MAURITIUS FIRE AND RESCUE SERVICE

BIDDING DOCUMENT

FOR

CONSTRUCTION OF A NEW STANDALONE COVERED SPACE FOR MAINTENANCE OF FIRE FIGHTING VEHICLES

Procurement Reference No: MFRS/ONB/30/2016-17
(ONLINE TENDERING)
MAURITIUS FIRE AND RESCUE SERVICE
INVITATION FOR BIDS (IFB)

CONSTRUCTION OF A NEW STANDALONE COVERED SPACE FOR
MAINTENANCE OF FIRE FIGHTING VEHICLES

1. The Mauritius Fire and Rescue Service is inviting bids from eligible bidders of Mauritian nationals or entities incorporated in Mauritius through the Government e-procurement system for the Construction of a New Standalone Covered Space for Maintenance of Fire Fighting Vehicles.

2. The intended completion date shall be 90 days from date of award of contract.

3. Qualifications requirements include:
   - Contractors having the technical capacity, resources and sound financial situations.
   - As per other qualifying criteria mentioned in the bid document.

4. Bidding documents and drawings may be downloaded from the e-Procurement System https://eproc.publicprocurement.govmu.org. The reference number on the system is FIRESERVICES/IFB/2017/12. The Invitation for Bids has been issued through an Open National Bidding procedure.

5. A pre-bid meeting has been scheduled for Tuesday 9th May 2017 at 10:00 hours, at the Mechanical Workshop - Coromandel Fire Station, Coromandel.

6. Bids must be submitted online on the e-Procurement System by Tuesday 30th May 2017 up to 13:00 hrs (Local Time) at latest.

7. Bidders who have submitted bids online by the closing date and time shall decrypt and re-encrypt their bids from Tuesday 30th May 2017 at 13.46 hours till Thursday 1st June 2017 at 13.00 hours.

8. Bids will be opened online in the presence of the bidders’ representatives who choose to attend at the address given hereunder on Thursday 1st June 2017 at 13 01 hours.

   Mauritius Fire and Rescue Service
   Conference Room
   Fifth Floor, Meem Building
   14, Deschartres Street,
   Port-Louis

9. The Mauritius Fire and Rescue Service reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the Contract, without thereby incurring any liability to any Bidder.

Date: 24th April 2017
ONLINE E-TENDERING

The e-Procurement System of the Republic of Mauritius has now reached its Phase 2 with evaluation of bids online up to award. The next and last Phase is expected to be completed shortly.

The e-Procurement System now allows for invitation for bids, downloading of bidding documents, request for clarification from suppliers, response to clarification and issue of addendum, submission of bids, closing of bids, bid opening, evaluation of bids and award of contract to be done online.

The process for Challenge and Review shall continue to be offline for some time.

Suppliers are hereby advised that it is a mandatory condition to have a digital certificate issued by a Certifying Authority licensed by the Republic of Mauritius to respond to any Invitation for Bid on the e-Procurement System. Further information may be obtained from the Supplier’s User Guide attached to this bidding document.
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Section I - Instructions to Bidders

A. General

1. Scope of Bid
   1.1 The Public Body as defined\(^1\) in Section II “Bidding Data Sheet” (BDS) also referred to herein as Employer invites bids for the construction of Works, as described in the BDS and and Section V - Employer’s Requirements.

   The name and identification number of the Contract are provided in the BDS and the PCC.

   1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period specified in the BDS.

   1.3 Throughout these bidding documents, the terms:

   (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, online) with proof of receipt.

   (b) if the context so requires, “singular” means “plural” and vice versa; and

   (c) “day” means calendar day.

   (d) “online refers to the e-Procurement System

2. Source of Fund
   2.1 The Works shall be financed by the Public Body’s own budgetary allocation, unless otherwise stated in the BDS.

3. Public Entities related to Bidding Documents and to Challenge & Review
   3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board for vetting bidding documents and for receiving and evaluating bids for major contracts, and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act.).

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

   3.2 Addresses to forward Challenges or Application for Review are specified in the BDS.

4. Fraud and Corruption
   4.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in

\(^1\) See Section IV, “General Conditions of Contract,” Clause 1. Definitions.
Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.

4.2 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): ppo.govmu.org

4.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation

4.4 The Employer commits itself to take all measures necessary to prevent fraud and corruption to ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate
disciplinary actions. Furthermore, such bid shall be rejected.

5. Eligible Bidders

5.1 (a) In accordance with CIDB (Registration of Consultant and Contractors) Regulation 2014, Contractors currently operating in the construction industry have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.

(b) Foreign contractors as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to bidding for this project. If the contract is awarded to the foreign contractor the latter shall have to apply for and obtain a Temporary Registration before starting the project.

(c) Contractors whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to bidding for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.

(d) Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors.

(e) Bidders are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of contractors

5.2 (a) Subject to ITB 5.6, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS.

(b) Bidder may be natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture.

(c) Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

(i) the Bid shall include all the information listed in ITB Sub-Clause 6.2 below for each joint venture partner;

(ii) the Bid shall be digitally signed so as to be legally binding on all partners;

(iii) the Bid shall include an uploaded copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to
execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

(iv) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(v) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

(g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.4 (a) A bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

Links for checking the ineligibility lists are available on the PPO’s website: ppo.govmu.org

5.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

5.6 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country.

6. Qualifications of Bidders

6.1 All bidders shall upload on template “Qualification Information Program of works” along with their bid a soft copy of preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise stated in the BDS. If, after opening of bids, it is found that any document is missing, the Employer may request the submission of that document subject to clause 30. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.

(a) Scanned Copy of valid registration certificate with the CIDB, including field of specialisation;

(b) scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;

(c) scanned copies of original documentary evidence of list of major items of construction equipment proposed to carry out the Contract;

(d) scanned copies of original documentary evidence of qualifications and experience of key site personnel and technical personnel proposed for the contract;

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

(f) scanned copies of original documentary evidence of adequacy of cash-flow capital for this Contract (access to line(s) of credit and availability of other financial resources);

(g) scanned copy of original authority to seek references from the Bidder’s bankers;
(h) scanned copies of original documentary evidence of information regarding any current litigation, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;

(i) scanned copies of original documents of proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price; and

(j) online response to mandatory criteria in respect of Eligibility and Conflict of Interest, Qualifications and Experience and Technical conformity as specified in the BDS

6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

(a) registered with the CIDB under the grade specified in the BDS.

(b) registered with the CIDB under field of specialisation specified in the BDS;

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;

(d) a Contract Manager/Supervisor with five years’ experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise specified in the BDS; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.²

Pending litigations against the Applicant or any partner of a Joint Venture may result in Disqualification.

B. Contents of Bidding Document

7. Sections of Bidding Document

7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

Section I - Instructions to Bidders (ITB)

Section II- Bidding Data Sheet

Section III –Response Templates

Section IV - Evaluation Criteria

Section V - Employer’s Requirements

Section VI – General Conditions of Contract

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

Section VIII - Contract Forms

7.2 The Invitation for Bids and the Guidelines for Bidders issued by the Employer are not part of the Bidding Document.

7.3 The Employer is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained from the e-Procurement system or as otherwise defined in the e-Procurement System.

7.4 The Bidder is expected to examine all instructions, forms, terms, guidelines and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

8. Clarification of Bidding Document

8.1 For clarification purposes only: Bidders are required to submit the queries / requests for clarifications online at latest by [public body to insert date allowing 15 days or 21 days prior to the deadline for Bid Submission (Bid Preparation and Hash Submission) depending on whether the Invitation for bids is on an Open National or Open International bidding method.]

9. Site visit/Pre-bid meeting

9.1 Bidders, at the Bidders’ own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.

9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as provided for in the BDS. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Document

10.1 At any time prior to the deadline for submission of bids (bid preparation and hash submission), the Employer may amend the Bidding Document by issuing addenda.

10.2 Any addendum issued shall be part of the Bidding Documents. All those who have downloaded the bidding documents shall be alerted by the e-Procurement System.

10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids (bid preparation and hash submission), pursuant to ITB Sub-Clause 23.3

C. Preparation of Bids
11. **Cost of Bidding** 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

12. **Language of Bid** 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.

13. **Documents Comprising the Bid** 13.1 The Bid shall be submitted online through the e-Procurement system and shall comprise the following:

(a) duly filled template of the Bid submission Form;
(b) duly filled templates of Qualification information and documentary evidence establishing the Bidder’s qualifications to perform the contract;
(c) Response online to the mandatory criteria in respect of Eligibility and Conflict of Interest, Qualifications and Experience and Technical conformity.
(d) completed templates related to Bill of Quantities / Activity Schedule;
(e) scanned copy of the original Bid security as per the format provided in Section III or as a subscription to a Bid Securing Declaration in the Bid Submission Form template;
(f) any other material required to be completed and submitted by bidders online, as specified in ITB and the BDS.

14. **Bid Submission Form and Schedules** 14.1 The Bid Submission Form, Bill of Quantities and Price Schedules listed under ITB 13.1 shall be prepared and submitted online using response templates; certain documents where indicated shall be uploaded in scanned copies of the originals as response templates or as attachments to a template.

15. **Alternative Proposal** 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section IV.

16. **Bid Prices and Discounts** 16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities submitted by the Bidder.

16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. In lump sum contracts, delete “priced Bill of Quantities” and replace with “priced Activity Schedule.” In lump sum contracts, delete “described in the Bill of Quantities” and replace with “described in the drawings and specifications and listed in the Activity Schedule.”
or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids (bid preparation and hash submission), shall be included in the rates, prices, and total Bid price submitted by Bidders.5

16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid excluding VAT and any discount offered. The discount if any and the conditions of its application shall be indicated separately.

17. Currencies of Bid and Payment

17.1 The bid price and rates shall be in Mauritian Rupees and fixed for the duration of the contract unless otherwise specified in the BDS.

17.2 Unless otherwise specified in BDS, interim payment for Plant and Material on site is applicable as per GCC 39.7.

18. Documents Comprising the Technical Proposal

18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification response template in the system, in sufficient details to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.

