



NATIONAL HOUSING DEVELOPMENT COMPANY LTD

BIDDING DOCUMENTS

FOR THE PROCUREMENT OF

**DESIGN AND BUILD AND TURNKEY CONTRACTS OF
52 HOUSING UNITS ON AVAILABLE STATE LAND WITH EXISTING
INFRASTRUCTURE WORKS
AT QUATRE COCOS**

***OPEN INTERNATIONAL BIDDING/
COMPETITIVE NEGOTIATION***

PROCUREMENT REFERENCE NO: NHDC/OIB/09/2023/485

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

In Parts 1 (Bidding Procedures) and 2 (Employer's Requirements) of this Bidding Document, the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up Part 3 (Conditions of Contract and Contract Forms) of this Bidding Document, in which such words and expressions shall have the meanings stated in GCC Sub-Clauses 1.1 and 1.2 unless otherwise specified.

- (a) "Appendix to Bid" means the completed pages of the form with the heading "Appendix to Bid" included in Section IV (Response Templates) which are made a part of the Bidder's Bid.
- (b) "Commencement Date" means the date for the commencement of the Works as notified under GCC Sub-Clause 8.1.
- (c) "Contract" means the contract proposed to be entered into between the Employer and the Contractor, including all of the documents specified in GCC Sub-Clause 1.1.1.1 and any attachments, appendices, and all documents incorporated by reference therein.
- (d) "Contract Agreement" means the completed form with the heading "Form of Contract Agreement" included in Section IX (Annex to the Particular Conditions – Contract Forms) which will be issued by the Employer with the Letter of Acceptance.
- (e) "Contract Price" means the price defined in GCC Sub-Clause 14.1 and includes adjustments in accordance with the Contract.
- (f) "Contractor" means the entity(ies) or person(s), which is responsible for providing the Works to the Employer under the Contract.
- (g) "Design Proposal" means the document titled Design Proposal, which is made part of the Bidder's Bid.

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- (h) “Employer” means the entity referenced in ITB 1.1, the party with which the Contractor signs the Contract for the provision of the Works.
 - (i) “Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract.
 - (j) “General Conditions of Contract” or “GCC” means the Conditions of Contract for Plant and Design-Build, First Edition, 1999, prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*) and licensed to MCC.
 - (k) “Government” means the government of the **Republic of Mauritius**.
 - (l) “HSMP” means the Health and Safety Management Plan prepared by the Contractor and approved by the Engineer under the Contract.
 - (m) “Letter of Acceptance” means the completed form with the heading “Form of Letter of Acceptance” included in Section IX (Annex to the Particular Conditions – Contract Forms) which will be issued by the Employer with the Contract Agreement.
 - (n) “Letter of Bid” means the completed form with the heading “Form of Letter of Bid” included in Section IV (Response Templates) which are made a part of the Bidder’s Bid.
 - (o) “Performance Security” means the security the Contractor must furnish in accordance with GCC Sub-Clause 4.2.
 - (p) “Provisional Sums” means an amount (if any) which is specified in the Bid as a provisional estimate in cases in which the full extent or nature of the work is not yet known for the proposed execution of any part of the Works or for the supply of plant, materials or services as may be instructed by the Engineer under GCC Sub-Clause 13.5.
 - (q) “Schedule of Prices” means a schedule which may include one or more Bills of Quantities, and shall contain an itemized description and listing of the quantities of Works to be performed or listing of the milestones to be completed.

- (r) “Site” means the place identified in the Employer’s Requirements where the Works are to be executed.
- (s) “Technical Offer” means the technical information provided as part of the Bidder’s Bid in accordance with ITB 17.1.
- (t) “Works” means what the Contract requires the Contractor to construct, install, and hand over to the Employer.

1. Scope of Bid

1.1 The Employer as **identified in the BDS** has issued an Invitation for Bids along with this Bidding Document for the procurement of the design and construction of Works as specified in Part 2, Employer’s Requirements. The winner will be selected according to the Open Advertised Bidding (open for local and overseas contractors) also referred to (OAB) in accordance with Section III, Evaluation Qualification Criteria. The name, identification, and number of lots of this procurement are **provided in the BDS**.

1.2 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form and delivered against receipt and includes online bidding through the e-Procurement System of the Government of Mauritius;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.

2. Source of Funds

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 & Challenge & Appeal

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

3.2 Sections 43, 44 and 45 of the Act provide for Challenge and Review mechanism. Unsatisfied bidders shall follow

procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel, if so required.

3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;

4. Fraud and Corruption

4.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), civil, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts.¹ In pursuance of this policy, the Government of the Republic of Mauritius:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (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;³
- (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Employer’s staff and employees of other organizations taking or reviewing procurement decisions.

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

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 party⁵ or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s 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, or
 - (bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights provided for under sub-clause 4.2 below.
- (b) 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; and
- (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

⁵ “Party” refers to a participant in the procurement process or contract execution.

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder’s pre-qualification application or the bid; or (ii) appointed by the Employer.

4.2 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.

4.3 Bidders, suppliers and Public officials shall also 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

4.4 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

5.1 A Bidder, and all parties constituting the Bidder and any subcontractors and suppliers for any part of the Contract, including related services, 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.

5.2 A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services.

5.3 (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.

Joint Venture

5.4 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 5.6—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:

- (a) **unless otherwise specified in the BDS**, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of

any and all the members of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

Conflicts of Interest

- 5.5 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 at least one controlling member 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 such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid;
 - (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 implementation.
- 5.6 (a) A firm that has been sanctioned by the Government of the Republic of Mauritius in accordance with the above ITB 4.1 (c) shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Procurement Policy Office.
- (b) A firm 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.

(c) 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*

Government-Owned Enterprises

5.7 Government-owned entities 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. Also, they shall not be dependent agencies of the Employer.

5.8 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5.9 Bidders shall be excluded if:

- (a) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or
- (b) 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, the Republic of Mauritius prohibits any import of goods or contracting of Works or services from that country or any payments to persons or entities in that country.

This bidding is open only to prequalified Bidders, if it follows an open advertised prequalification.

6. Eligible Materials, Equipment, and Services

6.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Documents

7. Sections of Bidding Documents

7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)

- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Response Templates

PART 2 Works Requirements

- Section V. Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VI. General Conditions (GC)
- Section VII. Particular Conditions (PC)
- Section VIII. Annex to the Particular Conditions - Contract Forms

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 7.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, 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 Documents, Site Visit, Pre-Bid Meeting

- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer using the online clarifications feature available in the e-Procurement System or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 8.4. The Employer will respond online to any request for clarification within seven days, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The e-Procurement System shall alert all those who have responded to the Bidding Documents online of any clarification issued by the Employer. The clarification shall include a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 9 and ITB 23.2.
- 8.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for

preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 8.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.4 The Bidder's designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.5 The Bidder is requested, as far as possible, to submit any question through the clarification feature on the e-Procurement system, to reach the Employer not later than one week before the meeting.
- 8.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any response prepared after the meeting, will be transmitted promptly online to all Bidders who have acquired the Bidding Document in accordance with ITB 7.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum online pursuant to ITB 9 and not through the minutes of the pre-bid meeting.
- 8.7 Nonattendance at the pre-bid meeting or the site visit will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids (bid preparation and hash submission deadline), the Employer may amend the Bidding Document by issuing addenda.
- 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated online to all who have obtained the Bidding Document from the Employer in accordance with ITB 7.3.
- 9.3 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 23.2.

C. Preparation of Bids

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| 10. Cost of Bidding | 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 11. Language of Bid | <p>11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p> <p>11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.</p> |
| 12. Documents
Comprising the Bid | <p>12.1 The Bid shall be submitted online through the e-Procurement system and shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Submission Form and Appendix to Bid by filling in the response template online; (b) all other Response Templates in accordance with Section IV, Response Templates, including online filling of prices in the Schedule of Prices, in accordance with ITB 13 and 15; (c) a scanned copy of the original Bid Security online or a subscription to the Bid Securing Declaration incorporated in the Bid Submission Form online as applicable, in accordance with ITB 20; (d) an uploaded scanned copy of the written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2; (e) uploaded documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted; (f) uploaded Technical Offer (including Design Proposal) in accordance with ITB 17; (g) online response to mandatory criteria in respect of Eligibility and Conflict of Interest, Qualifications and |

Experience, and Technical conformity details of which are provided **in Section III – Evaluation and Qualifications Criteria as Factor 2.6 under qualification**, and

(h) Any other document **required in the BDS**;

12.2 In addition to the requirements under ITB 12.1, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted online with the bid, together with a copy of the proposed agreement.

