gives safe clearance for the various voltages.  The Contractor shall be held responsible for injury to existing works or services, and shall indemnify the Employer against any claims in this respect (including consequential damages). The Contractor shall be responsible for the reinstatement of the services so affected.  In all cases where such works or services are exposed, they shall be properly shored, hung up or otherwise protected. Special care must be exercised in filling and compacting the ground under mains, cable, etc., and to leave uncovered exposed water meters, stopcock boxes and similar items.  Installations adjacent to the Works shall be kept securely in place until the work is completed and shall then be made as safe and permanent as before.  Notwithstanding the foregoing requirements, and without reducing the Contractor's responsibility, the Contractor shall inform the Engineer immediately if any existing works or services are located, exposed or damaged. | |
| **Sub-Clause 4.26 Diversion of Existing Services** | | Additional Sub-Clause to be added after Sub-Clause 4.24:  The Contractor shall be responsible for arranging for the moving of or alterations to services such as power and telephone lines, water mains, sewers and surface water drains, which are affected by the Works. The arrangements for such moving or alteration shall be subject to the agreement of the Engineer. | |
| **Sub-Clause 4.27 Protection of Survey Beacons** | | The Contractor shall not remove, damage, alter or destroy in any way plot beacons. Should the Contractor consider that any beacon will be interfered with by the Work he shall notify the Engineer who, if he considers it necessary, will make arrangements for the removal and replacement of the beacons. | |
| **Sub-Clause 4.28**  **Importation and Use of Dangerous Materials** | | Additional Sub-Clause to be added after Sub-Clause 4.27  The Contractor and his subcontractor shall in the conveyance, handling, storage and use of all dangerous materials such as petroleum, acetylene, oxygen, calcium carbide, radio-active materials, etc., comply with and adhere strictly to all Statutes, Statutory Orders, Regulations or Instructions which are in force in Mauritius or which may from to time be issued by the Government or any Department thereof.  **No explosives of any kind shall be used for the execution of the works** | |
| **Sub-Clause 4.29**  **Integrity Clause** | | Additional Sub-Clause to be added after Sub-Clause 4.28  The Contractor shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.  Transgression of the above is a serious offence and appropriate actions will be taken against such contractor. | |
| **Sub – Clause 6.1**  **Engagement of Staff and Labour** | | Add the following paragraph:  (a) The 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 employees and employers in the trade concerned;  (ii) by arbitration awards; or  (iii) by Remuneration Orders.  (b) 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 shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.  (c) The Contractor shall prferably employ only ***[public body to amend as appropriate]*** Mauritians (which include inhabitants of Rodrigues) as unskilled labour. The Contractor is also encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Republic of Mauritius (which includes the island of Rodrigues). | |
| **Sub – Clause 6.5**  **Working Hours** | | Add the following paragraphs:  The Engineer’s normal working hours shall be defined as 8.30hrs to 16.30 hrs on weekdays with Saturday and Sunday set aside for rest.  If the Contractor wishes to execute permanent work outside these hours, he shall obtain the written permission of the Engineer at least one full working day in advance to enable the Engineer to make provision for supervision of such work. The Contractor shall not be permitted to work during the hours of darkness, except with the written permission of the Engineer.  Should the Contractor be allowed or instructed by the Employer/Engineer to work at night, he shall not be entitled to any additional payment.  Should the Contractor be allowed or instructed by the Employer/Engineer to work at night, he shall do so in such a way so as not to cause disturbance to inhabitants or establishments adjoining the site.  Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. | |
| **Sub Clause 6.10 Records of Contractor’s Personnel and Equipment** | | Replace ‘each calendar month’ in fourth line by ‘every fortnight’ | |
| **Sub-Clause 6.23**  **Trade Union Membership** | | Additional Sub-Clause to be added after Sub-Clause 6.22  The Contractor shall recognize the freedom of his workers to be members of registered trade unions. | |