19. Period of Validity of Bids

19.1 Bids shall remain valid for a period of 90 days after the bid submission (bid preparation and hash submission) deadline prescribed by the Employer unless otherwise specified in the BDS.

19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made online through the e-Procurement System.

20. Bid Security/Bid Securing Declaration

20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a scanned copy of the Bid Security in its original form with its bid as part of its bid, if so required in the BDS. The Bid Security in its original form shall be submitted to the Office of the Public Body by the deadline for submission of bids (Bid preparation and Hash submission).

20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section III and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.

5 In lump sum contracts, delete “rates, prices, and.”
20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Template, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.

20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Securing Declaration contained as Appendix to the Bid Submission Form.

21. Format and Signing of Bid

21.1 The Bidder shall prepare the bid online in the templates provided for, comprising of the bid as described in ITB 13.1

21.2 The online bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 (a) Bidders shall submit their bids online. **No bids submitted manually shall be accepted, except for and if so specified in the BDS, the original form of Bid Security, and any other items such as bulky documents and drawings which are not available in soft copies or may not be scanned for submission online.**

(b) where Bid Security and/or bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the Office of the Public Body before the deadline date and time scheduled for Bid Submission (bid preparation and hash submission), **as specified in the BDS.**

(c) Bidders shall follow the Guidelines provided for online submission.

22.2 Any envelope or parcel containing the Bid Security/documents, where applicable, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer as indicated in ITB 22.1;

(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

22.3 If the envelope containing the bid security/drawings/printed materials is not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the envelope.
**23. Deadline for Submission of Bids**

23.1 Bid submission (Bid preparation and hash submission) must be executed online before the start date and time specified for bid closing in the BDS. Bid Security in its original format and other items, if allowed by the Employer, must be submitted to the Employer at latest by the same time and date, and at the place specified in the BDS.

23.2 The Employer may, at its discretion, extend the deadline for the bid preparation and hash submission (bid submission) and submission of envelopes/bid security where applicable, by amending the Bidding Documents in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**24. Late Bids**

24.1 The Employer shall not consider any Bid Security/envelope/parcel, if applicable, that arrives after the deadline for their submissions in accordance with ITB Clause 23.

**25. Withdrawal, Substitution, and Modification of Bids**

25.1 A Bidder may withdraw, substitute or modify its bid any time prior to the deadline set for bid preparation and hash submission (bid submission).

25.2 Since the e-Procurement System allows modifications/substitutions of Bid Data and attachments by the Bidders up to the last date and time of bid Preparation and hash submission, Bidders are allowed to rework on their bids as many times as required. However, after the deadline set for the bid preparation and hash submission, the Time-lock feature of the e-Procurement system will not allow Bidders to modify/substitute their bid data and attachments in any way.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline set for Bid Preparation and Hash Submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25.4 For further guidance on withdrawal, substitution and modification, Bidders are requested to refer to the Guidelines for Suppliers provided as attachment online.

**26. (i) Decryption and Re-encryption**

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

26.2 Where the bidder does not execute the decryption and re-encryption of its bid within the time frame provided in ITB 26.1, the bid shall not be accessible for opening. This would tantamount to a withdrawal of bid.
(ii) Bid Opening

26.3 The Employer shall conduct the bid opening online at the date, time and place specified in the BDS, in the presence of bidders or their representatives who choose to attend. The online opening shall allow bidders to view the status of bids received online, name of bidders, prices as appearing in the Bid Submission Forms and Comparison Statements.

26.4 Where manual submission of documents and/or bid security have been allowed, the Employer shall open the envelopes concurrently. Envelopes containing Bid Security/documents shall be opened one at a time, reading out: the name of the Bidder and presence of Bid Security, if applicable.

26.5 The Employer will shortly after completing the online opening provide a record of the Bid opening online that shall include, as a minimum: the name of the Bidder, the Bid Price per lot if applicable, including any discounts, presence of Bid Security, if applicable and alternative offers if they were permitted. Bidders will be able to view these records online.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

29. Determination of Responsiveness

29.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB13 including.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section IV (Employer’s Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer.
and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

32. Margin of Preference

32.1 Margin of preference shall apply as specified in the BDS.

33. Evaluation of Bids

33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

33.2 To evaluate a bid, the Employer shall consider the following:

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and

(b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section IV, and Margin of Preference, if applicable.

33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section IV (Evaluation and Qualification Criteria).

33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the
Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

34. Comparison of Bids

34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.

35. Qualification of the Bidder

35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.

36. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

37. Award Criteria

37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders online. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39. Signing of Contract

39.1 Promptly upon issue of Letter of Acceptance, the Employer shall send to the successful Bidder the Contract Agreement.

39.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

40. Performance Security

40.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).

Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Preference Security

40.2 The successful bidder having benefitted from a Margin of Preference shall provide a Preference Security, as specified in the BDS. The amount for the Preference Security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract, if the said Margin of Preference was not applicable.

41. Advance Payment and Security

41.1 The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.

42. Plant and Materials on site

42.1 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.

43. Debriefing

43.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.
**Section II- Bidding Data Sheet**

### A. General

| ITB 1.1 | The Public Body is: **Mauritius Fire and Rescue Service**  
*The project consists of construction of a new standalone for maintenance of fire fighting vehicles fire station Coromandel as detailed on drawings and specifications.*  
The name and identification of the Contract is: **Construction of a new standalone covered space for maintenance of Fire Fighting Vehicles.** |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.2</td>
<td>The Intended Completion period is <strong>90 days from</strong> award of contract.</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The Funding Agency is: <strong>Government of Mauritius</strong></td>
</tr>
<tr>
<td>ITB 3.2</td>
<td></td>
</tr>
</tbody>
</table>
(a) The address to file challenge in respect of this procurement is:  
**Chief Fire Officer**  
**Mauritius Fire & Rescue Service**  
14, Deschartres Street  
**Port Louis**  
**Mauritius**  
**Tel No:** +230 212 0214  
**Fax No:** +230 208 3875  

(b) The address to file application for review is:  
**The Chairman**  
**Independent Review Panel,**  
**9th Floor, Wing B**  
**Emmanuel Anquetil Building**  
**Pope Hennessy Street**  
**Port Louis**  
**Tel:** 2013921 |
| ITB 5.4 | The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office: [ppo.govmu.org](http://ppo.govmu.org) |
| ITB 6.2 | The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: **None** |
| ITB 6.2 (e) | The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.  
Bidders must have earned profit in at least **one year over the last (three) 3 years.**  
Financial statements should be for the last **three (3) years.**  
Bidders shall also submit duly filled form: **Key Financial Information extracted from Audited Accounts/Financial statements as per Format provided in Part 4 of the Response Template.** |
(Scanned copy of the form should be uploaded on the ePS under the Template “Any other template”).

<table>
<thead>
<tr>
<th><strong>ITB 6.3 (a),(b)</strong></th>
<th>Bidders should be registered with the CIDB in the appropriate grade in Building Constructions Works.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ITB 6.3(c)</strong></td>
<td>The essential equipment to be made available for the Contract by the successful Bidder shall be: <em>Excavator, Mechanical Loader, Pneumatic breaker, compressor, steer-skid loader, Concrete mixer, Elevator, Vibrator, Jet frames or equivalent and crane of required capacity.</em></td>
</tr>
</tbody>
</table>
| **ITB 6.3(d)**      | **Key Personnel:**  
|                     | • One site agent to be full time on site with a minimum of 10 years’ experience and holding at least a Diploma in Building and Civil Engineering  
|                     | • One General Foreman with minimum 10 years relevant experience.  
|                     | • One registered Electrical Engineer with a minimum of 5 years post registration experience.  
|                     | • One Electrical Technician with minimum 5 years’ experience holding the part II Electrical Engineering Technician’s certificate 280 or 803 of the City of Guilds of London or any similar qualifications.  
|                     | • One Health and Safety Officer.  
| **ITB 6.3(e)**      | The bidder shall submit:  
|                     | (i) Recent signed C.Vs of the proposed personnel, detailing experience and qualifications,  
|                     | (ii) Signed agreements and undertakings from the proposed personnel to be deployed on this contract.  
| **ITB 6.3(e)**      | The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Bidder shall be **Rs 300,000.**  
|                     | Bidders are required to demonstrate access to, or availability of the above amount of financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for the contract and its current commitments at the time of submission.  
|                     | If Bidders are demonstrating availability of financial resources from financial institutions, the Bidders shall produce original documentary evidence from recognized financial institutions regarding their liquid asset and/or availability of credit facilities. |

**B. Bidding Documents**

| **ITB 8.1**        | The Public Body’s address for clarification is:  
|                    | **Chief Fire Officer**  
|                    | **Mauritius Fire & Rescue Service**  
|                    | **14, Deschartres Street**  
|                    | **Port Louis**  
|                    | **MAURITIUS**  
|                    | **Tel No: +230 212 0214**  
|                    | **Fax No: +230 208 3875** |
C. Preparation of Bids

| ITB 9.2 | A pre-bid meeting has been scheduled for **Tuesday 9th May 2017 at 10:00 hours**. |
| ITB 13.1 (e) | Any additional materials required to be completed and submitted by the Bidders are: **None** |
| ITB 15.1 | Alternative bids **shall not be** permitted. |
| ITB 17.1 | The Contract **is not** subject to price adjustment in accordance with GCC Clause 44. |
| ITB 17.2 | Interim Payment for Plant and Material on site is applicable. |
| ITB 19.1 | The Bid shall be valid for **90 days** after the deadline set for the submission of bid, the deadline being counted as day one of the validity period. |
| ITB 20.1 | Bid shall include a subscription to a Bid Securing Declaration. |

D. Submission of Bids

| ITB 22.1 (a) | Bidders **shall** submit their bids **electronically**. |
| ITB 23.1 | Bidders **shall** submit their bids **electronically**. **Bids must be submitted online on the E-Procurement System by Tuesday 30th May 2017 up to 13:00 hours (Local Time) at latest**. \[\text{Bidders shall complete their bid preparation and hash submission on line before the start Date and Time for Bid closing.} \] **Bid Closing:** **Start Date:** Tuesday 30th May 2017 at 13:01 hours (Local Time) **End Date:** Tuesday 30th May 2017 at 13:45 hours (Local Time) |
| ITB 26.1 | **Bid Data decryption and re-encryption** \[\text{Bidders shall decrypt and re-encrypt their bids (as explained in the Guideline) within the time frame indicated hereunder:} \] **Start Date:** Tuesday 30th May 2017 at 13:46 hours (Local Time) **End Date:** Thursday 1st June 2017 at 13:00 hours (Local Time) |
| ITB 26.3 | **Bid Opening** **Online Bid Opening** **Start Date:** Thursday 1st June 2017 at 13:01 hours (Local Time) **End Date:** Thursday 1st June 2017 at 16:00 hours (Local Time) |

E. Evaluation and Comparison of Bids

| ITB 32 | 32.1 A Margin of Preference shall apply as defined hereunder and in Section IV-Evaluation Criteria. \[\text{The following procedure shall be used to apply the Margin of Preference:} \] (a) responsive bids shall be classified into the following groups: \[\begin{itemize} \item Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference, and \end{itemize} \] |
- Group B: all other bids;

(b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.