12.3 If there is a change in the legal structure of the Bidder after the Bid submission, the Bidder is required to immediately inform the Employer. However, any change of legal structure shall not be used to satisfy a qualification requirement that was not satisfied as of the deadline of Bid submission.

13. Alternative Bids

13.1 The **BDS indicates** whether alternative bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB 13.2 and/or ITB 13.4.

13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide: (i) a Price online by filling in the Bill of Quantities for Alternative Offer provided online at which they are prepared to offer an alternative to any specific part of the works meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the Works, such parts

shall be described in Section VI, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for that part of Works and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35.

14. Bid Submission Form and Schedules

14.1 The Bid Submission Form and Appendix, including the Schedule of Prices, shall be prepared online using the response templates provided for.

15. Bid Prices and Discounts

15.1 The prices and discounts quoted by the Bidder in the response templates for Financial Proposal and for the Schedules of prices shall conform to the requirements specified below.

15.2 The Bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Schedules of Rates.

15.3 The price to be quoted in the Bid Submission Form, in accordance with ITB 15.1, shall be the total price of the Bid, excluding any discounts offered.

15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid submission Form, in accordance with ITB 15.1.

15.5 **Unless otherwise provided in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data provided for in the Appendix to the Bid Form and the Employer may require the Bidder to justify its proposed indices and weightings.

15.6 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 15.4,

provided the bids for all lots (contracts) are submitted and opened at the same time.

15.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15.8. The bidder shall submit his bid price exclusive of VAT.

16. Currencies of Bid and Payment

16.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**.

16.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

17. Documents Comprising the Technical Proposal

17.1 The Bidder shall furnish a Technical Proposal including a Design Proposal statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Response Templates, in sufficient detail to demonstrate the adequacy of the Bidders' Technical Offer to meet the design and construction of the Employer's Requirements and the completion time and **as otherwise stated in the BDS**.

18. Documents Establishing the Qualifications of the Bidder

18.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall upload and provide in the corresponding information sheets included in Section IV, Response Templates, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITB 5.8, the Bidder shall upload and provide the information requested in the corresponding information sheets included in Section IV, Response Templates.

18.2 If a margin of preference applies as indicated in accordance with ITB 34.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply online all information required to satisfy the criteria for eligibility indicated in accordance with ITB 34.1.

19. Period of Validity of Bids

- 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 23.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made online. If a bid security is requested in accordance with ITB 20, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 19.3.
- 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts if allowed by the Employer, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 20.2 In case a Bid Securing Declaration is used it shall be in the form of a subscription in the Bid Submission Form as an undertaking on the part of the Bidder to fulfill its obligation in the same manner as applicable to the Bid Security.
- 20.3 If a bid security is specified as per ITB 20.1 it shall be in the form of an unconditional bank/Insurance guarantee issued by a reputable overseas bank from an eligible country or any commercial bank/insurance company operating in Mauritius. The bid security shall be submitted using the Bid Security Form included in Section IV, Response Templates. The bid

security shall be valid for thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.

- 20.4 If a bid security is specified pursuant to ITB 20.1, any bid not accompanied by an enforceable and compliant bid security or a subscription in the Bid Securing Declaration, as applicable, shall be rejected by the Employer as non-responsive.
- 20.5 If a bid security is specified pursuant to ITB 20.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 20.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 20.7 The bid security may be forfeited or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form or
 - (b) refuses to accept a correction of an error appearing on the face of the Bid, or
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 20.8 The bid security or the Bid-Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 5.2.
- 20.9 If a bid security is **not required in the BDS** pursuant to ITB 20.1, and
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB 18.2, or

- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41;

the Employer may declare the Bidder disqualified to be awarded a contract by the Employer for a period of time to be determined by the Procurement Policy Office following a proposal for disqualification by the Employer.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare the bid online comprising the documents as described in ITB 12. Alternative bids, if permitted in accordance with ITB 13, shall be submitted online using the alternative BOQ templates.
- 21.2 The online bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 A bid submitted by a JVA shall comply with the following requirements:
 - (a) Unless not required in accordance with ITB 5.4 (a), be signed so as to be legally binding on all members and
 - (b) Include the Representatives' authorization referred to in ITB 5.4 (b), consisting of a Power of Attorney signed by those legally authorized to sign on behalf of the JVA.

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 Bid Security in original form, 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 designated time and date scheduled for Bid Submission (bid preparation and hash submission), **as specified in the BDS at Sub-clause ITB 23.1.**
 - (c) Bidders shall follow the Guidelines provided for online submission.

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

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 23.1;
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bid preparation and hash submission (submission of bids) 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 (submission of bids) and submission of envelopes/bid security where applicable by amending the Bidding Document in accordance with ITB 9, 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 bid preparation and hash (submission of bids), in accordance with ITB 23. Any such item received by the Employer after the deadline shall be declared late, rejected, and returned unopened to the Bidder

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 (submission of bids) in accordance to ITB 23.

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.

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. In such cases the bid shall be deemed to have been withdrawn by the bidder.

(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: (i) the name and the nationality of the Contractor or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the nationalities of all members and (ii) any other information the Employer may consider appropriate. 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, the information that have been read out.

E. Evaluation and Comparison of Bids

27. Confidentiality

- 27.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 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. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 32.
- 28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

29. Deviations, Reservations, and Omissions

- 29.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

30. Determination of Responsiveness

- 30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB12.
- 30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material

deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 17, Technical Offer including Design Proposal, in particular, to confirm that all requirements Part II, Employer's Requirements have been met without any material deviation, reservation or omission.

30.4 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.

31. Nonmaterial Nonconformities

31.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission.

31.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

32. Correction of Arithmetical Errors

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

- (a) 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.

32.2 If the Bidder does not accept the correction of errors, its Bid shall be rejected.

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency **as specified in the BDS**. For the purpose of evaluating and comparing bids, when bid prices are expressed in many currencies, the bid prices of all bids shall be converted to a single currency, **as specified in the BDS**, and according to the exchange rates prevalent on the day of opening of the bids as obtained from the Central Bank of Mauritius or from internationally reputed news media.

34. Margin of Preference

34.1 **Unless otherwise specified in the BDS**, Margin of Preference shall not apply.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

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

- (a) the bid price including Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Daywork items, where priced competitively;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (c) price adjustment due to discounts offered in accordance with ITB 15.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
- (e) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria.

35.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

36. Comparison of Bids 36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the lowest evaluated bid.

37. Qualification of the Bidder 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if

postqualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18.1.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 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. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 38.1, 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.

40. Notification of Award

40.1 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.

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

41. Signing of Contract

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41.2 If any negotiations or clarifications are required either by the Employer or by the successful Bidder, they shall be completed within the same twenty-eight (28) days of receipt of the Letter of Acceptance by the successful Bidder, unless otherwise agreed in writing by both parties. Failure to conclude negotiations/clarifications does not excuse the successful Bidder from timely submission of the Performance Security as described in ITB 42.1.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security as per the format contained in Section VIII, Annex to the Particular Conditions - Contract Forms. The Performance Security shall be in the form of a Bank/Insurance Guarantee issued through a commercial bank/insurance company operating in Mauritius.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Preference

42.3 The successful bidder having benefitted from a Margin of Preference shall provide a Preference Security, **as specified**

Security

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

43. Commencement Date

43.1 The Commencement Date shall be agreed between the successful Bidder and the Employer but shall be within forty-two (42) days after the Contractor receives the Letter of Acceptance issued by the Employer.

