



Procurement Policy Office

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

Ref: W/SBD28/05-17

STANDARD BIDDING DOCUMENTS

for

Procurement of Works

(Recommended for values up to Rs 100M)

AMENDMENTS TO DOCUMENT DATED 09 MAY 2017

PART 1:	Section I	<u>Instruction to Bidders</u> Sub-clause 5.1 (Amended) Sub-clause 6.2 (Amended) Sub-clause 6.3 (Amended)
	Section II:	<u>Bidding Data Sheet</u> ITB 6.3 (a) (Deleted) ITB 6.3 (b) (Amended) ITB 32.2 (e) (Added)
	Section IV	<u>Evaluation Criteria</u> Paragraph 1(e) (Amended)

AMENDMENTS TO DOCUMENT DATED 31 AUGUST 2016

PART 1:	Section I	<u>Instruction to Bidders</u> Sub-clause 6.2 (h) (Amended)
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AMENDMENTS TO DOCUMENT DATED 02 AUGUST 2016

PART 1:	Section I	<u>Instruction to Bidders</u> Sub-clause 5.1 (Amended) Sub-clause 6.2 (Amended) Sub-clause 6.3 (Amended) Sub-clause 6.4 (Deleted) Sub-clause 6.5 (Deleted)
	Section II:	<u>Bidding Data Sheet</u> ITB 6.2 (c) (Deleted) ITB 6.3 (a)-(e) (Added) ITB 6.4 (a)-(e) (Deleted) ITB 6.5 (Deleted)
	Section III:	<u>Bidding Forms</u> Qualification Information (Amended)

AMENDMENTS TO DOCUMENT DATED 05 MAY 2016

PART 1:	Section I	<u>Instruction to Bidders</u> Sub-clause 5.2 (Amended) Sub-clause 13.1 (Amended)
	Section II:	<u>Bidding Data Sheet</u> ITB 13 (Amended)

AMENDMENTS TO DOCUMENT DATED 30 APRIL 2015

PART 1:	Section I	<u>Instruction to Bidders</u> Sub-clause 5 (Amended)
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AMENDMENTS TO DOCUMENT DATED 27 NOVEMBER 2014

- PART 1: Section I **Instruction to Bidders**
Sub-clause 5 (Amended)
Clause 6 (Amended)
- Section II: **Bidding Data Sheet**
ITB 6.4(a) and 6.4(b) (Added)
- Section III: **Bidding Forms**
Qualification Information (Amended)

AMENDMENTS TO DOCUMENT DATED 06 MAY 2014

- PART 1: Section I **Instruction to Bidders**
Sub-clause 5.1 (Amended)
Sub-clause 6.2(g) (Amended)
- Section II: **Bidding Data Sheet**
ITB 40.3 (Amended)
- Section III: **Bidding Forms**
Qualification Information (Amended)

AMENDMENTS TO DOCUMENT DATED 25 FEBRUARY 2014

- PART 1: Section II: **Bidding Data Sheet**
ITB 3.2 (b) (Amended)
- Section III: **Bidding Forms**
Paragraph (l) (Added) and Paragraph (m) (Amended)

AMENDMENTS TO DOCUMENT DATED 17 OCTOBER 2013

- PART 1: Section I **Instruction to Bidders**
Clause 4.4 (Added)
- Section III: **Bidding Forms**
Bid Submission Form (Amended)

AMENDMENTS TO DOCUMENT DATED 04 JUNE 2013

- PART 1: Section I **Instruction to Bidders**
Sub-clause 6.2 (f) (Amended)
- Section III: **Bidding Forms**
Qualification information (Amended)

AMENDMENTS TO DOCUMENT DATED 26 DECEMBER 2012

- PART 1: Section I **Instruction to Bidders**

Sub-clause 38.3 (**Deleted**)
Sub-clause 40.3 (**Added**)
Sub-clause 43.1 (**Added**)

Section II: **Bidding Data Sheet**
ITB 32.1 (**Amended**)
ITB 32.2 (**Amended**)
ITB 40.3 (**Added**)

Section III: **Bidding Forms**
Bid Submission Form (**Amended**)

Section IV: **Evaluation Criteria**
Sub-clause (e) (**Amended**)

PART 3 Section VIII **Contract Forms**
Form of Preference Security (**Added**)