32.2 Bidders applying for the Margin of Preference shall submit, as part of their bidding documents evidence of:

(a) their incorporation in the Republic of Mauritius;
(b) their Joint Venture Agreement or intention to legally enter into a Joint Venture Agreement to be incorporated in the Republic of Mauritius, where applicable;
(c) the percentage of the total man-days to be deployed by local manpower with break-down indicating type of works to be entrusted to the local manpower.
(d) A financial statement signed by a certified Accountant vouching that the annual turn-over of the local Small and Medium enterprise (where applicable) does not exceed Rs 50M.

### F. Award of Contract

<table>
<thead>
<tr>
<th>ITB 40.1</th>
<th>Not applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 40.3</td>
<td>For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee at the selected bidder’s option. For contract above Rs 100M, the preference security in the form of a bank guarantee issued from a local commercial bank shall be submitted at the time of contract award failing which the award of contract may be annulled.</td>
</tr>
<tr>
<td>ITB 41</td>
<td>The Advance Payment shall be limited to 10% of the Contract Price less the provisional and contingencies sums.</td>
</tr>
<tr>
<td>ITB 42.1</td>
<td>Interim Payment for Plant and Material on site is applicable.</td>
</tr>
</tbody>
</table>
Section III–Response Templates

Table of Forms/Templates

1. Bid Submission Form (to be filled on the e-PS) ................................................................. 26
2. Qualification Information (to be filled on the e-PS) .......................................................... 26
3. Templates for Bill of Quantities and Activity Schedules (available on the e-PS) .. 29
4. Form of Key Financial Information extracted from Audited Accounts/Financial Statements (to be uploaded on the e-PS) ................................................................. 30
5. Form of Bid Security (Bank Guarantee) (Not Applicable) .................................................... 31
Response Templates

This Section refers to templates that have to be used for online bidding. Some of them are already provided in the e-Procurement System and need to be filled online whereas others are required to be uploaded in the format of documents contained herein.
1. Bid Submission Form (to be filled on the e-PS)
Bidders are required to fill in the Bid Submission Form as a response template which contains a copy of the Bid Securing Declaration as part of the template. This template is applicable for a procurement where the public body may either require a Bid Security or just a Bid Securing Declaration.

The total amount at the Bill of Quantity/Detailed Activity Schedules shall be automatically transferred from the Price Schedules to the Bid Submission Form in the appropriate text box. Bidders should ensure that the price carried forward to the Bid Submission Form is as per the total from the Bill of Quantities/Detailed Activity Schedule.

2. Qualification Information (to be filled on the e-PS)
Bidders have to fill in the response templates provided in the e-procurement system in respect of the data required hereunder.

The response templates cater for all the criteria and sub-criteria and also allow bidders to upload some data as per the table format hereunder.

The information to be filled in the templates shall be used for the purpose of post-qualification or for verification of prequalification as provided for in ITB Clause 6.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [attach copy online]
   Place of registration: [to be filled online]
   Principal place of business: [to be filled online]
   Registration certificate from the CIDB: [attach copy online]
   Evidence of signatory authorized to sign the bid (if applicable): [attach copy online]

1.2 Where the specialization category for which the Bidder is required to be registered does not cover adequately the specialization required for the works, Bidder shall provide [number] works of a nature and amount similar to the Works performed as prime Contractor over the last [number] years. [details of work under way or committed, including expected completion date(s) should also be listed online.]

<table>
<thead>
<tr>
<th>Project/Contract name and country</th>
<th>Name of client and contact person</th>
<th>Type of work performed and year of completion</th>
<th>Value of contract (national currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.3 Major items of Contractor’s Equipment proposed for carrying out the Works. *[List all information requested online. Refer also to ITB Sub-Clause 6.3 (c).]*

<table>
<thead>
<tr>
<th>Item of equipment</th>
<th>Description, make, and age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased (from whom?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data online. Refer also to ITB Sub-Clause 6.3 (d).]*

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience (general)</th>
<th>Years of experience in proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.5 Proposed subcontracts and firms involved. Refer to General Conditions of Contract Clause 7.

<table>
<thead>
<tr>
<th>Sections of the Works</th>
<th>Value of subcontract</th>
<th>Subcontractor (name and address)</th>
<th>Experience in similar work</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.6 Financial reports for the last *number; usually 3* years: Financial Statements, Audited Accounts, etc. *[List and attach copies online.]*

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

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

1.9 Information on current litigation(s) in which the Bidder is involved.

<table>
<thead>
<tr>
<th>Other party(ies)</th>
<th>Cause of dispute</th>
<th>Amount involved</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.10 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 2.      | **Joint Venture Details**  
|         | 2.1 Bidders should provide all information as requested in 1.1 to 1.9 above shall be provided for each partner of the Joint Venture. |
| 3.      | **Additional Requirements**  
|         | 3.1 Bidders should provide all information as requested in the bidding document in case of Joint Venture. |
3. Templates for Bill of Quantities and Activity Schedules
(available on the e-PS)

GUIDANCE NOTES ON PRICING OF ACTIVITY SCHEDULE

1. This is a lump sum tender and shall be based strictly on the information provided in the Instructions to bidders, Bidding data sheet, Preliminaries and General Costs, Drawings, Conditions of Contract and particular conditions of contract, Scope of Works, Specifications and Addenda and not according to this Activity Schedule.

2. The prices in the Activity Schedule may be used if judged appropriate for the preparation of interim valuations.

3. Prices in the Activity Schedule shall not be used for adjusting the lump sum tender price for extra works or omissions.

4. Computation of extra works or omissions shall only be made using current market rates.

5. Any inconsistencies detected in the prices shall be resolved by the Project Manager.

6. The bidder is responsible for ensuring that works are included in his bid price, whether or not an item is given.

7. In the case of the bidder leaving unpriced any items, he will be deemed to have considered that the prices of the remaining items are sufficient to enable him to perform the services and obligations described in the items not priced without extra charge.

1. Online submission of Bill of Quantities and Activity Schedules

Bidders shall fill in the response templates provided for the Activity Schedules as prepared by the public body in the system.

Bidders may for their convenience download a set of the BOQs in Excel format which is available in the system as a separate attachment to the Bidding document. However, they will have to insert the prices against each item manually in the system.
### 4. Form of Key Financial Information extracted from Audited Accounts/Financial Statements (to be uploaded on the e-PS)

<table>
<thead>
<tr>
<th>Financial data in the currency reported in the Audited Accounts/Financial Statements</th>
<th>Historical Information</th>
<th>Remarks By BEC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Previous years</td>
<td>Last year</td>
</tr>
</tbody>
</table>

Statement of Financial Position (Information from Balance Sheet)

- A. Current Assets
- B. Current Liabilities
- Working capital ratio or current ratio ($A/B$)
- Quick ratio or Acid Test ratio ($\frac{\text{Current Asset net of stock}}{B}$)
- C. Total Assets
- D. Total Liabilities
- Net Worth ($C-D$)
- Cash in hand and at Bank
- Bank Overdrafts
- Other Liquid Assets

**Information from Income statement**

- Key Profitability Indicators in the currency reported in the Audited Accounts/Financial Statements
  - Previous years | Last year | Current year |
  - Turnover
  - Profit/(Loss) Before Tax
  - Taxation
  - Net Profit/(Loss) After Tax
  - ($\frac{\text{Net profit After tax}}{\text{Turnover}}$) x 100

Certified by Bidder that information are true extract from Audited Accounts/Financial Statements

Name:

Signature:

Capacity:

Date:
5. Form of Bid Security (Bank Guarantee)

A scanned copy of the Bid Security should be uploaded as a template where so indicated when required by the Purchaser

Bank’s Name and Address of issuing Branch or Office

Beneficiary: Name and Address of Public Body

Date: .................................................................

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

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bid security. At the request of the Bidder, we ......................name of Bank ...................... hereby irrevocably undertake to pay you any sum or sums 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.................................

.................................................................Bank’s seal and authorized signature(s).................................
Section IV - Evaluation Criteria

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

1. Evaluation

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

(a) Adequacy of Technical Proposal

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

(b) Multiple Contracts

Pursuant sub-clause 1.1 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: NOT APPLICABLE

(c) Completion Time

An alternative Completion Time, if permitted under ITB 15.1, will be evaluated as follows: NOT APPLICABLE

(d) Technical Alternatives

Technical alternatives, if permitted under ITB 15.1, will be evaluated as follows: NOT APPLICABLE

(e) Margin of Preference

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

1.1 For International Bidding

A bidder, incorporated in the Republic of Mauritius and employing local manpower for 80% or more of the total man-days deployed for the execution of a Works contract, shall be eligible for a preference of 15%.

1.2 For National Bidding

(i) A local Small and Medium Enterprise, having an annual turnover not exceeding Rs 50 million or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs50 million and employing local manpower for 80% or more of the total man-days deployed for the execution of a Works contract, shall be eligible for a Margin of Preference of 20%.