44. Debriefing

44.1 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. Bid Data Sheet

(Bidders are advised to be guided by the section dealing with Bid Data Sheet in the User's Guide when filling the respective sub-sections hereunder)

A. Introduction

	<p>“Throughout these Bidding Documents:</p> <p>The word ‘Response Templates’ is synonymous with ‘Bidding Forms’ ”.</p>
ITB 1.1	<p>Name of Employer: National Housing Development Co. Ltd</p> <p>Name of Project: <i>Design and Build and Turnkey Contracts of 52 Housing Units on Available State Land with Existing Infrastructure Works at Quatre Cocos</i></p> <p>Procurement Reference No is: NHDC/OIB/09/2023/485</p> <p>The Bidding Method is: Open International Bidding Method/Competitive Negotiations</p> <p>Location of Site: Quatre Cocos</p> <p>The Works consist of the following:</p> <ul style="list-style-type: none"> (a) Understanding Employer’s requirements; (b) Reviewing of geotechnical investigation (if any) already carried out by employer; (c) Reviewing views from Authorities already obtained by employer; (d) Carrying out topographical surveys of the available state land earmarked for the construction of the 52 Housing Units; (e) Site clearance comprising clearing, removal and grubbing of all shrubs, plants, trees of any girth, debris and dumping. (f) Seek additional Views from Authorities; (g) Supply and fixing of rainwater harvesting to housing blocks; (h) Upon reviewing all works undertaken so far by Employer, carry out any supplementary works deemed necessary to enable the Bidder to perform what is required from him to submit a proper proposal and fit for purpose;

ITB 1.1

- (i) Submission of proposals of design concept to the Employer and Funding Agency for approval;
- (j) Planning, design and detailing of the project;
- (k) Preparation of detailed design for the 52 Housing Units and commemorative plaque in compliance with the requirements of all concerned authorities;
- (l) Obtaining relevant clearances from all authorities for its proposal inclusive of Building and Land Use Permit (BLUP) for the said site;
- (m) Submission of Construction drawings to employer and funding agency for review, comments and approval;
- (n) Following receipt of review and comments from employer and funding agency:
 - Finalize and issue approved construction drawings,
 - Carry out all construction works as per approved construction drawings, employer's requirements, general design obligations, while ensuring that quality of works including proper workmanship are maintained throughout the whole duration of the works;
- (o) Testing, Commissioning and handing over of the project including all services;
- (p) Submission of as-made drawings (hard and soft copy), shop drawings (hard and soft copy), operations and maintenance manuals to the Employer at completion stage;
- (q) Maintenance/ remedial works during the defect's notification period;
- (r) Submission of design warranties and guarantees; and
- (s) Other works as morefully described in this bidding document.


The intended completion period is **Three hundred (300) Calendar Days (Maximum)** from the commencement date as detailed hereunder:

Design Stage: **Sixty (60) Calendar Days from the commencement Date (Maximum)**

Construction Stage: **Two Hundred and Forty (240) Calendar Days (Maximum) from completion of design**

Note:

By virtue of Section 66 of the Current Value Added Tax (VAT) Act, the NHDC is a VAT exempt body. The NHDC will therefore not pay any Value Added Tax under this contract. Therefore, bid prices shall be exclusive of input VAT

ITB 1.2 (a)	<p>Delete ITB 1.2 (a) in its entirety and replace with the following:</p> <p>“Throughout these Bidding Documents:</p> <p>the term “in writing” means communicated in written form and delivered against receipt;”</p>
ITB 2.1	<p>The Funding Agency is: The Saudi Fund For Development</p> <div data-bbox="479 485 1170 716">  </div>
ITB 3.1	<p>Delete ITB 3.1 in its entirety and replace with the following:</p> <p>The public entity related to these bidding documents is the Public Body, acting as procurement entity (Employer) and responsible for any amendment these may require and in charge of receiving and evaluation of bids in connection thereof.</p>
ITB 3.2	<p>Delete ITB 3.2 in its entirety.</p>
ITB 3.3	<p>Delete ITB 3.3 in its entirety.</p>

ITB 4.3	<p>Delete ITB 4.3 in its entirety and replace with the following:</p> <p>Conduct of Public Officials</p> <p>(1) A public official involved in planning or conducting public procurement proceedings or contract administration shall—</p> <ul style="list-style-type: none"> (a). discharge his duties impartially so as to ensure fair competitive access to procurement by suppliers; (b). act in the public interest and in accordance with the objectives and procedures set out in this Act; (c). avoid conflicts of interest, and the appearance of conflicts of interest, in carrying out his duties and conducting himself; (d). not commit or abet any corrupt or fraudulent practice, including the solicitation or acceptance of improper inducements; (e). keep confidential any information that comes into his possession relating to procurement proceedings and to bids, including bidders' proprietary information, except where disclosure is required by an investigatory body vested with powers of investigation, including the Independent Commission against Corruption, Competition Commission or Police; (f). for a period of 2 years after leaving the public service, not accept a position of authority in any private concern with which he had official dealings; and (g). declare his assets in such manner as may be prescribed. <p>(2) (a) No public official, or public official's close relative, shall participate as a bidder in procurement proceedings of that public body and no award of a procurement contract shall be made directly to such official or to any body in which he or his close relative is employed in a management capacity or has a substantial financial interest.</p> <p>(b) In this subsection, "close relative" includes spouse, child, grandchild or parent.</p>
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ITB 4.4	<p>Delete ITB 4.4 in its entirety and replace with the following:</p> <p>Conduct of Bidders and Suppliers:</p> <p>(1) A bidder or a supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.</p> <p>(2) A bidder or a supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process, or affect the execution of a contract.</p> <p>(3) A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, establish bid prices at artificial non- competitive levels or otherwise deprive a public body of the benefit of free and open competition.</p> <p>(4) A public body shall reject a bid if the bidder offers, gives or agrees to give an inducement referred to in subsection (1) and promptly notify the rejection to the bidder concerned and to the Policy Office.</p> <p>(5) (a) Subject to paragraph (b), a bidder or supplier who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such a bidder or supplier, shall not participate in such bidding.</p> <p>(b) Paragraph (a) shall not apply to the several bodies (consultants, contractors or suppliers) that together may be performing the supplier's obligations under a turnkey or design-build contract.</p>
ITB 4.5	<p>Add the following New ITB 4.5:</p> <p>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.</p>

ITB 5.3 (b)	<p>Delete ITB 5.3 (b) in its entirety and replace with the following:</p> <p>Foreign Contractors do not need to apply for and obtain a Provisional Registration prior to bidding for this project.</p> <p>Given the fact that there is an agreement between Mauritius and the Saudi Fund of the Kingdom of Saudi Arabia, i.e. between Mauritius and a foreign financial organization, any foreign contractor who undertakes construction works in relation to a project under that agreement shall be exempt from the application of the CIDB Act – vide section 3(1)(c) of the CIDB Act.</p>
ITB 5.3 (c)	<p>Delete ITB 5.3 (c) in its entirety and replace with the following:</p> <p>Local Contractors 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.</p> <p>Given the fact that there is an agreement between Mauritius and the Saudi Fund of the Kingdom of Saudi Arabia, i.e. between Mauritius and a foreign financial organization, any existing or intended foreign joint venture who undertakes construction works in relation to a project under that agreement shall be exempt from the application of the CIDB Act – vide section 3(1)(c) of the CIDB Act.</p>
ITB 5.3 (d)	<p>Delete ITB 5.3 (d) in its entirety and replace with the following:</p> <p>Local Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors</p> <p>Given the fact that there is an agreement between Mauritius and the Saudi Fund of the Kingdom of Saudi Arabia, i.e. between Mauritius and a foreign financial organization, any foreign sub contractor who undertakes construction works in relation to a project under that agreement shall be exempt from the application of the CIDB Act – vide section 3(1)(c) of the CIDB Act.</p>
ITB 5.3 (f)	<p>Delete ITB 5.3 (f) in its entirety and replace with the following:</p> <p>Given the fact that there is an agreement between Mauritius and the Saudi Fund of the Kingdom of Saudi Arabia, i.e. between Mauritius and a foreign financial organization, any foreign contractor referred to in paragraph (e) who undertakes construction works in relation to a project under that agreement shall be exempt from the application of the CIDB Act – vide section 3(1)(c) of the CIDB Act.</p>