AMENDMENTS TO DOCUMENT DATED 11 OCTOBER 2012

PART 1: Section I **Instruction to Bidders**
Sub-clause 6.2(f) (**Amended**)

AMENDMENTS TO DOCUMENT DATED 27 JULY 2012

PART 1: Section I **Instruction to Bidders**
Sub-clause 5.3 (**Amended**)
Sub-clause 6.2(d) (**Deleted**)
Sub-clause 13.1 (e) (**Deleted**)
Sub-clause 21.2 (**Added**)

Section II **Bidding Data Sheet**
ITB 6.2 (b) (**Deleted**)

AMENDMENTS TO DOCUMENT DATED 26 APRIL 2012

PART 1: Section II **Bidding Data Sheet**
ITB 6.3 (a) (**Amended**)

AMENDMENTS TO DOCUMENT DATED 20 MARCH 2012

PART 1: Section III: **Bidding Forms**
Bid Submission Form (**Amended**)

AMENDMENTS TO DOCUMENT DATED 19 APRIL 2011

PART I: Section I: **Instruction to Bidders**
Sub-clause 38.1 (**Amended**)

AMENDMENTS TO DOCUMENT DATED 23 MARCH 2011

PART I: Section IV: **Evaluation Criteria**

Foreword

The Standard Bidding Documents in this publication follow the Standard Bidding Documents of the World Bank and have been prepared pursuant to section 7(c) of the Public Procurement Act 2006 for use by public bodies for procurement of works for values up to 100 million rupees. These documents may be used for national Open Advertised Bidding (OAB) and Restricted Bidding. They assume that no pre-qualification has taken place before bidding.

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

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Preface

This document has been adapted from the Standard Bidding Document issued by the Procurement Office Ref. W/SBD21/01-09 for works up to the value of Rs. 400m. It can be used in the award of admeasurement (unit prices or unit rates in a bill of quantities) and lump sum types of contracts, which are the most common in Works contracting.

Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. Lump sum contracts should be used for Works that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design variations are minimal. In lump sum contracts, the concept of priced “Activity Schedule” is used, to enable payments to be made on the basis of percentage completion of each activity.

This document is recommended for works values of up to Rs. 100m. However, in specific circumstances it may be used for values slightly higher with the approval of the Procurement Policy Office.

Summary Description

This Standard Bidding Document for Procurement of Works is to be used when a prequalification process has not taken place before bidding and, therefore, post-qualification applies. A brief description of these documents is given below.

SBD for Procurement of Works

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding Data Sheet

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III. Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Section IV. Evaluation Criteria

This section contains supplementary evaluation criteria which the Employer may choose to apply to the procurement under consideration.

PART 2 – EMPLOYER’S REQUIREMENTS

Section V. Employer’s Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions of Contract

This Section contains the general clauses to be applied in all contracts.
The text of the clauses in this Section shall not be modified.

Section VII. Particular Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

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.

BIDDING DOCUMENTS
Issued on: 14 January 2019

for

Procurement of

Construction of an Open Air Museum ---
Replica of Ancient Village at Trou Chenille

at
Trou Chenille

Procurement Reference No: LMHTF/OAB/ 01 of
2018-19

Project: Reconstruction of Trou Chenille Ancient
Village

Public Body: Le Morne Heritage Trust Fund

Standard Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Public Body as defined¹ 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 Section VII, “Particular Conditions of Contract” (**PCC**).
- 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) “writing” means any typewritten or printed communication, including e-mail and facsimile transmission,
 - (b) “day” means calendar day, and
 - (c) Singular also means plural.
- 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. Challenge and Appeal**
- 3.1 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 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

¹ See Section IV, “General Conditions of Contract,” Clause I. Definitions.

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 and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. 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**
6. (a) In accordance with CIDB Act 2008, Contractors currently operating in the construction industry have the statutory

obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.

(b) Subject to paragraph (e), 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) Paragraph (b) shall not apply to Foreign contractors who have been carrying construction works in the construction industry during the 20 years preceding 01 March 2017; and where at least two-thirds, or such other percentage as may be prescribed, of the total number of its or his employees are as citizens of Mauritius.

(f) A Foreign contractor referred to in paragraph (e) shall, for the purpose of registration, make an application with the CIDB and obtain a valid registration certificate prior to bidding for this project.