(ii) Any bidder incorporated in the Republic of Mauritius not satisfying all the conditions mentioned in (a) above but employing local manpower for 80% or more of the total man-days deployed for the execution of a Works contract, 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 executing works on the site.
(g) Evaluation of Mandatory Criteria online

1.1 Templates for mandatory evaluation criteria
For all online bidding, bidders have to respond to a set of mandatory evaluation criteria in respect of:

(i) Eligibility and Conflict of Interest
(ii) Qualification and Experience, and
(iii) Technical compliance

Bidders may respond to these criteria using a drop-down list on the basis of Complied, Not Complied or Partially Complied and support their response by filling in the text box provided for and/or by uploading documents where so allowed.

1.2 Eligibility Criteria

- Bidders should be registered with the CIDB in the appropriate grade in Building Constructions Works.
- Bidders must be Mauritian nationals or entities incorporated in Mauritius
- Bidders must comply with ITB 5.3 so as not to be in a position of Conflict of Interest.
- Bidders must not be under a debarment sanction from PPO at the time of submission of bids

1.3 Qualification and Experience

- Bidders must satisfy the requirements of the public body as defined for key personnel in BDS clause 6.3 (d) and forward details of their credentials along with the bid.
- Bidders must establish the financial soundness of their companies supported with data from their Audited accounts/Financial Statements
- Bidders must demonstrate that they have the capacity to meet the cash flow requirements as defined in BDS 6.3 (e)
- Bidders must demonstrate that they may, if awarded the contract, mobilize Plant and equipment as specified in BDS 6.3 (c)

1.4 Technical Compliance

- Bidder must demonstrate their understanding of the works (as per the schedule of requirement) and skill to execute same by submitting a soft copy of preliminary description of the proposed work method and schedule, including drawings and charts, as necessary referred to in ITB 6.1.
PART 2 – Employer’s Requirements
Section V - Employer’s Requirements

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SCOPE OF WORK

The works consist of the construction of a New Standalone Space for Maintenance of Fire Fighting Vehicles with pre-painted Aluminium alloy profiled sheets roof supported by round reinforced concrete columns. The roof structure should comprise of galvanized metal sections and purlins to be covered by pre-painted Aluminium alloy profiled sheets roof. The works should also include finishes to all elements, drainage and site works as more thoroughly described in drawings, specifications and other parts of the bid documents.
Specifications (where applicable)

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

All materials used in this project should be to the approval of the Architect and Engineer.

With reference to the “Standard Specifications”, kindly note that:-

Page 35 of the “Standard Specifications”

An Approved Testing Authority is further defined as:-
(i) Materials Testing Laboratory
(ii) Mauritius Standard Bureau
(iii) The Laboratory of the University of Mauritius

PAINTS

External coating paints shall be waterproof and be guaranteed against discoloration, bacterial growth, cracking, chipping and peeling off from both metal and masonry surfaces for a period of not less than Five (5) years.

All paints, applied shall be eco-friendly with zero VOCs (Volatile Organic Compounds) or low VOCs (less than 5%).
ALUMINIUM WINDOWS AND DOORS

1.0 GENERAL

1.1 Submission

1. Submit shop drawings
2. Show detailed window assembly, including: large scale details of members and materials, of brackets and anchorage devices and of connection and jointing details fully dimensioned layouts for positioning of brackets and anchorage devices structures, dimensions gauges, thickness, glazing details, description of materials including catalogue members, products and manufacturer’s names, aluminium alloy and temper designations, finish specifications and all other pertinent data.
3. All the above submissions shall be duly signed by a registered Professional Engineer.

1.2 DELIVERY AND STORAGE

1. Adequately protect aluminium and aluminium finishes to prevent damages thereto during fabrication, storage shipping, handling and installation.
2. Deliver, handle and store units by methods approved by manufacturer. Protect from damage and staining.
3. Protect stills and stools after installation with boards heavy paper or other suitable protection, secured in place, to prevent staining or scratching. Do not remove protection before final cleaning.

1.3 WARRANTY

1. The contractor shall submit a warranty of five years in writing from the manufacturer.
2. In addition to the above, insulating glass units shall carry manufacturer’s standard warranty of minimum five years for defective materials and ten years.
3. The warranty shall include resistance to cyclonic winds of not less than 280 km/hr and water tightness.
4. The contractor shall submit a certificate from a registered professional engineer certifying that Aluminium openings fixed in place shall withstand wind speed of not less than 280 km/hr. This certificate shall in no way waive or diminish the contractor’s liability towards the employer.
5. The contractor to fill and submit Form as per annexed.
2.0 PRODUCTS

2.1 MATERIALS

1. Aluminium extrusions: Shall be for the ALCAN, HUECK, TECHNAL, MUSKITA and ALUNION aluminium or approved equivalent of minimum 25 microns.

   (i) -60-

2. Finish clean anodized sections natural finish.

3. Bolts, screws and fasteners: Hot dipped galvanized or cadmium plated Steel or 302 stainless steel.

4. Glass: 6 mm clear glass.

5. Glazing Tape: Vulcanised butyl tape with continuous neoprene spacer, colour as selected by Architect.

6. Setting Block: Neoprene 10 mm long, 80A durometer.

7. Steel: Brake formed, galvanized sheet steel.

3.0 EXECUTION

DESIGN

1. Allow full expansion and contraction of window framing members without causing stress within the window assembly as result of such expansion and contraction.

2. Tolerate structural deflection and distortion structure, under design criteria conditions, without imposing load on window assembly.

FABRICATION

1. Make profiles of framing members as shown on drawings.

2. Entire assembly shall be weather tight throughout.

3. Fabricate complete units in shop to provide minimum tolerance and hairline joints throughout.

4. Assemble members by stainless steel screws. All connections shall be internally sealed in factory with approved sealing compound. Exposed frame sealants are not acceptable.

5. Aluminium extrusions shall be designed to provide sufficient section modules to safety resist imposed loads but minimum thickness of any part of the load bearing extrusion shall be 3 mm. Glazing stops may be 6 mm. Be prepared to submit design date as requested by Architect.

6. Conceal interconnecting members and fasteners in completed assembly.

7. Do not place manufacturer’s name plates, labels or any other finished means of identification on exposed of finished parts.
8. Provide weep holes on tubular members to drain and condensation.
9. Glass stops shall provide edge margins recommended by glass manufacturer.
10. Paint all metal surface in contact with concrete or masonry, plastic, mortar or dissimilar metals with protective lacquer or bituminous coating.
11. Mitre and full strength vulcanize joints in weatherstripping.

4.0 INSTALLATION

1. Provide all fastenings or anchors required to be built in under work of other Sections.
2. Use only concealed fastenings.
3. Securely install components so that they line up square in true, straight flat and/or flush planes, plumb and level free from distortion.
4. Make joints neat and fine as practicable. Allow for full expansion and contraction and take into consideration climatic conditions prevailing at time of installation.
5. Fasten galvanized steel supports and clips with galvanized bolts and fasten aluminium members with stainless steel screws and bolts.
6. Ensure that corner joints of frames are weathertight.
7. Clean aluminium and glass surfaces that are to receive glazing materials with an oil removing solvent and wipe dry.
8. Glaze windows with factory glazed wrap around vinyl glazing channels.
9. Place setting blocks at quarter points for each type of glass.
10. Comply with tape manufacturer’s recommendations regarding use of spacers for certain glass sizes.
11. Install glass with clean cut edges, leaving spaces to expansion and contraction between edge of glass and inside of frame as recommended by glass manufacturer.
12. Finish tape and glazing wedge with straight unwaving sight lines.
13. Conform to sealant manufacturer’s written recommendations for cleaning, priming, backing and joint design to suit type and location of joint and temperature conditions at time of application.
14. Mask adjacent surface likely to become marred with sealant or primer, using non-thermosetting easily removed masking.
15. Apply sealant using pressure operated gun fitted with suitable nozzles approved by the sealant manufacturers. Apply in accordance with manufacturer’s directions and recommendations.
16. Apply sealant in such a manner as to assure good adhesion to sides of joints and to completely fill voids in joints. Form surfaces of sealant smooth, concave, free from ridges, wrinkles, sags, air pockets and imbedded impurities.
18. Remove masking tape, soils and sealant which may have been deposited on surfaces near joints.
19. Seal all window frames to adjacent materials both sides.

5.0 CLEANING

1. When directed, inspect work and remove protective wrappings, coatings and devices and clean glass and aluminium surfaces. Use methods which will not scratch or damage glass, paint or coatings.
CERTIFICATE FOR ALUMINIUM OPENINGS

In accordance with the requirements of (Clauses 1.1 and 1.3) of the Specifications of the contract for the Supply and fixing of Aluminium Openings for the project (Name of Project) ……………………………………………………………………………………….................................................................

I, the undersigned Registered Professional Engineer, hereby certify that the aluminium openings which have been fixed at (Location) ……………………………………………………………………………………….................................................................

have been designed to resist cyclonic winds of 280 Km/hr.

Name of Engineer: ……………………………………………………………………………

Registration Number with the Council of Professional Engineers:

…………………………………………………………………………

Signature: ………………………………………………………………………

The following part is to be signed by the Contractor.

In the event of a failure of these openings due to cyclonic winds of 280 km/hr or less, (Name of Contractor) ……………………………………………………………………………………….................................................................

undertakes to replace these openings and make good all damages resulting from the failure of these openings.

Name:……………………………………………………………………………………

In the capacity of:……………………………………………………………………

Signed:……………………………………………………………………………………
Duly authorized to

Sign the certificate for and

on behalf of: ...........................................................................................................

Date: ......................................................................................................................

Seal of Company: ....................................................................................................

NOTE:

Bidder shall fill up this form and upload same on the Any Other Document Template on
the E-Procurement System,
WATER SUPPLY AND WASTES INSTALLATION

SPECIFICATIONS

A. PIPINGS

Water pipings for the whole network shall be in UPVC pressure type, rated to withstand a pressure of 10 bars minimum. Dimensions shall be as appropriate, as indicted in drawings, UPVC pipes shall conform to relevant international standards (ISO R 161) BS 4514.