ITB 5.4 (a)	<p>The individuals or firms in a joint venture or association shall be jointly and severally liable.</p> <p>In case of joint venture, the Bidder shall provide either a formal Joint Venture Agreement or a Letter of Intent to form the joint venture which shall clearly indicate that all partners will be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.</p>
B. Bidding Documents	
ITB 8.1	<p>Delete ITB 8.1 in its entirety and replace with the following:</p> <p>A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address indicated hereunder or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 8.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall respond to such request at latest 7 days prior to the deadline set for submission of bids and forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 7.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 9 and ITB 23.2.</p> <p>For Clarifications purposes, the Employer's address is:</p> <p><i>The Group Chief Executive Officer National Housing Development Co. Ltd Level 1, Tower 1, NexTeracom, Rue Du Savoir, Cybercity, Ebene, Mauritius.</i></p>
ITB 8.2	<p>A Site visit organized by the Employer shall take place at the following date, time and place:</p> <p>Date: 12 October 2023 Time: 11h30 AM Place: NHDC Quatre Cocos Contact Person: Mr. Yashveer Ujoodha – +(230) 5763-6322</p>
ITB 8.2	<p>Add the following to Sub Clause 8.2</p> <p>The Bidder shall also be deemed to have satisfied himself of the following:</p>

	<ul style="list-style-type: none"> i. The general conditions for carrying out the works, and in particular the equipment necessary for the proper execution of the works. ii. The exact location of the works. iii. The physical conditions of the site and the soil profile/type, including the hydrological and geo-technical characteristics of the site and its surroundings. iv. Means of communication and transport v. Supply of electricity, water, fuel, etc. vi. The requirement to provide access or alternative access to residents to their premises. vii. Meteorological and climatic conditions etc. viii. Environmental impact and safety standards to be met; <p>The Bidder shall be fully responsible for obtaining all necessary information relating to the above and for its interpretation, and for incorporating all costs associated with the above in its Bid price.</p> <p>NO CLAIM shall be entertained in connection with the above.</p>
ITB 8.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: 12 October 2023</p> <p>Time: 11h30 AM</p> <p>Place: NHDC Quatre Cocos</p> <p>Contact Person: Mr. Yashveer Ujoodha – +(230) 5763-6322</p>
ITB 8.5	<p>Delete ITB 8.5 in its entirety and replace with the following:</p> <p>The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p>
ITB 8.6	<p>Delete ITB 8.6 in its entirety and replace with the following:</p> <p>Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 7.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 9 and not through the minutes of the pre-bid meeting.</p>
ITB 9.1	<p>Delete ITB 9.1 in its entirety and replace with the following:</p>

	At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
ITB 9.3	<p>Delete ITB 9.3 in its entirety and replace with the following:</p> <p>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 23.2.</p>
C. Preparation of Bids	
ITB 12.1	<p>Delete ITB 12.1 in its entirety and replace with the following:</p> <p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Submission Form and Appendix to Bid (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 13 and 15; (c) Bid Security, in accordance with ITB 20; (d) alternative bids, if permissible, in accordance with ITB 14; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2; (f) documentary evidence in accordance with ITB 18 establishing the Bidder's continued qualified status or, if post-qualification applies, as indicated in accordance with ITB 5.8, the Bidder's qualifications to perform the contract if its Bid is accepted; (g) Technical Proposal in accordance with ITB 17; and (h) Tender schedule A - Certificate of Inspection of Existing Information (i) Valid Registration Certificate with the CIDB (Local Contractors Only) (j) any other document required as listed hereunder: <p>Note: Bidders shall submit the following additional documents to support its proposed design concept:</p> <ol style="list-style-type: none"> 1. <u>Bid Security</u> 2. <u>Proposed Architectural Design Concept</u>

	<ol style="list-style-type: none"> 1. Preliminary Masterplan clearly indicating the housing units and commemorative plaque being provided, areas being earmarked for septic tanks, absorption pits , catchpits, green areas within plots and driveway including inclusive design for disabled people; 2. Architectural Proposals in accordance with the Employer's requirements. These should include Masterplans, Floor Layouts, Roof Plan, Sections (At least Two Sections), Elevations of the buildings (i.e. All 4 Sides), Schedule of Areas, Schedule of Finishes, Schedule of Openings and Schedule of Sanitary Appliances, Accessories and Fittings for housing units; 3. Any other details including 3D drawings & video presentation (walk through) to morefully explain the design concept. <p>3. <u>Proposed Civil/ Structural Design Concept</u></p> <ol style="list-style-type: none"> 1. Civil/Structural Proposals in accordance with the Employer's requirements. These include Foundation Layout and Sections, Typical Floor Layout and Sections, Roof Layout and Sections, Staircase Layout and Sections, Preliminary Design Report from the Structural Engineer, Proposed Sources of Materials and Proposed Construction Methodology for housing units and commemorative plaque. 2. Any other documents that the Bidders want to submit to support their proposed design concept. <p>4. <u>Proposed MEP (i.e. Mechanical, Electrical and Plumbing) Design Concept</u></p> <ol style="list-style-type: none"> 1. MEP Proposals in accordance with the Employer's requirements. These include Electrical, Plumbing and Drainage layouts, details of proposed septic tanks and absorption pits and technical data sheets of proposed electrical, plumbing, drainage accessories and fittings and sanitary appliances, accessories and fittings. 2. Any other documents that the Bidders want to submit to support their proposed design concept.
ITB 12.2	<p>Delete ITB 12.2 in its entirety and replace with the following:</p> <p>In addition to the requirements under ITB 12.1, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture</p>

	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.
ITB 13.1	Alternative bids are allowed in accordance with ITB 13.2, 13.3 and 13.4
ITB 13.2	<p>The intended completion period is Three Hundred (300) Calendar Days (Maximum) from the commencement date as detailed hereunder:</p> <ul style="list-style-type: none"> • Design Stage: Sixty (60) Calendar Days from the commencement Date (Maximum) • Construction Stage: Two Hundred and Forty (240) Calendar Days (Maximum) from completion of design <p>The Bidder may propose a shorter completion period for the following stages:</p> <ul style="list-style-type: none"> • Design Stage • Construction Stage <p>If a revised shorter completion period is proposed and the award is made thereon. The said shorter completion period shall then become the contractual time frame.</p>
ITB 13.3	<p>Delete ITB 13.3 in its entirety and replace with the following:</p> <p>Except as provided under ITB 13.4, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.</p>
ITB 13.4	Alternative bids shall be permitted.
ITB 14.1	<p>Delete ITB 14.1 in its entirety and replace with the following:</p> <p>The Bid Submission Form and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.2. All blank spaces shall be filled in with the information requested.</p>

ITB 15.1	<p>The prices mentioned in the Bid Form shall be in Mauritian Rupees for Foreign and Local Component.</p> <p>Where items to be incorporated in the works are imported by the Contractor, the cost incurred for the CIF value may be in foreign currencies whilst those incurred locally in respect of duties, transportation, overhead charges and profit shall be in Mauritian Rupees. Bidders are requested to provide these costs as separate line items as foreign and local components in the Price Schedules.</p> <p>Refer to ITB 16.1 for further details.</p>
ITB 15.4	<p>The Prices quoted by the bidder shall be inclusive of any discounts. Any discount offered shall be a lump sum and not as a percentage. The whole lump sum discount offered shall be fixed even if the gross value of works does not exceed the Contract Price including reduction in scope of works. The discount shall be applied on the Interim Payment Certificates based on the Contract Period elapsed, i.e. the value of the discount shall be the lump sum divided by the number of month of the works durations.</p>
ITB 15.5	<p>Delete ITB 15.5 in its entirety and replace with the following:</p> <p>The Prices quoted by the bidder shall be subject to Price Adjustment in line with Sub Clause 13.8 of the Particular Conditions of Contract. However, the adjustment Price shall not be exceeding 20% of the original contract value.</p>
ITB 15.7	<p>By virtue of Section 66 of the Current Value Added Tax (VAT) Act, the NHDC is a VAT exempt body. The NHDC will therefore not pay any Value Added Tax under this contract. Therefore, bid prices shall be exclusive of input VAT.</p>
ITB 16.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p>Alternative A (Bidders to be paid in Mauritian Rupees without any adjustment to exchange rate for foreign currencies for costs incurred in other currencies).</p>
ITB 18.1	<p>Delete ITB 18.1 in its entirety and replace with the following:</p> <p>In accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p>
ITB 18.2	<p>Delete ITB 18.2 in its entirety and replace with the following:</p>