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

7. (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 signed so as to be legally binding on all partners;
 - (iii) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (iv) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (v) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 8.** 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.

8.2 (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

(b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

8.3 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.

9. Qualifications of Bidders

9.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

9.2 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) valid registration certificate with the CIDB;
- (b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
- (c) major items of construction equipment proposed to carry out the Contract;
- (d) qualifications and experience of key site personnel and technical personnel proposed for the contract;
- (e) 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) evidence of adequacy of cash-flow capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (g) authority to seek references from the Bidder's bankers;
 - (h) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards; and
 - (i) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 9.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) duly registered with the CIDB under the grade that would allow him to perform the value of works for which he is submitting his bid
 - (b) registered with the CIDB under the class(es) and 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

10. Sections of Bidding Document

- 10.1 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.

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 I - Instructions to Bidders (ITB)
 Section II- Bidding Data Sheet
 Section III - Bidding Forms
 Section IV - Evaluation Criteria
 Section V - Employer's Requirements
 Section VI – General Conditions of Contract
 Section VII- Particular Conditions of Contract
 Section VIII - Contract Forms

10.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

11. Clarification of Bidding Document

11.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.

The Employer will respond in writing to any request for clarification, provided that such request is received 15 days prior to the deadline for submission of bids.

Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.

12. Site visit/Pre-bid meeting

12.1 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 Bidders' own expense.

12.2 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.

13. Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. Preparation of Bids

14. Cost of Bidding

15. 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.

- 16. Language of Bid**
- 17.** 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.
- 18. Documents Comprising the Bid**
- 18.1** The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section III);
 - (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
 - (c) Technical Proposal as per ITB 18.1;
 - (d) completed Bill of Quantities / Activity Schedule;
 - (e) Bid Security as per the format provided in section III or as a subscription to a Bid Securing Declaration in the Bid Submission Form; and
 - (f) any other material required to be completed and submitted by bidders, as specified in ITB **and the BDS**.
- 19. Bid Submission Form and Schedules**
- 20.** The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.
- 21. Alternative Proposal**
- 22.** 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.
- 23. Bid Prices and Discounts**
- 24.** The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities³ submitted by the Bidder.
- 24.1** Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.⁴ Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 24.2** 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, shall be

³ *In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."*

⁴ *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."*

included in the rates, prices, and total Bid price submitted by Bidders.⁵

24.3 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.

The discount if any and the conditions of its application shall be indicated separately.

25. Currencies of Bid and Payment

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

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

26. Documents Comprising the Technical Proposal

26.1 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 Form (section III), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

27. Period of Validity of Bids

28. Bids shall remain valid for a period of 90 days after the bid submission deadline prescribed by the Employer unless otherwise **specified in the BDS**.

29. 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 in writing.

30. Bid Security/Bid Securing Declaration

30.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so **required in the BDS**.

30.2 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.

30.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.

30.4 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

⁵ *In lump sum contracts, delete "rates, prices, and."*

Section III or the Bid Surety Declaration contained as Appendix to the Bid Submission Form.

31. Format and Signing of Bid

31.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit **two copies** of the bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

31.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

32. Sealing and Marking of Bids

32.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.

33. The inner and outer envelopes 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.

34. Deadline for Submission of Bids

34.1 Bids shall be delivered to the Employer at the address and no later than the time and date **specified in the BDS**.

The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.

35. Late Bids

35.1 Late bids shall not be considered. They will be returned unopened

36. Withdrawal,

36.1 No bid may be withdrawn, substituted, or modified in the

**Substitution, and
Modification of
Bids**

interval between the deadline for 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.

37. Bid Opening

37.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders` designated representatives who choose to attend.

37.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids**38. Confidentiality**

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

38.2 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.

**39. Clarification of
Bids**

40. 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.

**41. Determination of
Responsiveness**

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

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

41.3 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.

42. 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.

- 43. 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.
- 44. Correction of Arithmetical Errors** 45. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) 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; and
 - (c) 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) and (b) above.
- 46. Margin of Preference** 32.1 **Unless otherwise specified in the BDS**, Margin of preference shall not apply.
- 47. Evaluation of Bids** 47.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.
- 47.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities 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.