| **Sub-Clause 6.24**  **Copy of Clause to be Displayed** | | Additional Sub-Clause to be added after Sub-Clause 6.23  The Contractor shall, at all times during the Contract Period, display for the information of his work people in any factory, workshop or place occupied or used by him for the execution of the Contract, a copy of these Sub-clauses 6.1 to 6.31. | |
| **Sub-Clause 6.25**  **Conditions of Labour** | | Additional Sub-Clause to be added after Sub-Clause 6.24  The Contractor shall certify, within eight days of his being required to do by the Engineer that to the best of his knowledge and belief the wages, hours of work and conditions of labour of all workers employed by him in the trade or industry in which he is offering himself as a Contractor are fair and reasonable having regard to the provisions set out in Sub-clause of 6.1 of this Clause. | |
| **Sub-Clause 6.26**  **Wage Books and Time Sheets** | | Additional Sub-Clause to be added after Sub-Clause 6.25  The Contractor shall keep proper wages books and time sheets showing the wages paid to and time worked by the workers in and about the execution of the Contract and he shall be bound whenever required to produce such wages books and time sheets for the inspection of any person authorized by the Permanent Secretary of the Ministry of Labour and Industrial Relations of the Government of Republic of Mauritius. | |
| **Sub-Clause 6.27**  **Certificate for Rates of Wages** | | Additional Sub-Clause to be added after Sub-Clause 6.26  The Contractor shall not be entitled to payment of any money which would otherwise be payable under the terms of Contract in respect of the work and labour performed in the execution of the Contract unless and until he shall have filed together with his claim for payment of a certificate:   * 1. showing the rates of wages and hours of labour of the various classes of workmen employed in the execution of the Contract;   2. whether any wages in respect of the said work and labour remain in arrears; and   3. that all the labour conditions of the Contract have been duly complied with. | |
| **Sub-Clause 6.28**  **Default** | | Additional Sub-Clause to be added after Sub-Clause 6.27  In the event of default being made in payment of any money in respect of wages of any worker employed on the Contract **or** if a claim thereafter is filed with the Permanent Secretary of the Ministry of Labour and Industrial Relations, of the Government of Republic of Mauritius and proof thereof satisfactory to him is furnished he may, failing payment by the Contractor, arrange for the payment of such claim out of the monies at any time payable under the Contract and the amount so paid shall be deemed to be payments to the Contractor. | |
| **Sub-Clause 6.29**  **Work by Subcontractor** | | Additional Sub-Clause to be added after Sub-Clause 6.28  The Contractor or any Subcontractor employed by him shall be responsible for the direct supervision and payment of all labour employed on the Contract. | |
| **Sub-Clause 6.30**  **Observance by Subcontractor** | | Additional Sub-Clause to be added after Sub-Clause 6.29  The Contractor shall be responsible for the observance of the provisions of this Clause by Subcontractors employed by him in the execution of the Contract. | |
| **Sub-Clause 6.31**  **Epidemics** | | Additional Sub-Clause to be added after Sub-Clause 6.30  In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same. | |
| **Sub-Clause 7.3**  **Inspection** | | Add the following paragraphs:  Should the Contract documents, the Engineer’s instructions or the legal or statutory provisions stipulate that a part of the works is to be specially checked or approved, the Contractor must notify the Engineer at the time when the works are ready for inspection.  Should the inspection fall within the jurisprudence of statutory provisions of an authority other than that of the Engineer, the Contractor must notify this authority, with copy to the Engineer, of the date when the inspection is to be done. | |
| **Sub-Clause 7.9**  **Quality of Materials, Plant, Supplies and Workmanship** | | Additional Sub-Clause to be added after Sub-Clause 7.8  The Contractor is to be solely responsible for the supply of the materials required for the execution of the works. He shall ascertain himself of the availability of such materials.  The Contractor shall guarantee the strength and quality of all materials supplied by him and all workmanship and he shall not be relieved of any of his obligations with respect to the sufficiency of the materials and works by reason of no objection having been taken by the Engineer although the same may have been inspected by him in regular course.  