Joints shall be solvent welded by use of appropriate PVC solvent glue. Parts to be joined shall be cleaned first to remove all traces of grease and dirt before being glued together.

Screwed fittings shall be used wherever required to stop valves, flexible pipes etc.

At all user points, except for bib taps, chrome plated ringed flexible pipes shall be used.

Cold water pipings shall be pressure tested to 8 bars at completion of installation works.

A certificate to that effect is to be submitted.

Exposed UPVC pipes at roof shall be painted with anti UV paint and Contractor to include for all fixation above waterproofed roof so as not to pierce through the waterproofing.

Water supply pipings shall be fixed to walls, floorducts, services ducts, furniture panels, etc. by means of colour matching nylon mounting clips at intervals as per manufacturer’s specifications.

In addition to the stopcocks provided at each sink unit, appropriate easily accessible stop valves shall be provided in the network so as to enable each laboratory/floor to be isolated independently for maintenance purposes.

PLUMBING AND WASTES INSTALLATION

B. PLUMBING WORKS

(a) All water supply shall be “polycop pipes” with brass fittings except for underground water supply pipes which shall be “polypipes” with brass fittings or equivalent

(b) All internal water supply pipes shall be concealed in block works.

(c) Where surface mounted, all water supply pipes shall be fixed with approved clips of the same colour of the pipes.

(d) Appropriate stop valves shall be provided at easily accessible points so that the toilets and other blocks can be isolated floor-wise in case of leakages and for maintenance purposes. A minimum number of stop valves shall be provided as follows:

   (i) Entry and exits of all water tanks

   (ii) Each toilet block
(iii) After Central Water Authority Metre
(iv) Other blocks and water points

C WASTE PIPES
Waste pipes, waste water (except for laboratory waste) shall be in PVC of the appropriate dimensions and laid to fall 1:100 minimum.

Joints shall be solvent welded by use of appropriate solvent glue. Parts to be joined shall be cleaned thoroughly to remove all traces of grease and dirt prior to joining.

All joints are to be tested for leaks. A certificate to that effect is to be submitted.

PVC bottle traps are to be connected at discharges from wash hand basins and sinks.

All waste pipes are to be connected to catchpits and rodding eyes shall be provided at all changes in direction.

D TESTING AND COMMISSIONING
All piping work is to be done neatly and to the entire satisfaction of the Architect.

Water supply pipes are to be pressure tested to 8 bars pressure and held for at least 8 hours to test for leaks.

Pipes shall be properly supported along walls by means of saddles, PVC clips, etc.

Waste pipes shall be tested for leaks at all joints.

Certificate of testing shall be submitted to the Architect on commissioning.

As-made drawings are to be submitted in 3 copies on commissioning.
TIMBER SPECIFICATIONS

TIMBER FOR WORKTOPS

Timber used for all work benches and wall benches (worktops and structural members for both) shall be solid iroko timber of thickness as specified in the drawings of wherever not mentioned. The timber shall be kiln dry and of minimum moisture content of 12.5.

The timber used should be guaranteed for a period of 5 years after handing over against warping, cracks, shrinkage and distortion.

All finishes shall be as specified in the drawings and to Architect’s approval.

Contractor to include all joineries not specified in the drawings that may be required during manufacture of furniture as per drawing.

Contractor to allow for cutting out of worktops for fixing vulcathene sinks. Care must be taken to have neat joints to the satisfaction of the Architect.

Timber used for glazed cupboards shall be sapele or as specified in the drawings.

A Certificate for moisture content shall be submitted to the Architect prior to mass production.

In case MDF boards are specified for the racks, a Certificate of the density of the material shall be submitted as well as damp-proofness.

All drawers, cupboards, lockers and worktables shall have locks as per standard specifications.

Glass panes used shall not be less than 4 mm and samples should be submitted for approval by Architect.

Metal sections shall be hot-dipped galvanized after manufacture, primed and painted as per architect’s specifications.

PODIUMS

The podiums shall be as the standard sheet and supplied as specified in the layouts. The vinyl flooring over the podiums shall be to EN 649 and BS 3261, of total thickness 2.55 mm thick with a wearlayer of 0.75 mm. All joints shall be seamed welded and colour to Architect’s approval.

JOINERY WORK GENERALLY

All joiner’s work generally shall be cut and framed together on the commencement of the works, but shall not to be wedged up or glued until the building is ready for fixing same.

All work shall to be properly, tenoned, shouldered, wedged, pinned, bradded, etc. as directed and to the satisfaction of the Interior Designer and all properly glued up with best quality approved glue. Oval or round brads or nails shall be used for fixing on face work, heads properly mails punched in and the holes filled with putty or as otherwise described.
FINISH TO WOODWORK
All exposed faces of woodwork shall be wrot, which shall mean bringing up the surface after planning with sand paper to a smooth satin like finish.

DOOR FRAMES AND LININGS
Door frames and linings shall be constructed to the sizes and details shown on the drawings. Joints between style and head shall be mitred.

Fixing irons shall consist of 300 mm long g.m.s hoop not less than 3 mm thick bent up at 75 mm at one end and twice screwed to the frame and the other end built into the walls, and cast into lintols to the depth of 225 mm deep, the straps shall be cut off to the full depth of the lintol.

10 mm diameter galvanized metal dowels shall be fixed to each end of the frames and let into the floor concrete to a depth of at least 50 mm.

Door linings shall be screwed to wooded fixing dovetail shaped and let into the walls and lintol with the same number of fixing irons to frames.

DOORS
Doors shall be provided and fixed to the sizes and details shown on the drawings. Doors shall be free from all blemishes and shall be rubbed down to a satin like finish. Framed, ledged and braced doors shall be made to the sizes shown on the drawings and the nailing in construction shall be driven from the face side, the heads of nails shall be punched d the holes filled with putty.

Butts and hinges shall be to the sizes and type specified and be fixed with the full number of screws and on no account shall nails be used.

PLYWOOD
Plywood shall be to the specified thickness and shall comply with BS 1455, plywood shall be Grade 1 where varnished and Grade 2 where painted. Concealed side of plywood can be Grade 3.

GLUES
All glues to be used for joinery works shall be the best of their respective kind and shall conform to BS 745,1444,1203 and 1204.

SCREWS
Screws to be used for the joinery works shall be brass and shall conform in every respect to BS 1210.
NAILS
Nails shall be galvanized mild steel wire nails – all on accordance with BS 1202.

MOISTURE CONTENT OF TIMBER
The Contractor is to ensure that the moisture content of the various items if joinery delivered to the site should be at least 12%.

SHRINKAGE
The arrangement, jointing and fixing of all joinery works shall be such that shrinkage in any part and in any direction shall not impair the strength and appearance of the finished work and shall not cause damage to contiguous materials or structure.

TOLERANCE
Reasonable tolerance shall be provided at all connections between joinery works and the building carcass, whether of masonry or frame construction, so that any irregularities, settlements or other movements shall be adequately compensated.

FABRICATION
The joiner shall perform all necessary mortising, tennoning, grooving, matching, tonguing, housing, rebating and all other works necessary for correct jointing. He shall also provide all metal plates, screws, nails and other fixings that may be ordered by the Interior Designer or that may be necessary for the proper execution of the joinery works specified. The joiner shall also carry out all works necessary for the proper construction of all framings, linings, etc. and for their support and fixing in the building.

JOINTS
The joinery shall be constructed exactly as shown on the Interior Designer’s details. Where joints are not specifically indicated they shall be the recognized forms of joints for each position.

The joints shall be made so as to comply with BS 1186, Part 2: 1971.

Loose joints are to be used where provision must be made for shrinkage or other movement acting other than in the direction of the stresses of fixing or loading.

Glued joints are to be used where provision need not be made for shrinkage or other movements in the connections, and where sealed joints are required.

All glued joints shall be cross-tongued or otherwise reinforced.

All nails, sprigs, etc., are to be punched and puttied.

Where glued joints are to be carried out surfaces in contact are to have a good swan of planed finish. All cutting edges of tools are to be sharp to avoid “burnishing”. The surface of plywood
to be glued should be lightly dressed with sand or glass paper. The sand or glass paper must not be allowed to clog and cause “burnishing”.

Members in constriction to be joined by gluing are to be of similar conversion. All surfaces to be glued are kept clean, free from dirt, sawdust, oil and any other contamination.

Adequate pressure should be applied to glued joints to ensure intimate contact is maintained whilst the glue is setting.

Mixing application and setting conditions should be in accordance with the glue maker’s instruction.

“Adhesives” for joints in non-loadbearing internal work and for joints in work where the moisture content is always less that 16 per cent can be casein or organic glues.

For work under damp conditions (moisture content normally 20 per cent or more or conditions liable to fungal attack): resin type adhesive are to be used.

SCRIBEING

All skirtings, architraves, plates and other joinery works shall be accurately scribed to fit the contour of any irregular surface against which they may be required to form a close butt connection.

FLUSH DOORS

Flush doors shall be semi-solid cored and shall be lined on both sides with 4 mm Grade 2 plywood for painting or 4 mm Grade 1 teak plywood where shown.

The doors shall be lipped with 10 mm thick hardwood strips on (4) for sides and shall be fitted and hung to frames as detailed on drawings and specified previously.

Doors shall otherwise conform to BS 459.

PROCEDURE

MEASUREMENTS FOR JOINERY

The Contractor is to take all measurements for joinery works at the building, and not from the Interior Designer’s drawings, except where the work is specified to be “built in”.