- 47.3 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).
- 47.4 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.
- 48. Comparison of Bids** 48.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.
- 49. Qualification of the Bidder** 49.1 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.
- 50. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 50.1 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

- 51. Award Criteria** 51.1 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.
- 52. Notification of Award** 52.1 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. 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

(ii) an executive summary of the Bid Evaluation Report.

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

53. Signing of Contract

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

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

54. Performance Security

54.1 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).

54.2 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

54.3 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

55. Advance Payment and Security

55.1 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.

- 56. Plant and Materials on site** 56.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 57. Debriefing** 57.1 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	<p>The Public Body is Le Morne Heritage Trust Fund</p> <p>The Work is <u>Construction of a Replica of Ancient Village at Trou Chenille as per attached design and concept.</u></p> <p>The name and identification of the Contract is the construction of an Open Air Musuem at Trou Chenille ---Replica of Ancient Village.</p> <p>Identification number of Contract is LMHTF/OAB 01 of 2018-19</p> <p>The Project is Reconstruction of Trou Chenille Village, Le Morne</p>
ITB 1.2	The Intended Completion period is six(6) months as from handing over of site.
ITB 2.1	The Funding Agency is Le Morne Heritage Trust Fund.
ITB 3.2	<p>(a) The address to file Challenges in respect of this procurement is: [insert address of the Chief Executive Officer of the Public body]</p> <p>(b) The address to file Application for Review is:</p> <p style="text-align: center;">The Chairman Independent Review Panel, 9th Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : 2013921</p>
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
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: Nil
ITB 6.2 (g)	The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.
ITB 6.3 (b)	(A1) The Contractor shall demonstrate that it is registered with the CIDB.
ITB 6.3 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: Mixer, Compactor, Breaker, Vibrator and any other essential equipments.
ITB 6.3 (d)	Not Applicable
ITB 6.3 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 500,000 in Mauritian Rupees.

B. Bidding Documents	
ITB 8.1	The Public Body's address for clarification is: O'c. Le Morne Heritage Trust Fund, 9 th Floor, Hennessy Court, Pope Hennessy Street, Port Louis.
ITB 9.2	A pre-bid meeting has been scheduled for Tuesday 22 January 2019 at 11 00 hours at Trou Chenille, Le Morne.
C. Preparation of Bids	
ITB 13.1 (f)	Any additional materials required to be completed and submitted by the Bidders are none .
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 <u>120 (one hundred and twenty) days</u> 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 23.1	The deadline for submission of bids shall be Wednesday 06 February 2019 at 13 30 hours .
	The Employer's address for the purpose of Bid submission is 9th Floor, Hennessy Court, Pope Hennessy Street, Port Louis .
E. Evaluation and Comparison of Bids	
ITB 26.1	The bid opening shall take place at: 9th Floor, Hennessy Court, Pope Hennessy Street, Port Louis . Date: Wednesday 06 February 2019; Time: 13 30 hours .
ITB 32	Not Applicable
F. Award of Contract	
ITB 40.1	The Performance Security amount is 10 % of the contract price in the form of a Bank Guarantee as per the format at annex from a local commercial bank and shall be valid until the end of the defects liability period. Where the Performance Bond and the insurance covers expire before the end of the defects liability period, the contractor shall renew the Insurance covers and the Bond to cover the period up to the completion of works and shall extend these to cover the maintenance period at no extra cost. The contractor shall inform the client in writing of the steps taken.

	<p>Failure on the part of the contractor to comply with the above condition may entail:</p> <p style="padding-left: 40px;">(i) Non-certification of payments (ii) Termination of the contract</p> <p>Forfeiture of the amount of Performance Bond</p>
ITB 40.3	<p>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.</p> <p>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.</p>
ITB 41	<p>An amount representing <u>10%</u> of the contract price less all prime cost, provisional sums and contingency sum shall be released against a Bank Guarantee from a local commercial bank for mobilisation of plant and equipment.</p>
ITB 42.1	<p>Interim Payment for Plant and Material on site is applicable.</p>

Section III - Bidding Forms

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Bid Submission Form

The Bidder must prepare the Bid Submission Form on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these form and shall be deleted from the final document.