The contractor shall furnish all information as to the quality, weight, constituent substances, dimension, levels, strength and description of the materials and works and give the Engineer such particulars as may be required.  All materials and things of any kind obtained from demolition, excavations or found on or under the site or on or under any additional site which the Contractor may be allowed to occupy, shall remain the property of the Employer and shall not be used in the Works or sold or otherwise disposed of without the written authority of the Engineer.  No excavations are to be made upon the site or additional site beyond those shown in the drawings or described in the Technical Specifications without the previous written authority of the Engineer. A refusal by the Engineer to grant an authority under this clause shall be absolutely final. | |
| **Sub-Clause 7.10**  **Site Installations** | | Additional Sub-Clause to be added after Sub-Clause 7.9  (a) The Contractor shall provide, maintain and remove on completion of the Works, settling lagoons and other facilities to minimize pollution due to the Contractor's operations including but not limited to quarrying, aggregate washing, concrete mixing and grouting;  (b) The Contractor shall provide, maintain and remove on completion of the Works, fencing around the site installations including housing, camps, offices and laboratories and provide appropriate security measures on access roads thereto, but without prejudice to his obligations including maintenance of free access for the Employer, the Engineer, other Contractors and any other persons entitled to such access  (c) All buildings erected by the Contractor upon the site and camp sites, and the layout of the buildings and the sites, shall comply with the Laws of the Republic of Mauritius and all local By-laws in so far as they are applicable;  (d) The Contractor shall be absolutely and solely responsible for the safety and security of Temporary Works including (but not limited to) all work yard, pilings, staging, dams, coffer dams, trenches, fencing or other works and for the plant in connection therewith which may be erected or provided for the carrying out of the Contract and for the execution of the Works. This provision shall be applicable to all Temporary Works and Constructional Plant whenever provided and erected by the Contractor or his subcontractors for the pur­pose of or in connection with the Works.  Examination by the Engineer of the Contractors' or his subcontractors' Temporary Works or the drawings connected therewith shall not absolve the Contractor from any liability imposed upon him by the provisions of the Contract. | |
| **Sub-Clause 7.11**  **Plant and Materials intended for the Works** | | Additional Sub-Clause to be added after Sub-Clause 7.10  The Contractor shall, at his own risk, take the necessary precautions against his supplies, constructional plant and installations on the site from being swept away or damaged by storm, high waters, or any other atmospheric phenomena  It shall not be compensated for any difficulties arising during these events nor for loss, deterioration or damage due to negligence, lack of foresight or means, or to mishandling | |
| **Sub – Clause 8.3**  **Programme** | | Notwithstanding the provisions of Sub – Clause 8.3 of the GC, the following shall apply:  The Contractor shall submit to the Engineer not later than 28 days, after receiving notice under Sub-Clause 8.1, a general description of his proposed arrangements and methods for the execution of the Works, including, inter-alia temporary offices, buildings, access roads, constructional plant and its intended production output, working shift arrangements, labour strength, skilled and unskilled and supervision arrangements, power arrangements, supply of materials including a materials utilization programme, methods of excavation, dealing with water, testing methods and facilities, temporary road diversions and temporary realignment of existing services. During the execution of the Works, the Contractor shall also submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing.  The Contractor shall allow in his programme for the public holidays per calendar year as observed in the Republic of Mauritius and upon which days the Contractor shall not be permitted to work except with the written permission of the Engineer. The Contractor shall also allow per calendar year for a further two unspecified public holidays, which may be announced by the Government of Mauritius with no prior notification, and upon which days he shall not be permitted to work.  The various operations pertaining to the Works shall be carried out in such a progressive sequence, as they will achieve a continuous and consecutive output within the time limits specified in the Contract.  A detailed cash flow estimate shall be submitted within 28 days of the date of the Letter of Acceptance. | |