FIXED-IN-JOINERY

Where joinery works are specified to be “fixed-in” or inserted in the positions, they are to occupy after the surrounding or enclosing carcass has been constructed. It shall be the responsibility of the contractor to ensure that the necessary fixings are incorporated in the carcass. Alternatively, the Contractor shall construct such ground works as are required to provide a suitable base and fixing for the joinery works. The spaces enclosed in the ground works and behind joinery works, shall be filled in solid with plaster. The Contractor is to secure
“fixed-in” joinery works so that they are plumb and true to the shapes and dimensions shown on the working drawings and details. Vertical junctions shall be solidly bedded with mortar, wedged or otherwise secured, as may be specified or as is most appropriate in the circumstances, but a clearance is to be maintained in all overhead junctions so that settlements in the building carcass may take place without stressing or otherwise loading the joinery works. Joinery works shall not be fixed in position until after all floor, wall and ceiling surfaces have been formed or constructed, unless otherwise specified.

JOINERY ASSEMBLED IN-SITU

Where joinery works are specified to be “assembled in situ” and all stresses of support and fixing are to be engaged in the building, it shall be the responsibility of the Contractor to ensure that the necessary fixings are incorporated in the carcass; alternatively, the Contractor shall construct such ground works as are required to provide a suitable base and fixing for the joinery works.

The spaces enclosed in the ground works and behind the joinery works shall be filled in solid with plaster or weak concrete.

In situ joinery works shall not be executed until after all floor, wall and ceiling surfaces have been formed or constructed, unless otherwise specified.

DRAWINGS

Work is not started until the Interior Designer has approved the manufactured full-size setting out drawings to be provided by the Contractor. Suggestions which the manufacturer may wish to make modifying the construction and joints shown on the Engineer’s drawings will be considered.

INSPECTION

Facilities are to be given for the Interior Designer to inspect all work in progress in shops and on the site.

TIME FOR DELIVERY

None of the joinery is to be delivered until it is required for fixing in the building. Joinery which does not require to be built in as the work proceeds is not to be brought to the site and fixed until the building in enclosed.

TRANSPORT AND PROTECTION

The joinery is to be kept under a waterproof cover during transit and it is to be similarly covered and kept clear of the ground on the site. It is to be handled and stacked carefully to avoid damage.
MAKE GOOD DEFECTIVE WORK

Should any shrinkage or warping occur or any other defects appear in the joiner’s work before the end of the defects liability period such defective work is to be taken down and renewed to the Interior Designer’s satisfaction and any work disturbed in consequence must be made good at the Contractor’s expense. Should any shrinkage or warping occur or any defects appear, which cannot be rectified the Contractor shall remove such defective work and replace by new one at his own expense.
SPECIFICATIONS FOR ELECTRICAL WORKS
1.0 SCOPE OF WORKS
The extent of works under the present contract shall include but shall not be limited to the supply, installation, testing and commissioning of the following items for the new shed to Mechanical Workshop at Coromandel Fire Station.
(a) Construction of underground duct network and manholes for underground cables
(b) Cables including underground cables
(c) Conduits
(d) Distribution boards complete with switchgears
(e) Lighting fittings and accessories
(f) Switches
(g) Final circuit wiring
(h) Earthing System
All related builder’s work comprising excavation, backfilling, provision of cable ducts, concrete surround and manholes, and making good to affected cement and asphaltic concrete shall also be included in this contract
The installation shall be carried out to the best standards of workmanship to provide the electrical system shown on the drawings and described in the documents and specifications. All materials and equipment shall be new and of the best quality.
Samples and technical literature for all electrical materials shall be submitted to the Director of the ESD or his representative for approval prior to installation on site.

2.0 REGULATIONS
The present specifications are a general guide to the Electrical Contractor and are addressed to qualified persons. The installation shall in every respect be done to BS7671, 1992—Requirements for electrical installation (IEE wiring regulations, 16th edition, U.K).

3.0 ELECTRICAL SUPPLY
The new installations for the shed shall be furnished with single phase power supply derived from the main 4P Isolator 100A in the existing distribution board for the workshop through 3-core 2.5mm² armoured cables.
The outgoing 2.5mm² armoured cables shall be routed underground (refer to electrical site plan) and shall be controlled by new switchgears which shall be enclosed in a new
distribution board SDB-Shed as described in paragraph 4. The SDB-Shed shall be installed next to the existing distribution board for the workshop.

4.0 DISTRIBUTION BOARD (SDB-Shed)
One 16A Double Pole MCB complete with 30mA RCCB in a 6-module enclosure (plexo type) shall be provided near the existing distribution board.

The enclosure shall be to IP55, IK08 and shall be made of thermoplastic. They shall be provided with a hinged lockable door. They shall be properly earthed.

Identification labels of laminated plastic materials (Perspex) engraved, black on white with no less than 6mm ‘Limo’ style letters shall be fixed on or adjacent to all proposed distribution boards and switchgears.

Suitable warning notices in red lettering on white background shall be provided on each distribution board. Suitable “Danger” plates shall be securely affixed on the enclosure and mounted in prominent position.

5.0 SWITCHGEARS

5.1 Miniature Circuit Breaker
Miniature Circuit Breaker (MCB) shall be to BS 3871 and shall be double poles. They shall provide protection both against overloads and short circuits. The MCB shall be of type C and minimum breaking capacity of 6KA.

5.2 Residual current circuit breaker (RCCB)
Residual Current Circuit Breaker (RCCB) shall be associated with the MCB. They shall provide protection against earth leakages. The RCCBs shall be of sensitivity 30mA.

6.0 UNDERGROUND CABLES AND DUCT NETWORK
The underground cables shall be of the steel wire armoured type. It shall consist of stranded copper conductor, PVC insulated and PVC sheathed. Cables shall comply with BS 6346. The cables shall be of the 600/1000V grade and the colour coding shall be as per prevailing British Standards and Mauritian Standards.

The underground cables shall be run through yellow/orange high pressure pvc pipes of diameter 110mm in trenches. The underground ducts shall be installed as illustrated in the attached drawing.

Cables shall run in continuous lengths; no cable joint shall be permitted. The contractor shall also allow for all cable glands and termination lugs.
The contractor shall make the necessary allowance in his quotation for the trenching work which shall include excavation and backfilling, as well as erection of manholes and carting away of surplus soil.

The PVC piping work shall be of such type as to be completely watertight and tenderer shall take all necessary precautions to prevent ingress of soil into these pipes during and after installation.

### 7.0 ELECTRICAL MANHOLES

The construction and sizes of the electrical manholes shall be as per the attached drawings. All manholes shall have **waterproof heavy-duty reinforced concrete covers** which shall support the weight of vehicles and lorries of the fire department. The covers shall be opened by means of special tools/handles which shall be delivered to the client at the time of commissioning. “DANGER ELECTRICITY’ shall be marked on top of the covers.

The exact location of all electrical manholes shall be determined on site in the presence of the ESD representative.

### 8.0 WIRING WORKS

The wiring for luminaires (in the shed) is to be enclosed in ‘isorange’ conduit in the reinforced concrete column of the shed for vertical run and flexible conduits (properly attached to the top metal part) for the horizontal installation unless otherwise indicated. The conduits shall be fireproof and flameproof. Conduits of adequate dimension shall be used to satisfy cable space factor.

### 9.0 SWITCHES

Switches shall be of weatherproof type to IP54. The number of gang and ways shall be as indicated in the drawings. The lighting switches shall be fixed at 1500m above the finished floor level.

### 10.0 LUMINAIRES

Luminaire shall be in accordance with the schedule given below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
</table>
| A    | Highbay LED Light (suspended type) with the following characteristics  
- Ingress protection code: IP65  
- Light Source: replaceable LED Module  
- Power: about 110W  
- Beam angle; about 45° |
The highbay light shall be suspended from the top metal structure and all fixing accessories/adaptors required for a sound installation (without swinging due to wind) shall be provided.

### 11.0 **EARTHING SYSTEM**

The new distribution board shall be provided with a local earthing system. This shall comprise of at least 3 copper-clad steel earth rods/plates with dia 16mm buried to a depth of 2400mm at 5m intervals as shown in the diagrams. The interconnecting copper cable between the earth terminal of the distribution board and the earth rods shall be sized in accordance to IEE Regulations.

The earth resistance shall not exceed five ohms.

Concrete inspection pits c/w hot-dipped galvanised lids shall be provided, subject to Energy Services Division approval in order to facilitate inspection and testing.

### 12.0 **TESTING & COMMISSIONING**

Upon completion of the installation or part of it, the Contractor shall test and commission plant, equipment and integral systems, in stages if required, to ensure that it is intrinsically safe, in proper working order and capable of performing its functions in accordance with the specifications and to the satisfaction of the ESD.

Tests shall be carried out in the presence of the Director, ESD or his representative on all sections of the installation work and three duly signed certificates of test results shall be submitted to the Engineer.

The following tests shall be performed:

(a) Insulation resistance on main and sub-main cables prior to connection.
(b) Operation of protective devices and RCCB tripping time
(c) Continuity test
(d) Earth Resistance Test

If the installation fails any of the above tests, then any previous tests already carried out and affected by the remedial work required must be repeated.

Arrangements for testing including supply of test equipment shall be the responsibility of the Contractor.

The installation shall be considered complete only after the following have been carried out:

1. Defects pointed out by ESD have been made good.
2. Completion and test certificates (3 copies) have been submitted and found satisfactory by the Director, ESD or his representative.

13.0 **GUARANTEE**

The Contractor shall guarantee all work for a period of twelve months as from the date of successful commissioning. In the event of a defect arising within this period, which in the opinion of the Engineer is due to faulty workmanship or materials, the Contractor shall, at his own expenses make good such defects where instructed to do so, to the satisfaction of the Engineer.

The repairs shall be carried out within 48 hours of the express demand of the ESD.

14.0 **CIVIL WORKS**

Associated civil works are included in the contract and shall be carried out as per drawings to be submitted by the Contractor and approved by the Engineer.

After completion of work, any excavated and unused materials shall be cleared from site.

15.0 **SITE VISIT**

The bidder is advised to visit the site prior to submission of tender so as to be fully aware of the nature and extent of works involved.

16.0 **PRICED ACTIVITY SCHEDULE**

The bidder shall submit his quotation on the attached Priced Activity Schedule.

All drawings and specifications are complementary and should be read accordingly. The bidder is advised to carry out measurements and to check the quantities of materials and equipment.