Date: _____
 Bidder's Reference No.: _____
 Procurement Reference No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
 _____;
- (c) The total price of our Bid after discounts, if any, offered in item (d) below is:
 _____;
- (d) The discounts offered and the methodology for their application are:
 _____;
- (e) Our bid shall be valid for a period of _____ [insert validity period as specified in ITB 19.1.] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;

- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁶
- (l) We hereby “apply/do not apply” for Margin of Preference as provided in the bidding document;⁷
- (m) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
 - i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (n) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor’s Representative:

Name:

In the capacity of:

⁶ Use one of the two options as appropriate.

⁷ Strike out as appropriate

.....
Signed:

Duly authorized to
sign the Bid for and
on behalf of:

Date:

Seal of Company

Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (f) of the Bid Submission form:

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

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

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

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

Qualification Information

[The information to be filled in by **bidders** in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 6. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]

1. Individual Bidders or Individual Members of Joint Ventures

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

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 [insert number] of works of a nature and amount similar to the Works performed as prime Contractor over the last [insert number] years. [Also list details of work under way or committed, including expected completion date(s).]

Project/Contract name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency)
(a)			
(b)			

- 1.3 Major items of Contractor's Equipment proposed for carrying out the Works. [List all information requested below. Refer also to ITB Sub-Clause 6.3 (c).]

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

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

Position	Name	Years of experience	Years of experience in
----------	------	---------------------	------------------------

	(general)	proposed position
(a)		
(b)		

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

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

[Bidders have to ascertain that sub-contractors executing works of amount Rs 500 000 are duly registered with the CIDB in accordance with CIDB Act 2008.

1.6 Financial reports for the last [insert number; usually 3] years: Financial Statements, Audited Accounts, etc. [List below and attach copies.]⁸

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.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

1.10 Statement of compliance with the requirements of ITB Sub-Clause 5.3.

1.11 Proposed program (service work and schedule). Description, drawings and charts, as necessary, to comply with the requirement of the bidding documents.

2. Joint Ventures 2.1 The information listed in 1.1 - 1.9 above shall be provided for each partner of the joint venture.

2.2 The information in 1.11 above shall be provided for the joint venture.

- 2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will 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
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information requested in the Bidding Document.**

Bill of Quantities

Replica Village at Le Morne - SITE WORKS					
BILL NO 1.1 : PRELIMINARIES					
					1.1
Ref	Description	Unit	Qty	Rate	Amount
A	<p><u>Preliminaries & General costs</u></p> <p>The Contractor is to allow for costs Condition of Contract requirements (FIDIC 1999) Condition of Contract requirements including the following but not limited to setting out works, site management, Contractor's Office, overheads, tools, plants, scaffolding,store, stacking and storage of materials, Architect's facilities, insurances, watchmen, light, water, electricity, signboard, Protection, security of workmen, etc... and works on site, temporary hoardings and gandries, pumping and dewatering, police requirements etc</p> <p><u>Note:</u> The tenderer is advised to visit and inspect the site for which he is tendering prior to submission of his offer as no claims will be allowed on the grounds of ignorance of the conditions under which the works will be executed. In particular, the tenderer must decide for himself the the existing ground levels, detection, deviation and protection of existing services, the nature of the ground all at his own risk and cost and shall be responsible to construct the foundation to the full satisfaction of the Project Manager of LMHTF.</p>	Sum			

Replica Village at Le Morne -SITE WORKS					
BILL NO 2 : SITE CLEARING (ALL PROVISIONAL)					
					1.2
Ref	Description	Unit	Qty	Rate	Amount
	<u>Site Preparation</u>				
A	Clear site of all bushes, shrub, vegetation, reeds, trees , undergrowth hedges, and the like including grubbing up roots and removing from site as directed by Project Manager of the LMHTF	m ²	500		
	<u>Earth work</u>				
B	<u>Excavate in any material including rock</u>				
	Cut & fill to required subgrade level for foundation of huts.	m ²	500		
C	<u>Filling</u>				
	Hardcore filling consisting of selected materials 0/200 in size and classed down, depositing and compacting in layers, n.e 200 mm thick as described	m ²	200		