| **Sub – Clause 8.4**  **Extension of time for Completion** | | For the application of the present sub-clause, the following will be considered as “exceptionally adverse climatic conditions”  **CONDITIONS INTENSITY LIMIT**  Wind Cyclone warning class 3 or above prevailing in Mauritius  For the application of sub-clause 8.4, rain shall not be considered as “exceptionally adverse climatic conditions”  The Contractor shall not be entitled to any claim whatsoever for additional payment for any extension of time given for exceptional adverse climatic conditions.  Before bidding for the work, the Contractor is deemed to have also examined and ascertained the Conditions of Works, availability of labour and materials, the nature of the site, etc.  No claims for extension of time on grounds of non-availability of labour or materials shall be granted. | |
| **Sub – Clause 8.7**  **Delay Damages** | | Add the following paragraphs:  There shall be no reduction in the amount of delay damages in the event that a part or section of the works within the contract is certified as completed before the whole of the Works comprising that Contract is thus certified.”  No bonus for early completion of the Works shall be paid to the Contractor by the Employer. | |
| **Sub – Clause 8.13**  **Notice of Operations** | | Additional Sub – Clause to be added after Sub – Clause 8.12  The Contractor shall not commence any separate operation without the consent of the Engineer, to whom the Contractor shall give full and complete notice of the operation sufficiently in advance of its proposed commencement so as to enable the Engineer to make such arrangement as he may deem necessary for inspection or for any other purpose. | |
| **Sub – Clause 8.14**  **Engineer’s approval of Temporary Works** | | Additional Sub – Clause to be added after Sub – Clause 8.13  Notwithstanding any approval, advice or permission given by the Engineer or the Engineer’s Representative with respect to Constructional Plant, Temporary Works or materials for Temporary Works, whether required by the Contract or not, the Contractor shall remain responsible for the execution of the Works in fulfillment of the Contract as if no such approval, advice or permission had been given, and shall have no claim on the Employer or the Engineer or the Engineer’s Representative for additional payment in respect of any additional cost which the Contractor may consider to have been incurred resulting from the giving of such approval, advice or permission, as aforesaid. | |
| **Sub – Clause 13.8**  **Adjustment for changes in cost** | | Notwithstanding the provisions of Sub – Clause 13.8 of the GC, the following shall apply:  (1) Price Adjustment  The amount payable to the Contractor and valued at base rates and prices in the Interim Payment Certificates issued by the Engineer pursuant to Clause 14 shall be adjusted in respect of the rise or fall in the indexed costs of labour, materials and other inputs to the Works by the application of a price adjustment determined by formula as prescribed in this Clause.  (2) Other Changes in Cost  To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other articles in the Contract, the unit price rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.  (3) General Formula  The Price Adjustment factor shall be determined from the following formula:  ***[Pubic Body to reproduce formula as appropriate with components subject to variation.]***  (4) Sources of Indices  The sources of indices shall be as follows :  ***[Public Body to indicate the sources of indices as applicable for each component subject to variation.]***  (5) Indices Proposed by the Bidder  All official or proxy indices to be used in the prescribed Price Adjustment Formula shall be subject to approval by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor’s proposed source of supply of inputs on the basis of which his contract price has been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid:   * 1. The schedule of Indices duly completed by the bidder to show the source of all indices, and the latest values of official or provisional base indices; and   2. official publications showing the values of the proposed indices as available during the 12 months preceding the closing date for submission of tenders.   6) Base, Current and Provisional Indices  The base cost indices or prices shall be those ruling on the day ….. ***[public body to insert number]*** days prior to the closing date for the submission of bids. Current indices or prices shall be those ruling on the day …***[public body to insert number]*** days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current officially published or relevant proxy indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.  