Where a work is specified or implied in the drawings and specifications and description of works not itemised or priced in the Priced Activity Schedule, any such work shall be deemed to have been included elsewhere in the Bid price.
In each case of discrepancies, omissions and errors, the bidder shall inform the Director of the Energy Services Division before submitting his tender. No claim shall be entertained afterwards.

17.0 DRAWINGS

The contractor shall, upon completion of works, submit three copies of “As-made” drawings including schematic layout of circuits. One copy of the schematic layout shall be kept within its corresponding distribution board.

The installation shall not be deemed complete if the above is not satisfied.
EARTHING

Distribution Board

Earth conductor

Soil level

Earth pit
Earth pit
Earth pit

600 mm

16 mm dia
2000 mm long
copper clad
earth rod

5000 mm 5000 mm

Note: The No. of earth rods shown is indicative only. These shall be increased until the desired Earth Resistance is obtained.
**Earth pit**

- Reinforced concrete cover to be removed by tool only
- Reinforced concrete earth pit
- Soil level 500 mm
- Clamp
- Earth conductor 600 mm
- Copper clad rod
Specifications for trenches for laying of underground cables

Notes:
1. Warning tape shall be of plastic type yellow colour 0.5 mm thick 200 mm wide clearly labelled “DANGER ELECTRICITY” over each of 0.5 m.
2. PVC conduit shall be of yellow coloured pressure type.
3. Reinstatement work shall be carried after the installation of underground conduit and cable.
Notes
1. All dimensions are in millimetres
2. Walls of manholes to be plastered
3. Heavy Duty Cast Iron Cover to be 400x400mm
4. Manhole to be made of reinforced concrete

<table>
<thead>
<tr>
<th>Energy Services Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Manhole</td>
</tr>
</tbody>
</table>
Preliminaries and General Costs

1. **Schedule of Rates**
   The successful Contractor is requested to fill the SCHEDULE OF RATES to cover all items and work in this contract.

   The Schedule must be agreed with the Quantity Surveyor before the Contract is signed and will form part of the Contract.

   The rates shown on the schedule shall be used for adjusting extras or omissions.

2. **Ordering of Materials**
   The selected Contractor shall place orders at the very beginning of the contract for materials, fittings and items of equipment required for this work.

   Non-availability of these items will not be considered as an excuse for delay on the works.

3. **Discrepancies**
   Should the Contractor at any time discover discrepancies between drawings, scope of works or any other documents or in dimensions instructions, he shall immediately refer same to the Architect who shall decide the course to be followed. Failure on the part of the Contractor to comply with this Clause may invalidate any subsequent claim made by him.

4. **Contractor to visit site**
   Contractor shall visit the site before tendering and ascertain the nature of the ground and subsoil to be excavated, the contours thereof and acquaint himself with local conditions, site conditions, site restriction, working space available, means of access, limitation and restrictions to access, risk of damage to adjacent properties, roads, etc.

   The contractor will have to carry out any other survey that in his opinion is necessary for him to submit a proper proposal. This survey shall also include the services underground or above that may run on site and he shall allow in his offer for their deviation if required.

5. **Area to be occupied by Contractor**
   The area of the site which may be occupied by the Contractor for his use as storage or for erection of workshops etc, shall be defined on this site by the
6. **Access to Site and Temporary Roads**

Means of access to the site shall be agreed with the Architect prior to the commencement of the work. Contractor must allow here for building any temporary access roads, gantries for the transport and lifting of all materials, plants and workmen required for the complete execution of the works, including the provision of temporary culverts, crossing bridges or other means of gaining access to the site. Upon the completion of the works the Contractor shall leave such temporary, access roads, culverts etc. Undisturbed unless ordered otherwise by the Architect. No claims will be entertained for such temporary services left on site or for their removal and restoration on the site to the original condition.

7. **Maintenance of Roads**

The Contractor shall allow for maintaining and keeping public and private roads free from mud debris, etc, arising from the works throughout the duration of the contract.

8. **Plant, Tools, Scaffolding**

The Contractor shall provide all necessary plants, tools scaffolding and vehicles for the efficient and expedious execution of the works and at or before completion clear same from building and site and make all good.

9. **Setting Out**

The Contractor shall set out the works in accordance with the dimensions and levels shown on the approved drawings and shall be responsible for the correctness of all dimensions and levels so set out by him. He will be required to rectify all errors arising from inaccurate setting out at his own cost and expense. In event of error or discrepancy in the dimensions or levels marked out on the drawings being discovered, such errors or discrepancies shall be reported by the Contractor to the Architect for his immediate consideration.

No work connected with such errors shall be continued by the Contractor until he has received written instructions from the Architect to adjust such discrepancies.

10. **Discharge of Workmen**

The Contractor shall only employ qualified foremen, artisans and labourers on the works. If, in the opinion of the Architect any person employed by the Contractor misconducts himself or is likely
to cause or has caused strikes, quarrels or delays, or is incompetent the Contractor, when so directed by the Architect in writing shall at once remove such person from the works site.

11. **Government Ordinance and Regulations**

The Contractor must also make himself acquainted with current ordinance and any Government regulations regarding the movement housing security and control of labour camps, passes for transport etc... and allowance must be made in his Tender for compliance therewith in so far as they are practicable. It is important that the Contractor before tendering shall obtain from the relevant Authority the fullest information regarding all such regulation and/or restrictions which may affect the organisation of work, supply and control of labour, etc... and allow accordingly in his Tender. No claim for want of knowledge in this connection will be entertained.

12. **Water, Light and Power, telephone**

The Contractor shall provide at his own risk and cost the water, light and power required for use in the work and make them available free of charge to sub-contractor and others.

The Contractor will be required to arrange for the installation of a temporary connection to the main water supply and to provide himself with all necessary temporary water piping and storage tanks as required or directed, remove same and make good disturbed surfaces at completion to the satisfaction of the Architect and pay all charges for meter hire and water consumed until the completion of works.

The Contractor shall provide and maintain a temporary telephone service on site for the full period of the contract at his own costs.

13. **Watching and Lighting**

The Contractor, from commencement of the contract, shall provide all watching lighting and protection of the works, materials and public through fares as may be necessary for the safety of the works, and for the protection of the public and his own employees.

14. **Sheds for Storage of Materials**

The Contractor shall provide and maintain to the satisfaction of the Architect and clear away on completion of the works water tight sheds for the storage and protection of all materials required for the proper execution of the work. He shall also provide storage sheds as may be required by subcontractors nominated sub-contractors and nominated suppliers and remove same when ordered.
15. **Foreman’s Office**
The Contractor shall provide a temporary office for the use of the foreman on the site in a position to be agreed by the **Architect**.

16. **Sanitation for work**

**People**

Adequate sanitary accommodation for his work and for his people etc... shall be arranged and maintained by the Contractor to a standard satisfactory to the Ministry of Health or Health and Sanitation Department of the Local Authority/District Council and/or Labour Inspector.

The Contractor shall provide satisfactory housing for the watchman and water-borne latrine, accommodation for the labour employed on site. Whether by himself or by nominated sub-contractors and/or suppliers and arrange for and pay all charges in connection therewith and allow for removing same and leaving ground clean and free from pollution to the entire satisfaction of the **Architect**.

17. **Sign Board**
The sign boards for the display of the General and sub-contractor’s names shall be approved size and design with neat and uniform lettering.

18. **Testing of Material**
The Architect shall make such tests of the samples of any materials as he may at his discretion deemed desirable, and the cost of such tests shall be added to the Contract Sum unless the result of such tests causes the **Architect** to reject any samples or materials as not being in his opinion in accordance with the specification in which case the Contractor shall pay for such tests and the cost thereof shall be recovered there from the Contractor by deduction from the Contract Sum.

19. **Protective and Delivery**
The Contractor shall allow for covering up and protection of work liable to damage, including temporary roofs, gutters, drains etc. If necessary, case up, cover, or in other suitable way protect all finished work liable to injury to the satisfaction of the **Architect** until completion of the contract. On completion the whole of the works shall be delivered up clean, complete and perfect in every respect to the satisfaction of the **Architect**.

20. **Employer’s facilities**
The Contractor is to allow for the costs of facilities on site but not limited to the following:

(i). **Office for Supervisory Staffs**
The Contractor shall provide effect and maintain where directed on the site an approved weather and sunproof temporary office for use of the Supervisory
staffs floor size of 6m” x 3m and shall provide the following:

(a) A long suitable table size 80” X 30”
(2440 mm X 915 mm)
(b) 8 Chairs
(c) 1 pin Board

(ii) **Survey and Testing**
As may be necessary on site.

**Equipment**

21. **Removal of Plant and Rubbish**
The Contractor shall, upon completion of the works, at his own expense remove and clear away all plant, rubbish and unused materials and shall leave the whole of the site in a clean and tidy state to the satisfaction of the Architect. He shall also remove all rubbish and dirt from the site as it accumulates at the discretion of the Architect.

22. **Hoardings**
The Contractor is to provide for all necessary hoardings, as appropriate, along the boundaries allocated to him in order to secure the site.

23. **Restrictions**
Allow for the cost of restrictions including but not limited to the following:

(a) **Limitation of Workmen:**
The Contractor shall keep all persons including those employed by Sub-contractors under control and within the boundaries of the area allocated to him.

(b) **Limitation of construction activity**
The Contractor shall be required to limit the construction activity, Temporary buildings, storage of equipment and materials etc within the boundaries of the area allocated to him.

24. **PRELIMINARY PARTICULARS**

(i) **PUBLIC BODY**
The term “PUBLIC BODY” shall mean Ministry of Public Infrastructure Land Transport

ii) PROJECT MANAGER

The term “PROJECT MANAGER” shall mean be as designated by the Public Body. The project for the Mauritius Fire and Rescue Service is Assistant Chief Fire Officer, Mr. Ayacouty.