Replica Village at Le Morne - SITE WORKS					
BILL NO 2 : SITE CLEARING (ALL PROVISIONAL)					
					1.3
Ref	Description	Unit	Qty	Rate	Amount
D	<p>Concrete Bases to receive huts in timber</p> <p>Prepare a solid structural base to receive the 8 huts of 16 to 20 sq. metres each with a minimum disturbance to the existing site topography. This has to be in strict compliance with the instructions of the Project Manager of LMHTF.</p> <p>Each base to accommodate the hut of 15 to 20 sq metres shall be in concrete with steel bars in order to resist being carried away by rain water in case of heavy rainfall.</p> <p>The concrete base of at least 250 mm above the existing level of the ground with steel bars as per details provided by Project Manager and drawings shall be of concrete of Grade 30.</p> <p>The concrete base shall be casted after a written approval of the Project Manager.</p>	m ³	36		
E	<p>The trenches dug for the casting of the bases shall be of a minimum width of 600 mm and 500 mm deep all along the periphery of the hut.</p>	m ³	26		
F	<p>The location of galvanized steel shoes shall be placed prior to casting of the bases and adequately fixed so as to prevent any dislocation of the shoes while casting is being done.</p> <p>The flooring to be achieved after the casting of the bases shall be properly levelled but rather rough in texture in order to allow the finishes to be applied to the concrete flooring.</p>	m ²	144		

G	<p>Floor Finish to Huts</p> <p>The Floor finish shall be primarily of cow dung mixed with lime and/or sand to achieve a stable paste for application to the concrete floor.</p> <p>The minimum thickness of cow dung paste shall be 6 to 8 mm and shall be applied to achieve a level floor finish.</p>	m ²	144		
H	<p>Galvanised Steel Shoes to receive timber posts</p> <p>The galvanized shoes to receive the timber post shall be adequately fixed prior to casting of the concrete bases. The shoes shall be as per drawings provided.</p>	Nos	72		
J	<p>Timber Huts</p> <p>The timber huts shall be of areas 16 to 20 square metres each and shall be built as per drawings and the 3D provided to be as close to the huts built in ancient times as possible.</p> <p>The timber structure shall be in treated pine wood or in balao timber with the timber trusses to receive thatch roof and the walls to receive thatch as cladding to the timber framework.</p> <p>The thatch roof shall be a minimum of 90 to 100 mm thickness and shall be treated with a fire retardant so as to minimize the risk of fire. The fixation shall be to the timber trusses and framework in such a way that the same can withstand wind gusts and also make the roof as impermeable as possible.</p> <p>The fixation shall be visible from inside the hut and shall be well finished to be aesthetically acceptable.</p> <p>The wall cladding shall also be in thatch and shall be a minimum thickness of 90 mm and fixed well to the timber framework around the hut.</p>	Nos	9		

<p>K</p>	<p>Fixation of thatch as cladding shall be adequate and be visible from inside the hut.</p> <p>Allowances have to be made for two openings for windows and one for door in each hut. The typical drawings provided are self-explanatory. Both openings are to be in balao timber.</p> <p>Openings</p> <p>The openings meant for windows shall be as per drawings provided 850 mm wide by 1200 height and doors shall be 850 mm wide and 2000 mm height.</p> <p>Openings (windows) shall be in raffia material properly woven and fixed to the wall from inside/outside. These are meant to open as roller shutters and tied to the top of the opening while in use. The raffia material shall be well seasoned and adequately dried so as to prevent warping/shrinking after drying up.</p> <p>Door shall be in solid timber – red meranti or balao and varnished after fixation for a better lifespan.</p>	<p>Nos</p>	<p>18</p>		
<p>L</p>	<p>Hut to accommodate common kitchen</p> <p>The hut to accommodate the common kitchen shall be located as per the instructions of the Project Manager.</p> <p>The kitchen shall have a worktop in concrete at a height of 850 mm above floor level for ease of work and shall be used as kitchen for the preparation of traditional food meant for tourists and visitors. The top shall have a finish in ceramic tiled as per the approval of the Project Manager.</p>	<p>sum</p>			