	<p>If a margin of preference applies as indicated in accordance with ITB 34.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility indicated in accordance with ITB 34.1.</p>
ITB 19.1	The bid validity period shall be 180 days.
ITB 19.2	<p>Delete ITB 19.2 in its entirety and replace with the following:</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 19.3.</p>
ITB 19.3 (a)	The bid price shall be adjusted by the following factor: NOT APPLICABLE
ITB 19.3 (b)	The fixed portion of the bid price shall be adjusted by the following factor: NOT APPLICABLE
ITB 20.1	The Bidder shall furnish a Bid Security amounting to 5% of the amount of the submitted financial offer but in Mauritian Rupees.
ITB 20.3	<p>Delete ITB 20.3 in its entirety and replace with the following:</p> <p>If a bid security is specified as per ITB 20.1 it shall be in the form of an unconditional bank/insurance guarantee issued by any commercial bank/insurance company operating in Mauritius. The bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The bid security shall be valid for thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.</p>
ITB 21.1	<p>Delete ITB 21.1 in its entirety and replace with the following:</p> <p>The Bidder shall prepare one original of the documents comprising the bid as described in ITB 12 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked "ALTERNATIVE." In addition to the Original, the Bidder shall submit Two copies of the bid and clearly mark them "COPY NO 1 & 2" and shall submit a scan copy of their entire submissions on a USB. In the event of any</p>

	discrepancy between the original and the copies (i.e. Hard and Soft Copy), the original shall prevail.
ITB 21.2	<p>Delete ITB 21.2 in its entirety and replace with the following:</p> <p>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, as specified hereunder. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.</p> <p>(a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
D. Submission and Opening of Bids	
ITB 22.1(a)	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 23.1	<p>Delete ITB 23.1 in its entirety and replace with the following:</p> <p>Bids must be received by the Employer at the address and no later than the date and time indicated hereunder.</p> <p>For <u>bid submission purposes</u> only, the Employer’s address is:</p> <p><i>The Group Chief Executive Officer National Housing Development Co. Ltd Level 1, Tower 1, NexTeracom, Rue Du Savoir, Cybercity, Ebene, Mauritius.</i></p>

	<p>The deadline for bid submission is:</p> <p>Date: 15 November 2023</p> <p>Time: up to 14:00 Hours (Mauritius Time)</p> <p>Note: The Envelopes shall bear a warning not to open before the time and date for bid opening.</p>
ITB 23.2	<p>Delete ITB 23.2 in its entirety and replace with the following:</p> <p>The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9, 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.</p>
ITB 24.1	<p>Delete ITB 24.1 in its entirety and replace with the following:</p> <p>The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
ITB 25.1	<p>Delete ITB 25.1 in its entirety and replace with the following:</p> <p>A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p> <p style="padding-left: 40px;">(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and</p> <p>received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.</p>
ITB 25.2	<p>Delete ITB 25.2 in its entirety and replace with the following:</p> <p>Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.</p>

ITB 25.3	<p>Delete ITB 25.3 in its entirety and replace with the following:</p> <p>No bid may be withdrawn, substituted, or modified in the 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.</p>
ITB 25.4	Delete ITB 25.4 in its entirety
ITB 26.1	<p>Delete ITB 26.1 in its entirety and replace with the following:</p> <p>The Employer shall open the bids in the presence of Bidders` designated representatives who choose to attend at the address, date and time specified hereunder.</p> <p>The Conference Room</p> <p>National Housing Development Co. Ltd Level 1, Tower 1, NexTeracom, Rue Du Savoir, Cybercity, Ebene, Mauritius.</p> <p>Date: 15 November 2023</p> <p>Time: up to 14:30 Hours (MauritiusTime)</p>
ITB 26.2	<p>Delete ITB 26.2 in its entirety and replace with the following:</p> <p>First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p>

ITB 26.3	<p>Delete ITB 26.3 in its entirety and replace with the following:</p> <p>All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security in the Bid Submission Form; and any other detail as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.</p>
ITB 26.4	<p>Delete ITB 26.4 in its entirety and replace with the following:</p> <p>The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
ITB 26.5	Delete ITB 26.5 in its entirety.
E. Evaluation, and Comparison of Bids	
ITB 33.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Mauritian Rupees</p> <p>The source of exchange rate shall be: <u>The Bank of Mauritius</u></p> <p>The date for the exchange rate shall be: <u>the deadline date set for the submission of bids.</u></p>
ITB 34.1	<p>A Margin of Preference shall apply as defined hereunder and in Section III- Evaluation and Qualification Criteria.</p> <p>The following procedure shall be used to apply the margin of Preference:</p> <p>(A) Responsive bids shall be classified into the following groups:</p> <ul style="list-style-type: none"> • Group A: bids offered by bidders meeting conditions satisfying eligibility for Margin of Preference and • Group B; all other bids; <p>(a) For the purpose of further evaluation and comparison of bids only, all bids classified into Group B shall be increased by the percentage(s) of preference allocated to those in Group A;</p>

	<p>Bidders applying for the Margin of Preference shall submit, as part of their bid submission evidence of:</p> <ul style="list-style-type: none"> 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. 100 M e) their deployment of manpower to demonstrate how they will undertake to employ the local manpower for the project. The evidence may include the number of existing employees that will be involved in the project and the number of workers that may be hired temporarily. Non-submission of the evidence may entail non-eligibility of the bidder for margin of preference.
ITB 35.1	The procurement process shall also follow procedures for Competitive Negotiation.
	F. Award of Contractor
ITB 39.2	<ol style="list-style-type: none"> 1. In line with Government Decision, the National Housing Development Co. Ltd shall, prior to award request the lowest substantially responsive bidder to submit a “<i>Tax Clearance Certificate</i>” from the MRA within a period of one week, confirming that the bidder has filed his tax returns and paid tax due. 2. In case the successful bidder does not submit the “<i>Tax Clearance Certificate</i>”, National Housing Development Co. Ltd may consider the next lowest substantially responsive bidder to equally comply with paragraph 1 above. <p style="text-align: center;">It is brought to the attention of the bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public Body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA website www.mra.mu. The bidder is requested to use the reference of the letter issued by the Public Body to access the system</p>
ITB 40.1	<p>Delete ITB 40.1 in its entirety and replace with the following:</p> <p>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</p>

	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.
ITB 40.2	Delete ITB 40.2 in its entirety and replace with the following: Until a formal contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.
ITB 42.1	The Performance security shall be 10% of the Accepted Contract Amount inclusive of provisional and contingencies sum and excluding VAT. The contractor shall obtain and provide to the Employer with a copy to the Engineer, within Twenty-Eight (28) days after receipt of the Letter of Acceptance, a security for his proper performance of the Contract in the sum stated in the Appendix to Tender. The Performance Security shall be in the form of a Bank/Insurance Guarantee issued through a commercial bank/insurance company operating in Mauritius.
ITB 42.3	(a) For contracts above Rs 100M, the selected bidder having benefitted from the application of the Margin of Preference for employment of local manpower shall submit a preference security in the form of a bank guarantee from a local bank. (b) For contracts up to Rs 100M, the public body shall, at the selected bidder’s option, either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee.
ITB 43.1	Delete the paragraph of ITB 43.1 in its entirety and replace by: The Commencement Date shall be agreed between the successful Bidder and the Employer but shall be within twenty-eight (28) days after the Contractor receives the Letter of Acceptance issued by the Employer.
ITB 44.1	Delete ITB 44.1 in its entirety.