(ii) ARCHITECT

The term “ARCHITECT” shall mean Ministry of Public Infrastructure, Land Transport (Public Infrastructure Division)

(iii) ENGINEER

The term “ENGINEER” shall mean Ministry of Public Infrastructure, Land Transport (Public Infrastructure Division)

(iv) QUANTITY SURVEYOR

The term “QUANTITY SURVEYOR” shall mean Ministry of Public Infrastructure, Land Transport (Public Infrastructure Division)
Drawings

Drawings as per file names listed below which have been uploaded on E-Procurement portal:
FS9_CoromandelFireStation.pdf and include the followings the drawings:
FS9/04
FS9/05
FS9/06
FS9/EL01
FS9/EL02
FS9/ST05
FS9/ST06
FS9/ST07
FS9/ST08
PART 3 – Conditions of Contract and Contract Forms
Section VI. General Conditions of Contract

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office ppo.govmu.org under Ref. W/GCC10/05-14 dated 6 May 2014 and as per Appendix II (General conditions of contract)

The GCC can be used for both admeasurement contracts and lump sum contracts.
### Section VII. Particular Conditions of Contract

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>A. General</strong></td>
<td></td>
</tr>
</tbody>
</table>
| GCC 1.1 (r) | The Employer is  
Mauritius Fire & Rescue Service  
14, Deschartres Street  
Port Louis  
Mauritius  
Tel No: +230 212 0214  
Fax No: +230 208 3875 |
| GCC 1.1 (v) | The Intended Completion Date for the whole of the Works shall be **90 days** from the start date. |
| GCC 1.1 (y) | The Project Manager is Assistant Chief Fire Officer, Mr. D. Ayacouty.  
Tel: **212-0214**  
Mobile: **5727-5474** |
| GCC 1.1 (aa) | The Site is located at **Coromandel Fire Station, Coromandel, Mauritius** |
| GCC 1.1 (dd) | “The Start Date shall be **14 days after handing over of site.**” |
| GCC 1.1 (hh) | The works consists of the **Construction of a New Standalone Space for Maintenance of Fire Fighting Vehicles** which is more fully described in the bid document and other works as more fully described in drawings and specifications. |
| GCC 2.2 | Sectional Completions are: **Not applicable** |
| GCC 2.3(i) | The following documents also form part of the Contract:  
The insurance policy shall be submitted within **14 days** as from the date of receipt of Letter of Acceptance, for verification before the handing over of site. |
| GCC 3.1 | The language of the contract is English  
The law that applies to the Contract is the law of Mauritius. |
| GCC 5.1 | The Project manager may delegate any of his duties and responsibilities. |
| GCC 8.1 | Schedule of other contractors: **Not Applicable** |
| GCC 13.1 | Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: |
(a) for the Works, Plant and Materials: *(for the full amount of the works including removal of debris, professional fee etc...)*

(b) for loss or damage to Equipment: *(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. *Evidences to be produced by Contractor.*

(c) for loss or damage to existing property (except the Works, Plant, Materials, and Equipment) in connection with Contract: *Rs 5,000,000 (five million rupees) This cover shall be in the joint name of the two parties.*

(d) for personal injury or death:
   (i) of the Contractor’s employees: *[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works *Evidences to be produced by Contractor]*.
   
   (ii) of other people: *[This cover shall be for an adequate amount Rs 10,000,000 (Ten million rupees), for any one occurrences arising out of any one event, for Third Party extended to the Employer and its representatives]*.

(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.

The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.

<table>
<thead>
<tr>
<th>GCC 13.3</th>
<th>Delete content of Sub Clause 13.3 entirely and replace by “If the Contractor does not provide any of the policies and certificates required, this may constitute a breach of the contractors obligations under the bid conditions and may entail forfeiture of bid security or performance security or any action by the Employer under the Bid Securing Declaration”</th>
</tr>
</thead>
</table>
| GCC 13.7 | Add the following new sub clause

“13.7 – In the Event works are carried out beyond the Intended Completion Date or the Intended Completion date is extended, the contractor shall extend the Insurance policies to cover for the extended period and defects
liability period. Failure on the part of the contractor to comply with the above condition may entail:

(a) Non-certification of payment
(b) Termination of contract

GCC 14.1 There are no Site Investigation Reports for this project.

GCC 20.1 The Site Possession Date(s) shall be: On the day of the handing over of site which will be communicated to the contractor after receipt of Performance Security (if applicable), Preference Security, Insurance Policy and Program of Works all as per requirements.

The area of the site which may be occupied by the Contractor for his use as site office or for erection of workshop etc shall be approved by the Project Manager or his representative.

GCC 23.1 & GCC 23.2 Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.

GCC 24. In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.

The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to: “the competent courts of Mauritius”

GCC 24.3 Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.

GCC 24.4 For large contracts with domestic contractor or for contract with foreign contractor:

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Mauritian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.

NOT APPLICABLE

B. Time Control
### GCC 25.1
The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.

### GCC 25.3
The period between Program updates is **15 days**. The amount to be withheld for late submission of an updated Program is **25,000**

### C. Quality Control

| GCC 33.1 | The Defects Liability Period is: **365 days**. |
| GCC 39.7 | **Interim Payment for materials on site only is applicable.** The payment will be **80%** of the Project Manager’s determination of the cost of plants and materials delivered on site. |

### D. Cost Control

| GCC 35.2 | Delete “is” and replace by “may be “after line 3 in clause 35.2 |
| GCC 35.3 | Add new sub clause “35.3-Where a work is implied in the drawings or specifications or description of works and not itemized in the Activity Schedule, any such work shall be deemed to have been priced elsewhere in the contract price” |
| GCC 35.4 | Add new sub clause“35.4 -Any prices in the activity schedule shall be fully inclusive for the finished works described under the respective work item and drawings and/ or specifications and scope of works” |
| GCC 36.2 | Delete sub Clause 36.2 entirely |
| GCC 37.1 | Delete “, and, in the case of lump sum contract, also in the activity schedule, ”in line 1 of sub clause 37.1 |
| GCC 37.2 | Add “Omissions and additions shall be measured and valued at fair rates and prices, having regards to current market prices. The contractor shall supply all information required by the Project Manager to enable him to value a variation” after line 6 of clause 37.2 |
| GCC 38.1 | Delete the words “, or in the case of a lump sum contract, the Activity Schedule,” in line 1 of clause 38.1 |
| GCC 39.4 | Replace the words “...value of completed activities in the Activity Schedule.” in line 2& 3 of clause 39.4(b) by “percentage value of activities in the Activity Schedule subject to clause 35.2”. |
| GCC 41.1 (l) | The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events: (1) 100 mm rainfall or above recorded in one day at the nearest rain station; (2) An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius; and (3) Cyclone warning Class II or above. |
### SECTION VII – PARTICULAR CONDITIONS OF CONTRACT

#### GCC 43.1
The currency of the Employer’s country is: **Mauritian Rupees.**

#### GCC 44.1
The Contract is not subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients **does not apply.**

#### GCC 45.1
The proportion of payments retained is: **10% of the value of work certified up to completion of works and 5% up to end of defects liability period.**

#### GCC 46.1
The liquidated damages for the whole of the Works are: **Rs 2000 (Rupees Two Thousand) per day.**

The maximum amount of liquidated damages for the whole of the Works is **Rs 100,000.**

#### GCC 47.1
**NOT APPLICABLE**

#### GCC 48.1
The Advance Payments shall be: **10% maximum of the contract price less all prime cost, provisional sums and contingency sum and shall be paid to the contractor no later than twenty-eight (28) days from the date of issue of certificate.**

#### GCC 49.1
Performance Security is not applicable for this contract.

### E. Finishing the Contract

#### GCC 56.1
The date by which operating and maintenance manuals are required is: the date of completion.

The date by which “as built” drawings is required is: the date of completion.

#### GCC 56.2
The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is **Rs 25,000.**

#### GCC 57.2 (g)
The maximum number of days is: **50 days**

#### GCC 59.1
The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is **20%.**
Section VIII - Contract Forms

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

Table of Forms

Letter of Acceptance
Contract Agreement
Performance Security
Advance Payment Security
Letter of Acceptance

[on letterhead paper of the Employer]

........... [date] ........

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

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

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

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

Authorized Signature: ..........................................................................................................

Name and Title of Signatory: ...................................................................................................

Name of Agency: ......................................................................................................................

Attachment: Contract Agreement
Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   (a) the Letter of Acceptance
   (b) the Bid
   (c) the Addenda Nos . . . . . [insert addenda numbers if any]. . . .
   (d) the Appendix to the General Conditions of Contract
   (e) the General Conditions of Contract;
   (f) the Specification
   (g) the Drawings; and
   (h) the completed Schedules,

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

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

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

Signed by: ___________________________ Signed by: ___________________________
for and on behalf of the Employer for and on behalf the Contractor
in the in the
presence of: ___________________________ presence of: ___________________________
Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date
Performance Security

Bank’s Name and Address of Issuing Branch or Office

Beneficiary: Name and Address of Public Body

Date

PERFORMANCE GUARANTEE No.

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

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

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

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

Seal of bank and

Signature(s)
Sample Form of Preference Security

Form of Preference Security
(Bank Guarantee)

To: ___________________________________________________________ [name of Employer]

_________________________________________________________ [address of Employer]

WHEREAS ________________________________________________ [name and addresses of the contractor] (hereinafter called “the Contractor”), has undertaken in pursuance to Contract No. ________ dated ______________ to execute _________________ [name of Contract and brief Description of Works], (hereinafter called “the Contract”);

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _________________ [amount of Guarantee], 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].

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

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

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

Signature and Seal of the Guarantor ______________________________________________________

Name of Bank ________________________________________________________________

Address ________________________________________________________________

Date __________________________

---

6 Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract
Advance Payment Security

[Bank’s Name, and Address of Issuing Branch or Office]

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

Date: ..........................................................................................................................................................

Advance Payment Guarantee No.: ...............................................................................................................

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

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

At the request of the Contractor, we ...... [name of the Bank]. ...... 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] 1* ..... ( ...... [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 1 . ...... [Contractor’s account number]. ...... at ...... [name and address of the Bank]. ...... .

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

........................................... [Seal of Bank and Signature(s)] .............................................

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

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

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