Site works/pavements					
M	The site works shall consist mainly of a 1.5 metre wide walkway in local pebbles and stone laid in clay and cement mix. The walkway is meant to connect all the huts and a common space between the huts.	m	225		
N	A gentle sloped stairway shall be constructed between the main access to the site to the Replica village. Where required the stairway shall have a timber railing as balustrade with ropes for support for any person needing such a support.	Nos	1		
P	Benches in timber (10 in number) shall be placed at adequate location in the village for the use of visitors. Each bench is to be of length 1.2 metres.	Nos	10		
Q	A water tank in fiberglass of capacity 2000 litres shall be placed at a higher location so as water to reach the village by gravity. A galvanized steel structure shall be used to elevate the tank but the whole shall be properly camouflaged in the bushes/trees.	Nos	1		
R	A washing facility shall be provided for visitors and tourists with wash hand basin on a galvanized steel stand with water tap connected to the water tank.	Nos	1		
S	The existing toilet facilities shall be upgraded and water tank with pump shall be provided in order to adequately supply water to the facility.	Nos	1		

Replica Village at Le Morne					
					1.5
Ref	Description	Unit	Qty	Rate	Amount
	<u>Item Rates for the following items</u>				
	1. <u>Timber posts</u>	Nos	1		
	<u>Diameter 100 mm</u>	Nos	1		
	<u>Diametre 150 mm</u>				
	2. <u>Concrete grade 25</u>	Cub	1		
	<u>Concrete grade 30</u>	metre	1		
	3. <u>Thatch roof and roofing materials</u>	Sq. metre	1		
	4. <u>Flooring</u>	Sq. metre	1		
	5. <u>Landscaping -Prepare surface for planting grass and trees/shrubs</u>	Sq. metre	1		

Replica Village at Le Morne - SITE WORKS					
LANDSCAPING					1.6
Ref	Description	Unit	Qty	Rate	Amount
A	<u>LANDSCAPING</u> Preparation existing ground or filling, compacting, trimming surfaces, removing any deleterious matter ready to receive topsoil <u>Topsoil from temporary spoil heaps on site</u>	m ²			

	Topsoil, wheeling, depositing, spreading, scarifying,	m ²			
	compacting trimming, grading to levels, falls or contours surfaces of deposited topsoil and existing subsoil under ready to receive grass	m ²			
B	average 200mm thick				
	<u>Grass</u>				
C	Grass planting with approved grass on and including cultivating topsoil to filled areas	m ²			
D	Allow for maintaining, watering, weeding, cutting all grass areas for continuous healthy growth, replace dead or decaying ones with fresh healthy stocks till the end of the defects liability period all to the satisfaction of the Architect	m ²			
	<u>Plants as per Architect's approval</u>				
E	Evergreen shrubs & bushes				
F	Flowering plants	No			
G	Small trees	No			
H		No			
I	Walkway 1.5 m wide in stone and cement and mud mortar	m			
<u>Replica Village at Le Morne</u>					
PC & PROVISIONAL SUMS					
					1.7
Ref	Description	Unit	Qty	Rate	Amount
	<p><u>Note</u></p> <p>a) All prime costs and provisional sums and amount stated below are subject to adjustment and may be deducted in whole or in part from the Contract without the contractor having any claim for loss and profit, etc.</p> <p>b) Any percentage or lump sum addition made hereunder by the Contractor after any prime cost item shall be adjusted on a pro-rata basis on the actual amount expended for that P.C Sum in the final account</p>				

	<p><u>WORKS TO BE EXECUTED BY NOMINATED SUBCONTRACTORS</u></p> <p>Provide the sum of MUR 50,000/- (Rupees Fifty Thousand) for External Lightings</p> <p>Add for Profit Add for Attendance</p> <p>Provide the sum of MUR 10,000/-(Rupees Ten thousand) for garbage bin</p> <p>Add for Profit Add for Attendance</p> <p><u>WORKS WHICH CANNOT BE ENTIRELY DESIGNED OR FORESEEN</u></p> <p><u>CONTINGENCIES</u></p> <p>Provide the sum of MUR 100,000/- (Rupees one hundred Thousand only) to be expended in full or part at the discretion of the Project Manager</p>	<p>Sum 5 %</p> <p>Sum 5 %</p> <p>Sum 5 %</p>			
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Replica Village at Le Morne		
SUMMARY		
		M.S
Ref	Description	Amount (MUR)
	<p><u>COLLECTION -EXTERNAL WORKS</u></p> <p>BILL NO 1 : Preliminaries 1.1</p> <p>BILL NO 2 : 1.2 to 1.6</p> <p>BILL NO 9 : P.C & Provisional Sum ... 1.7</p>	
	<p>VAT 15%</p>	
	<p>GRAND TOTAL</p>	
	<p>AMOUNT IN WORDS(FIXED PRICE TENDER)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Dated this.....day of2019</p> <p>Signed Name</p> <p>in the capacity of</p> <p>Duly authorized to sign on behalf of</p>	