Section III. Evaluation and Qualification Criteria

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

1. Evaluation

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

1.1 Assessment of adequacy of Technical Proposal with Requirements

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).

1.1.1 Technical Evaluation

The Technical Offer shall comprise of the Design Proposal for the Works and other forms as called for in SECTION IV, Bidding Forms.

The Technical Offers of the Bidders will be examined and analysed on the basis of the information supplied by Bidders, taking into account the completeness, consistency and level of detail provided. Consideration shall be given to the following:

Criteria	Submission form	Weightage in Technical Evaluation	Remarks
Adequacy of Design proposals with respect to Employer's Requirements	Form Tech-1	35%	
Adequacy of proposal on Construction Methods.	Form Tech-2	25%	
Industrial Hygiene, Occupational Health and Safety Plan	Form Tech-3: Part 1	5%	
Environmental Protection Policy Statement	Form Tech-3: Part 2	5%	
Programme and Schedule of Works	Form Tech-4	5%	<ul style="list-style-type: none"> Submission of Programme of Works using Gantt chart showing key activities, Critical path and Milestones - 100%
		5%	<ul style="list-style-type: none"> This 5% will be allocated only to those Bidders who can demonstrate that they can complete the project in shorter completion period than the following time frame: <ul style="list-style-type: none"> Design Stage: Sixty (60) Calendar Days from the commencement Date (Maximum) Construction Stage: Two Hundred and

			Forty (240) Calendar Days (Maximum) from completion of design
Quality Assurance System proposal	Form Tech-6	10%	
Adequacy of proposal on Construction equipment	Form Tech-7	5%	
Qualification and Experience of Bidder's Personnel	Form Tech-8	5%	

		Weightage in Technical Evaluation
<i>Adequacy of Design proposals with Employer' Requirements</i>	<i>Form Tech-1</i>	35%
<i>Adequacy of proposal on Construction Works Requirements</i>	<i>Form Tech-2</i>	25%
Industrial Hygiene, Occupational Health and Safety Plan	Form Tech-3: Part 1	5%
Environmental Protection Policy Statement	Form Tech-3: Part 2	5%
<i>Programme and Schedule of Works</i>	<i>Form Tech-4</i>	5%
<i>Programme and Schedule of Works (To be allocated only in case of Shorter Completion Period)</i>		5%
<i>Quality Assurance System Proposal</i>	<i>Form Tech-6</i>	10%
<i>Adequacy of proposal on construction Equipment</i>	<i>Form Tech-7</i>	5%
<i>Qualification and Experience of Bidder's Personnel</i>	<i>Form Tech-8</i>	5%
Total Technical score		100%

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 70% of the total marks for each criterion and 70% of the total score.

Only those Financial Offers from bidders achieving the minimum technical score shall be evaluated and the contract awarded in accordance with clause 41.1 of ITB.

1.1.2 Financial Evaluation

The formula for determining the financial scores is the following:

$$S_f = 100 \times F_m / F$$

in which S_f is the financial score,

F_m is the lowest price and

F is the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = **0.7** and

F = **0.3**

The bidder achieving the highest combined technical and financial score will be awarded the contract.

1.2 Multiple Contracts,

if permitted under ITB 35.4, will be evaluated as follows:

Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: **Not Applicable**

1.3 Alternative Completion Times

The intended completion period is **Three Hundred (300) Calendar Days (Maximum)** from the commencement date as detailed hereunder:

- Design Stage: **Sixty (60) Calendar Days from the commencement Date (Maximum)**
- Construction Stage: **Two Hundred and Forty (240) Calendar Days (Maximum) from completion of design**

The Bidder may propose a shorter completion period for the following stages:

- **Design Stage**
- **Construction Stage**

1.4 Technical Alternatives

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

1.5 A Margin of Preference

A Margin of Preference, if permitted under ITB 34.1, shall be applied.

2. Qualification

Bids will be considered from both Local & Foreign Contractors.

Local Contractors shall be duly registered with the Construction Industry Development Board (CIDB) under the grade and specialization that cover adequately the size and type of works related to the project.

Foreign Contractors do not need to apply for and obtain a Provisional Registration prior to bidding for this project.

Given the fact that there is an agreement between Mauritius and the Saudi Fund of the Kingdom of Saudi Arabia, i.e. between Mauritius and a foreign financial organization, any foreign contractor referred to in paragraph (e) who undertakes construction works in relation to a project under that agreement shall be exempt from the application of the CIDB Act – vide section 3(1)(c) of the CIDB Act.

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.1.1 Nationality	Nationality in accordance with ITB 5.1.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Form ELI–1 and 2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 5.5.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Bid Submission Form
2.1.3 Government Owned Entity	Compliance with conditions of ITB 5.7	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI–1 and 2, with attachments
2.1.4 Ineligibility based on a United Nations resolution or Mauritian law	Not having been excluded as a result of the Mauritian laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 5.9	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Bid Submission Form

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last three (3) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as member to past or existing JVA	N / A	Must meet requirement by itself or as member to past or existing JVA	N / A	Form CON - 2
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than twenty five percent (25%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as member to past or existing JVA	N / A	Must meet requirement by itself or as member to past or existing JVA	N / A	Form CON – 2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.3.1 Historical Financial Performance ⁶	Submission of audited balance sheets, or if not required by the law of the bidder’s country, other financial statements acceptable to the Employer to demonstrate the current soundness of the bidder’s financial position and indicate its prospective long-term profitability <u>Contractors more than 5 years’ experience in the field</u> (i). Has shown profit before income tax for at least three (3) years in the last five (5) years for Contractors having more than 5 years’ experience in the field	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN –1 with attachments

⁶ (a) Local bidders who are not required to file Audited Accounts should submit copies of Financial Statements filed at the Registrar of Companies prior to deadline set for the submission of bids.

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
	<p><u>SME Contractors/ contractors having less than 5 years’ experience</u></p> <p>(ii). Has shown profit before income tax for at least two (2) years for SME Contractors/contractors having less than 5 years’ experience</p>					
2.3.2.	Clause Deleted					
2.3.3. Financial Resources	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:</p> <p>(i) the following cash-flow requirement:</p> <p>Mauritian Rupees Thirty-Two Million (MUR 32,000,000.00)</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –3

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
	<p>The Bidder (if awarded) shall submit an updated document of the above after contract and ensure that the above-mentioned financial resources are available throughout the whole duration (if any) of the said contract to meet the latter’s cash flow requirements.</p> <p>The Employer also reserves the right to request the Bidder (if awarded) to demonstrate that he still has access to, or availability of the said financial resources at any point in time during the post-award stage of the said contract to meet the latter’s cash flow requirements.</p> <p>and</p> <p>(ii) the overall cash flow requirements for this contract and its current commitments. Non submission of the supporting</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN-4

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
	documents may lead to rejection of the bid. Documentary evidence shall comprise but not limited to: - (1) Bank certificate (2) Certificate from Auditors (3) Certificate from Insurance Companies					

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.4.1General Experience	<p>Local Contractors have to be registered with the CIDB under the grade, classes and specialization indicated hereunder:</p> <p>Grade:</p> <p>Local contractor should be 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.</p> <p>Classes of works of contractors:</p> <p>Building Construction Works</p> <p>Note:</p> <p>Foreign Contractors do not need to apply for and obtain a Provisional Registration prior to bidding for this project.</p> <p>Given the fact that there is an agreement between Mauritius and the Saudi Fund of the Kingdom of Saudi Arabia, i.e. between Mauritius and a</p>	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form EXP-1

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
	foreign financial organization, any foreign contractor referred to in paragraph (e) who undertakes construction works in relation to a project under that agreement shall be exempt from the application of the CIDB Act – vide section 3(1)(c) of the CIDB Act.					
2.4.2 (a) Specific Experience	Participation as contractor, management contractor, or subcontractor, in at least one (1) contract within the last three (3) years, with a value of at least Eighty Million rupees (MUR 80M), involving design of at least 1 Building of at least 60 m² that have been successfully and substantially completed.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2(a)

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.4.2 (b) Specific Experience	<p>b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities:</p> <p>The Contractor shall have undertaken:</p> <p>1. Construction works involving the construction of a building of gross floor area of at least 60 m² as part of a single contract</p> <p>2. MEP works in a building of gross floor area of at least 60 m² as part of a single contract</p> <p>Note: Requirement for Clause 2 can be met through specialized sub-contractors</p>	Must meet requirement by itself or as member to past or existing JVA	Must meet requirements for all characteristics	N / A	Must meet requirements for at least one characteristic	Form EXP-2(b)

2.5 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number Required
1	Concrete mixer with weight batcher (1 m3)	1
2	Vibrating Roller 12T-20T	1
3	Excavator 175HP	1
4	Backhoe Excavator 10T	1
5	Lorries 10T	1
6	Tipper Lorries 10T	1
7	Plate Compactor	1
8	Handheld Roller	1
9	Loader (1 m ³)	1

The equipment list is not exhaustive and the Bidder shall provide additional equipment he may require for the implementation of the works within the specified duration.