7) Price Adjustment  The price Adjustment shall be evaluated for the relevant date of each Interim Payment Certificate submitted by the Contractor pursuant to Clause 14.  8) The Adjustable Amount  The adjustable amount of each Interim Payment Certificate shall be the difference between   * 1. the amount which, in the opinion of the Engineer, shall be due to the Contractor pursuant to clause 14 (before deducting retention) including the amount at base rates and prices of the scheduled work carried out and dayworks (unless otherwise adjusted) but excluding the value of materials on site, and after deduction of the amount to recover the advances.   2. the amount as calculated in the (a) above and included in the last preceding Interim Payment Certificate issued by the Engineer. The adjustable amount shall exclude payments to nominated Sub-Contractors and any other amounts based upon actual cost or current prices.   9) The Adjusted Amount  The adjusted amount of each Payment Certificate shall be determined by applying the Price Adjustment Formula and shall become payable to the Contractor in accordance with the provisions of clause 14, subject to any deductions therefrom for retention money, liquidated damages, and other monies due to the Employer from the Contractor including the recovery of advance mobilisation, if any.  10) Adjustment after Completion  If the Contractor fails to complete the Works within the period specified, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favourable to the Employer, provided that if an extension of the period of performance is granted the above provision shall apply only to adjustments made after the expiry of such extension of time.  Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same shall already have been taken into account in the indexing of any inputs to the Price Adjustment Formula in accordance with the relevant provisions. | |
| **Sub – Clause 14.1 The Contract Price** | | Add after sub-para (c)(ii) the following:  Items of the Works described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer. | |
|  | | *[If the Employer has arranged for exemption of the Contractor from import duties with customs and excise authorities, add paragraph (e). However, the alternative paragraph (e) below should be used where import duties and taxes are to be levied on the value of depreciation of the Contractor’s Equipment during construction.]*  Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank/insurance guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank/insurance guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank/insurance guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining. | |
| **Sub – Clause 14.2 Advance Money** | | Add at end of the third paragraph the following:  (iii) submission by the Contractor of the detailed breakdown of costs for each and every item of the Bills of Quantities as required under Section IV (Bidding forms) of the Bidding Documents.  Advance payment shall not be subject to retention. | |
| **Sub-Clause 14.3**  **Application for Interim Payment Certificates** | | Add the following paragraph:  (h) any Value Added Tax the contractor is entitled to claim from the Employer. | |
| **Sub – Clause 14.5**  **Plant and Materials intended for the Works** | | Delete Sub – Clause 14.5 and replace by the following:  With respect to materials, listed in the Appendix to Tender, brought by the Contractor to the Site for incorporation in the Permanent Works, the Contractor shall (i) receive a credit in the month in which these materials are brought to the Site and (ii) be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Engineer in accordance with the following provisions:  (a) no credit shall be given unless the following conditions shall have been met to the Engineer's satisfaction;  (i) the materials and Plant are in accordance with the specifications for the Works;  (ii) the materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage or deterioration;  (iii) the Contractor's records of the requirements, orders, receipts and use of materials and Plant are kept in a form approved by the Engineer, and such records are avail­able for inspection by the Engineer;  (iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost;  (v) the origin of the materials and Plant are those indicated in the Appendix to Tender; and  (vi) the materials are to be used within a reasonable time.   1. the amount to be credited to the Contractor shall be the limited to 75 percent of the Contractor's reasonable cost of the materials and Plant delivered to the Site, as deter­mined by the Engineer after review of the documents listed in sub-para. (a) (iv) above; 2. the amount to be debited to the Contractor for any materials and Plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contrac­tor for such materials and Plant pursuant to Sub-Clause (b) above, as determined by the Engineer; | |