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:

(c) Completion Time

An alternative Completion Time, if permitted under ITB 15.1, will be evaluated as follows:

(d) Technical Alternatives

Technical alternatives, if permitted under ITB 15.1, will be evaluated as follows:

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

1.2 For National Bidding

- (a) A local Small and Medium enterprise, having an annual turnover not exceeding Rs 50million or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs 50million who undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, shall be eligible for a Margin of Preference of 20%.

- (b) Any bidder incorporated in the Republic of Mauritius not satisfying all the conditions mentioned in (a) above but undertakes to employ local manpower for 80% or more of the total man-days deployed for the execution of the works contract referred hereto, shall be eligible for a Margin of preference of 10%.

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

PART 2 – Employer’s Requirements

Section V - Employer's Requirements

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Specifications and Drawings

See Attached.

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. No. W/GCC 10/5-18 dated 21 May 2018

The GCC can be used for both admeasurement contracts and lump sum contracts.

Section VII. Particular Conditions of Contract

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

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

A. General	
GCC 1.1 (r)	The Employer is <u>Le Morne Heritage Trust Fund</u>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be six (6) months as from handing over of site.
GCC 1.1 (y)	The Project Manager is Mr. D. Bunjun.
GCC 1.1 (aa)	The Site is located at Trou Chenille, Le Morne.
GCC 1.1 (dd)	“The Start Date shall be seven (7) days as from handing over of site. ”
GCC 1.1 (hh)	The Works consist of construction of a Replica of Ancient Village at Trou Chenille, Le Morne.
GCC 2.2	Not Applicable.
GCC 2.3(i)	The following documents also form part of the Contract: [list documents]
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Mauritius.
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	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. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to

	<p>the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</p> <p>(d) for personal injury or death:</p> <p>(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].</p> <p>(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>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.</p>
GCC 14.1	
GCC 20.1	The Site Possession Date shall be: seven (7) days as from acceptance letter.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	<p>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.</p> <p>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"</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	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 thirty (30) days.
C. Quality Control	
GCC 33.1	The Defects Liability Period is one hundred and eighty (180) days.
GCC 39.7	Interim Payment for Plant and Material on site is applicable.
D. Cost Control	
GCC 41.1 (l)	<p>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</p> <ul style="list-style-type: none"> (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
GCC 43.1	The currency of the Employer’s country is: Mauritian Rupees.
GCC 44.1	The Contract is not subject to price adjustment.
GCC 45.1	The proportion of payments retained is 10 % of the contract value.
GCC 46.1	<p>The liquidated damages for the whole of the Works are Rs 5,000/- per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the total contract value.</p>
GCC 47.1	Not Applicable.
GCC 48.1	The Advance Payments shall be 10% of the contract value in the form of a Bank Guarantee as per the format at annex from a local commercial bank
GCC 49.1	The Performance Security amount is 10 % of the contract price in the form of a Bank Guarantee as per the format at annex from a local commercial bank and shall be valid until the end of the defects liability period.

E. Finishing the Contract	
GCC 55.1	Not applicable
GCC 55.2	Not Applicable
GCC 57.2 (g)	The maximum number of days is:
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% of the value of the work.

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.

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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 of 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 theday 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:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

in the
presence of:
Witness, Name, Signature, Address, Date

in the
presence of:
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 thatname of the Contractor.....
(hereinafter called "the Contractor") has entered into Contract No.....reference number of
the Contract..... dated..... with you, for the execution of name of
Contract and brief description of Works(hereinafter called "the Contract").

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

At the request of the Contractor, we name of Bankhereby 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]⁹, we undertake to pay you, upon your first written demand and without
your having to substantiate such demand any sum within the limit of
_____ [amount of Guarantee].¹

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

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

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

Signature and Seal of the Guarantor

Name of Bank _____
Address _____

Date _____

⁹ 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]*. (. [amount in words].) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

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.