The Bidder shall indicate if he owns the equipment or if he plans to purchase/lease/hire same.

The Bidder has to submit an undertaking that it will have access to the Key's Contractor's equipment listed above.

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

2.6 Key Personnel (Design & Supervision Team)

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

Evidence of immediate availability of the key personnel or undertaking for the availability for the said contract to be submitted by the bidder.

Sn	Personnel	Qualifications	Experience	Similar Projects
<i>Minimum Qualifications & Experience</i>				
1	Project Manager	1. Degree Holder in either Civil Engineering or Quantity Surveying or Architecture or Mechanical/ Electrical or Mechatronic Engineer 2. Professional Registration with respective councils of Mauritius	Minimum 15 Years Experience in the Construction Industry	Proven records of having worked as Project Manager/ Contract manager/ and having worked in at least 3 projects of similar magnitude and preferably on at least 1 design and build project.
2	Architect	1. Degree Holder in Architecture 2. Professional Registration with the Council of Professional Architects of Mauritius.	Minimum 10 Years Experience	Having worked in at least 2 similar projects.
3	Civil/Structural Engineer	1. Degree Holder in Civil/ Structural Engineering; 2. Professional Registration with the Council of Registered Professional Engineers of Mauritius.	Minimum 10 Years Experience	Having worked in at least 2 similar projects in terms of both structural and infrastructural works design

Sn	Personnel	Qualifications	Experience	Similar Projects
		<i>Minimum Qualifications & Experience</i>		
4	Quantity Surveyor	1. Degree Holder in Quantity Surveying 2. Either: Chartered Member of Royal Institution of Chartered Surveyors, or Registered with the Council of Professional Quantity Surveyors of Mauritius.	Minimum 10 Years Experience	Having worked in at least 2 similar projects
5	MEP Engineer	1 Degree Holder in either Mechanical or Electrical Engineering 2 Registered with the Council of Registered Professional Engineers of Mauritius.	Minimum 10 Years Experience	Having worked in at least 2 similar projects
6	Sworn Land Surveyor	1 Diploma or Bachelor Degree in Land Surveying/Geomatics or similar field 2 Commissioned/Registered Land Surveyor	Minimum 5 Years Experience	Having worked in at least 2 similar projects

Each of the above shall exercise utmost professional integrity in the discharge of his duties and shall act with complete impartiality on matters relating to this project and shall be registered with the appropriate body regulating their respective profession.

2.7 Key Personnel (Implementation Team)

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

Evidence of immediate availability of the key personnel or undertaking for the availability for the said contract to be submitted by the bidder.

Sn.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	A Contract Manager (Part Time) with a degree in Architecture, Civil engineering, Quantity Surveying, Mechanical Engineering, Electrical Engineering, Mechatronics Engineering or Construction Management or acceptable equivalent qualification, having undertaken at least two (2) projects of similar nature and volume during the last 5 years.	10	5
2	A Site Manager (Full Time) with degree in Civil Engineering or acceptable equivalent qualification having worked on at least two (2) projects of similar nature and volume during the last 5 years.	10	5
3	One Civil Engineer (Full Time) with degree in civil engineering or acceptable equivalent qualification having worked on at least two (2) projects of similar nature and volume during the last 5 years.	5	5
4	One MEP Engineer (Part Time) with degree in Electrical and/or Mechanical or Mechatronics having worked or acceptable equivalent qualification on at least two (2) projects of similar nature and volume during the last 5 years.	10	5
5	One M&E Coordinator (Full-Time) with diploma or certificate in electrical and/or Mechanical installation [NTC level 3] or acceptable equivalent qualification having worked on at least two (2) projects of similar nature and volume during the last 5 years.	10	5
6	One Quantity Surveyor (Part Time) with diploma/degree in quantity surveying having worked or acceptable equivalent qualification on at least two	10	5

	(2) projects of similar nature and volume during the last 5 years.		
7	One Topographical Surveyor (Full-Time) with diploma in Land Surveying with at least 5 years 'experience, having worked out detailed survey on at least two (2) projects of similar nature and volume during the last 5 years.	10	5
8	One Health and Safety Officer (Part-Time) with diploma in Occupational Health and Safety with at least five (5) years' experience	5	5
9	One General Foreman (Full Time) having experience in building and civil works	10	5

The Contractor shall submit recent signed CV's of the proposed personnel, detailing experience and qualifications.

2.7 Skilled/ Unskilled Personnel (Implementation Team)

The Bidder must demonstrate/undertake that it will have the required quantity of skilled and un-skilled personnel for the execution of this work.

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	Skilled Masons	6	10
2	Unskilled Masons	12	25
3	Skilled Carpenter	3	5
4	Unskilled Carpenter	6	5
5	Skilled Bar Bender	3	5
6	Unskilled Bar Bender	6	5

Note:

1. The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms and shall designate each key personnel clearly;
2. Bidder's designated key and other personnel identified as Full Time shall not be allowed to work simultaneously on another site for the said Contractor nor with another contractor. However, prior to award, bidders shall confirm that the designated personnel would be on a full-time basis on the said project and the Bidder shall also provide an undertaking that they shall not contravene the above-mentioned requirements. Records of attendance shall be duly certified by the Contract Manager and Project Manager accordingly.
3. In case the Bidder is proposing any key or other personnel listed who are not in the permanent employment of the bidder, such personnel must provide a written undertaking to provide his services for the whole duration of the Contract.

4. Should the bidder propose other personnel as key personnel after award of the contract, the bidder will be required to submit the details of the said personnel and their experience records in the relevant bidding forms format included in Section IV Bidding Forms and shall also submit evidence of immediate availability of the said key personnel or an undertaking for the availability for the said contract and shall seek the Employer's approval in respect thereof. The proposed personnel should have equivalent or better qualification and experience to those initially proposed.
5. In case of failure from the Contractor to provide proposed key personnel (with the said qualifications and experience), the NHDC shall deduct the amount quoted for that key personnel from the Contractor's quoted price in the preliminaries/ general requirements section or dayworks schedule.
6. The Bidder shall provide details of the proposed personnel and their experience records using forms included in Section IV, Bidding Forms.

2.8 Mandatory Evaluation Criteria

Bidders shall submit duly filled bidding forms in respect of the following mandatory evaluation criteria related to Eligibility, Qualification and Experience, and Technical.

For ease of the reference those mandatory criteria are listed hereunder.