| **Sub – Clause 14.7**  **Payment** | | Payments to the Contractor by the Employer shall be made into a bank account or accounts in Mauritius nominated by the Contractor. | |
| **Sub – Clause 14.16**  **Transfer of Currency** | | Additional Sub – Clause to be added after Sub – Clause 14.15  Any transfer of currency shall be carried out in accordance with the existing Laws and Regulations in force in the Republic of Mauritius at the time of such transfer. | |
| **Sub – Clause 14.17**  **Payments and Receipts** | | Additional Sub – Clause to be added after Sub – Clause 14.16  Receipts and Accounts  The Contractor, if so requested, shall send to the Engineer’s Representative once in every month an account giving particulars (as full and detailed as possible) of all payments, including the authorized receipts for such payments made in the preceding months in respect of Mauritius Income Tax and other taxes on income arising out of the Contract and in respect of customs or other import and export duties, rates (including all handling and freight charges, wharfage and labour dues shipping and other rates and charges) and taxes of whatever nature required to be paid in order to comply in all respect with the provision of any Law or Regulation of Bye-Law of any Government or local Government Authority of the Government of Mauritius in connection with the fulfillment of the Contract. | |
| **Sub – Clause 17.3**  **Employer’s Risks** | | Add the following paragraphs:  (i) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;  (A) prevent loss or damage to physical property from occurring by taking appro­priate measures, or  (B) insure against such loss or damage.  **Cyclones shall be considered as a “cause arising” and shall not be regarded as an “Employer’s risk**”. | |
| **Sub – Clause 17.4**  **Consequences of Employer’s Risks** | | Notwithstanding the provisions of Sub – Clause 17.4 of the GC, the following shall be added:  Should a case arise which the Contractor considers as an Employer’s risk, he must send written notification of it, as soon as possible, and not later than ten (10) days as from the date of such an occurrence, to the Engineer. The notification shall specify, amongst other things, the effects of this Employer’s risk on the normal progress of the Works.  The Engineer has fifteen (15) days to give written confirmation that the occurrence is an Employer’s risk.  During the period when such an Employer’s risk occurs the Contractor shall draw up, with the Engineer, a statement of the effect of the Employer’s risk on the normal progress of the Works. | |
| **Sub – Clause 17.6**  **Limitation of Liability** | | Add the following paragraph:  Neither the President of the Republic of Mauritius nor any member or officer of the Employer nor the Engineer nor any of his or their employees shall be in anyway personally bound or liable for the acts or obligations of the Contractor under this contract or answerable for any default or omission in the observance or performance of any of the acts, matter or things which are herein contained. | |
| **Sub – Clause 18.1**  **General Requirements for Insurances** | | Notwithstanding provisions in Sub-Clause 18.1, add the following:  It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insur­ance coverage at all times during the period of the Contract.  Insurances shall be effected with any local insurance company duly registered and acceptable to the Employer and in terms approved by the Employer (whose approval shall not be unreasonably withheld) and the Contractor shall whenever required produce to the Engineer or the Engineer’s Representative the policy of insurance and the receipts for payment of the current premiums.  The Contractor shall insure or cause to be insured with the above mentioned insurer all imported goods financed out of the proceeds of the Contract against marine and other hazards incidental to the acquisition, transportation and delivery thereof to place of use or installation and where appropriate against all usual risks pertaining to the construction of the Works.  The provision of such insurance and the costs thereof shall be at the expense in all respects of the Contractor.  The insurance taken out is to cover the works in the same amounts as required by the Contractor. | |
| **Sub – Clause 18.3**  **Insurance against Injury to Persons and Damage to Property** | | Add the following paragraph:  The policy must specify that any employee of the Employer, the Engineer and his representatives, as well as the employees of any other company on the site are to be considered as third parties of the insurance policy.  The insurance policy must include a clause forbidding their cancellation without the insurer giving prior notice to the Employer.  Such insurance shall be effected with any local insurance company duly registered and acceptable to the Employer and in terms approved by the Employer, whose approval shall not be unreasonably withheld and for at least the amount stated in the Contract and the Contractor shall whenever required produce to the Engineer or the Engineers’ Representative the policy of insurance and the receipts for payment of the current premium. | |
| **Sub – Clause 18.4**  **Insurance for Contractor’s Personnel** | | Add the following:  The insurance policy must include a clause forbidding their cancellation without the Insurer giving prior notice to the Engineer. | |
| **Sub – Clause 20.6**  **Arbitration** | | Delete Sub – Clause 20.6 and replace by the following:  Any dispute not settled amicably and in respect of which the DB’s decision (if any) has not become final and binding shall be finally referred to the sole arbitration of a person mutually acceptable to the parties to contract, failing agreement within 30 days after either party has given to the other a written request to concur in the appointment of an Arbitrator, these such disputes or differences shall be referred to and settled by a Judge or former judge of the Supreme Court of Mauritius.  The appointment of the Arbitrator and proceeding of Arbitrator shall be conducted in accordance with the Code of Civil Procedure in force in Mauritius.  The aggrieved party shall specify the dispute or difference to be referred to arbitration together with the amount(s) claimed in respect of such dispute or difference.  The non-settlement of disputes between the Employer and the Contractor shall not entitle the Contractor to stop or abandon the works.  The said Arbitrator shall, without prejudice to the generality of his powers, have power to direct such measurement and for valuations as may in his opinion be desirable to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.  The Arbitrator shall not enter on the reference until after the completion or alleged completion of works unless with the written consent of the Employer and the Contractor provided always:  (a) that such reference may be opened before such completion or alleged completion in respect of the withholding by the Engineer of any certificate or the withholding of any portion of the retention money to which the Contractor claims in accordance with the Conditions set out in Clause 14 of the Special Conditions of Contract Part II or in respect of the exercise of the Engineer’s power to give a certificate under Sub-Clause 14.9 hereof or in respect of a dispute arising under Clause 14.15 hereof.  (b) that the giving of a certificate of completion under Clause 14.10 hereof shall not be a condition precedent to the opening of such reference. | |
|  | | ADD NEW CLAUSE **– 21 Taxation** | |
| **Sub – Clause 21.1**  **Foreign Taxation** | | The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside Mauritius on the production, manufacture, sale and transport of the Contractor’s equipment, plant, materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract. | |
| **Sub – Clause 21.2**  **Local Taxation** | | The prices bid by the Contractor, with the exception of Value Added Tax, shall include all customs duties, import duties, business taxes and income and other taxes that may be levied in accordance to the laws and regula­tions in being as of the date 28 days prior to the latest date for submission of bids in the Republic of Mauritius on the Contractor's Equipment, Plant, materials and supplies acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Republic of Mauritius on profits made by him in respect of the Con­tract. | |
| **Sub – Clause 21.3**  **Income Taxes on Staff** | | The Contractor's staff, personnel and labour will be liable to pay personal income taxes in Mauritius in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regu­lations. | |
| **Sub – Clause 21.4**  **Value Added Tax** | | Legislation in Mauritius provides for a Value Added Tax on the supply of goods and services at the rate specified in the Appendix to Bid. At the same time as payment for goods and services which were the subject of a taxable supply provided by the contractor as a taxable person to the Employer is made in accordance with the contract, there shall also be paid by the Employer a sum equal to the amount of value added tax payable by the Contractor on that supply. | |

Section VIII. Contract Forms

The Notification of Award will be the basis for formation of the Contract as described in ITB-40. This Standard Form should be filled in and sent to the successful Bidder only after evaluation of bids has been completed subject to Challenge and Appeal, where applicable.

Section VIII of the BD also contains forms for the Contract Agreement, the Performance Security, and the Advance Payment Security. Bidders shall not submit these forms with their bids. After notification of award, the Employer shall prepare the Contract Agreement using the Contract Agreement Form and send it to the successful Bidder. The successful Bidder shall sign the Contract Agreement and return it to the Employer together with the Performance Security and, if applicable, the Advance Payment Security, using the respective forms provided in Section VIII.

Notification of Award

***[on letterhead paper of the Employer]***

*. . . . . . .* ***date****. . . . . . .*

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

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

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 and 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 the Performance Security Form included in Section VIII (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

*1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*

*2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.*

1. *the Notification of Award*
2. *the Bid Submission Form*
3. *the Addenda Nos . . . . .* ***insert addenda numbers if any****. . . . .*
4. *the Particular Conditions*
5. *the General Conditions;*
6. *the Specification*
7. *the Drawings; and*
8. *the completed Schedules,*

3. *In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.*

*4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

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

Signed by Signed by

for and on behalf of the Employer for and on behalf the Contractor

in the presence of in the presence of

Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

Performance Security

**(Demand Guarantee)**

*...............................Bank/Insurance’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 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.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

**………....................................................*Seal of bank/*** ***insurance company and***

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

~~Sample Form of Preference Security~~

### ~~Form of Preference Security~~

**~~(Bank/Insurance Guarantee)~~**

~~To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~ *~~[name of Employer]~~*

*~~\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [address of Employer]~~*

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

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

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

~~NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~ *~~[amount of Guarantee][[23]](#footnote-23),~~* ~~we undertake to pay you, upon your first written demand and without your having to substantiate such demand any sum within the limit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~ *~~[amount of Guarantee].~~*~~1~~

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

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

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

~~Signature and Seal of the Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

~~Name of Bank/Insurance Guarantee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

~~Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

~~Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

Advance Payment Security

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

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

**Date:**

**Advance Payment Guarantee No.:**

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

. . . . . . . . . . . . . . . . . . . . . . . . . . . .   
***Seal of Bank/Insurnace Company and Signature(s)***

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

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

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

|  |
| --- |
| **Retention Money Security** |

**Demand Guarantee**

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

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

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

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[date]* 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, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert* the second half of the Retention Money *or* *if* *the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security*]* is to be made against a Retention Money guarantee.

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][[24]](#footnote-24)1* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

1. Substitute “has applied for,” if appropriate. [↑](#footnote-ref-1)
2. Substitute “grant” or “credit” for “loan,” where appropriate. [↑](#footnote-ref-2)
3. Substitute “contracts” where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: “Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.” [↑](#footnote-ref-3)
4. The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same. [↑](#footnote-ref-4)
5. The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US$50 and US$300 or equivalent is deemed appropriate. [↑](#footnote-ref-5)
6. Substitute “has applied for,” if appropriate. [↑](#footnote-ref-6)
7. Substitute “grant” or “credit” for “loan,” where appropriate. [↑](#footnote-ref-7)
8. Substitute “contracts” where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: “Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.” [↑](#footnote-ref-8)
9. The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same. [↑](#footnote-ref-9)
10. The fee chargeable should only be nominal to defray reproduction and mailing costs and to ensure that only bona fide bidders will request the bidding documents. An amount between US$50 and US$300 or equivalent is deemed appropriate. [↑](#footnote-ref-10)
11. Substitute the Employer’s address for bid submission if different from its address for inquiry and issuance of bidding documents. [↑](#footnote-ref-11)
12. *Bidder to use as appropriate* [↑](#footnote-ref-12)
13. *Strike out as appropriate* [↑](#footnote-ref-13)
14. The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers. [↑](#footnote-ref-14)
15. The example given illustrates one of the two alternative methods of setting up a Bill of Quantities, in which rates and prices are entered in local currency only, with bidders stating separately their proportionate requirements in different types and amounts of foreign currencies. The second method is where rates and prices are broken down for each item into local and foreign currency components. The first method is administratively more convenient and hence is more commonly used in Works contracts. [↑](#footnote-ref-15)
16. (i) A “Daywork Schedule” is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with Sub-Clauses 52.1 and 52.2 of Part I of the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among bidders, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included *at all* in the bidding documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive.

    (ii) The total amount assigned to such competitive daywork is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer. A limitation on quantity should *not* apply, and the unit rate quoted should be invariable whatever quantities of work are ordered. [↑](#footnote-ref-16)
17. This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor’s overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly. [↑](#footnote-ref-17)
18. The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used. [↑](#footnote-ref-18)
19. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-19)
20. This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials. [↑](#footnote-ref-20)
21. An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor’s Equipment. The last sentence of paragraph 5 should then be modified accordingly. [↑](#footnote-ref-21)
22. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-22)
23. Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract [↑](#footnote-ref-23)
24. 1 *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-24)