2.8.1 Eligibility Criteria

Sn.	Mandatory Criteria
1	Bidder shall comply with Sub-Factor 2.1.1
2	Bidder shall comply with Sub-Factor 2.1.2
3	Bidder shall comply with Sub-Factor 2.1.3
4	Bidder shall comply with Sub-Factor 2.1.4

2.8.2 Qualification and Experience Criteria

Sn.	Mandatory Criteria
1	Bidder shall comply with Sub-Factor 2.2.1
2	Bidder shall comply with Sub-Factor 2.2.2
3	Bidder shall comply with Sub-Factor 2.3.1
4	Bidder shall comply with Sub-Factor 2.3.3
5	Bidder shall comply with Sub-Factor 2.4.1
6	Bidder shall comply with Sub-Factor 2.4.2(a)
7	Bidder shall comply with Sub-Factor 2.4.2(b)

2.8.3 Technical Criteria

Sn.	Mandatory Criteria
1	Bidder shall comply with adequacy of Design proposals with Employer' Requirements as per Form Tech – 1
2	Bidder shall comply with adequacy of proposal on Construction Works Requirements as per Form Tech – 2
3	Bidder shall comply with Industrial Hygiene, Occupational Health and Safety Plan as per Form Tech – 3: Part 1
4	Bidder shall comply with Environmental Protection Policy Statement as per Form Tech – 3: Part 2
5	Bidder shall comply with Programme and Schedule of Works as per Form Tech – 4
6	Bidder shall comply with Cash Flow Projection as per Form Tech – 5
7	Bidder shall comply with Quality Assurance System Proposal as per Form Tech – 6
8	Bidder shall comply with adequacy of proposal on construction Equipment as per Form Tech – 7
9	Bidder shall comply with Qualification and Experience of Bidder's Personnel as per Form Tech – 8

Section IV. Bidding Forms

A.. Bid Submission Forms

- Bid Submission Form
- Appendix to Bid Submission Form
- Form of Bid Security (Bank/Insurance Guarantee)

B.. Bidder Qualification Forms

- ELI-1: Bidder Information Sheet
- ELI-2: JV/Association/Sub-contractor Information Sheet
- ELI-3: Government-Owned Enterprise Certification Form
- CON-1: Historical Contract Non-Performance
- FIN-1: Financial Situation
- FIN-2: Average Annual Construction Turnover
- FIN-3: Financial Resources
- FIN-4: Current Contract Commitments/Works in Progress
- EXP-1: General Design Experience
- EXP-2: General Construction Experience
- EXP-3: Similar Design Experience
- EXP-4: Similar Construction Experience
- EXP-5: Specific Design Experience
- EXP-6: Specific Construction Experience
- EXP-7: Environmental and Social (E&S) Management Experience
- EXP-8: Health and Safety (H&S) Management Experience

C.. Technical Offer Forms

- Tech 1: Design Proposal
- Tech 2: Method Statement
- Tech 3: Environmental, Social, Gender, Health & Safety Staffing Methodology
- Tech 4: Program
- Tech 5: Cash Flow Projection
- Tech 6: Project Management Organization
- Tech 7: Construction Equipment
- Tech 8: CVs of Key Personnel

Bid Submission Form

Name of Contract: _____

To: _____ *(Insert name of Employer)*
 _____ *(Insert address of Employer)*

Gentlemen:

(a). We have examined the Conditions of Contract, Employer's Requirements & Specifications, Schedules, Addenda Nos _____ and the matters set out in the Appendix hereto. We have understood and checked these documents and have not found any errors in them. We accordingly offer to design, execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal, for the fixed lump sum of (in currencies _____ of payment, _____ excluding VAT)

(b). We accept your suggestions for the appointment of the Dispute Adjudication Board, as set out in Schedule _____ *[We have completed the Schedule by adding our suggestions for the other member of this three-person Board, but these suggestions are not conditions of this Bid].**

(c). We agree to abide by this Bid until _____ and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of our Bid.

(d). We hereby confirm that:

(i) this Bid complies with the Bid Security, if required; and

(ii) we have read and understood the content of the Bid Securing Declaration form contained in section 6 and subscribe fully to the terms and conditions of the Bid Securing Declaration, if required. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the Instructions to Bidders.

(e). We have no conflict of interest in accordance with ITB Sub-Clause 4.4;

(f). If our Bid is accepted, we will provide the specified performance security, preference security (if applicable), commence the Works as soon as reasonably possible after receiving the Employer's

* If the Bidder does not accept, this paragraph may be deleted and replaced by:

We do not accept your suggestions for the appointment of the Dispute Adjudication Board, and propose that we jointly agree upon the appointment after the Effective Date (unless previously agreed) in accordance with Sub-Clause 20.3 of the Conditions of Contract.
[OPTIONAL: Our Proposal includes our suggestions for this appointment, but these suggestions are not conditions of this Bid.]

Representative's notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Appendix to Bid/the Shorter Completion Period as proposed.

- (g). Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	
_____	_____	
_____	_____	
_____	_____	

(if none, state "none").

- (h). 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.
- (i). We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.
- (j). Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- (k). We understand that you are not bound to accept the lowest or any bid you may receive.
- (l). 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.

We are, Gentlemen

Yours faithfully

Signature _____ in the capacity of _____ duly authorized to sign bids
for _____ and _____ on _____ behalf _____ of

Address

Date _____

Appendix to Bid Submission Form

The Appendix to Bid of the successful Bidder shall become Annex B to the Particular Conditions

Conditions of Contract Clause

Employer's name and address	1.1.2.2 & 1.3	<p>Employer is: National Housing Development Co. Ltd. (NHDC Ltd) Address of the Employer is: Level 1, Tower 1, NexTeracom Rue Du Savoir, Cybercity, Ebene</p>
Contractor's name and address	1.1.2.3 & 1.3	<p>Contractor is: Address of the Contractor is: </p>
Engineer's name and address	1.1.2.4 & 1.3	<p>Engineer is: The Project Manager (Design & Supervision Team) appointed by the Contractor Address of the Engineer is: </p>
Dates, Tests, Periods and Completion	1.1.3.3	<p>Time for Completion for the whole of the works is: 300 Calendar Days for completion of design and construction of the works from Commencement Date. The design should be completed within 60 Calendar Days from the commencement date. Construction Works will start after the submission and approval of the design and calculations.</p> <p>Note: In the event, Contractor proposes a shorter implementation time as part of its proposal. If successful, the revised time frame shall then become the official time frame for Completion for the whole of the Works.</p>
Defects Notification Period	1.1.3.7	<p>The Defects Notification Period will be <u>365 days</u> following issuance of the Taking Over Certificate.</p>

Conditions of Contract Clause

Communications	1.3	All correspondences pertaining to contractual matters related to the Contract shall be in writing under cover of a letter. Day to Day site issues can be telefax and E-mails.
Governing Law	1.4	Law in force governing the Contract is that of the Republic of Mauritius
Ruling Language	1.4	Ruling language of the Contract is English.
Language for communications	1.4	Language for communication is English.
Right for Access to the Site	2.1	Employer shall give the Contractor access to the Site within Seven (7) days of the issue of Letter of Acceptance and submission of evidence of insurances, Performance Security Guarantee, Professional Indemnity Insurance, all approved program, design drawings, design calculations and other required document at that stage. The right and possession of site shall not be exclusive to the Contractor.
Engineer's Duties and Authority	3.1(iv)	Engineer's authority to instruct a Variation is limited to: MUR 200,000.00 per variation.
	3.1(v)	Engineer's authority to approve a proposal for Variation submitted by the Contractor is limited to: MUR 200,000.00 per variation.
Amount of Performance Security	4.2	The Performance security shall be 10 % of the Accepted Contract Amount inclusive of provisional and contingencies sum and excluding VAT. The Performance security shall be furnished by a local bank/insurance company registered in Mauritius and acceptable to the Employer and shall be unconditional (on demand).
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	Contractor's obligation to notify the Employer of errors, faults or defects in the Employer's Requirements is within 7 days from the commencement date.

Conditions of Contract Clause

Normal Working Hours	6.5	Normal working hours shall be as per the Labor Law of the Republic of Mauritius
Delay Damages for the Works	8.7 & 14.15(b)	<i>MUR 110,000 per Calendar Day for Whole Project</i>
Maximum amount of delay damages	8.7	Maximum amount of delay damages shall be 10% of the contract price.
Provisional Sums	13.5(b) (ii)	Percentage for overhead charges and profit shall be Three Percent (3%) .
Adjustments for Changes in Cost	13.8	Not Applicable
Total advance Payment	14.2	Total advance payment shall be Ten percent (10%) of the Accepted Contract Amount less provisional and contingency sums.
Number and timing of instalments	14.2	The advance payment will be paid in One (1) instalment and in Mauritian Rupees by the Employer.
Start repayment of advance payment	14.2(a)	Repayment of the advance payment shall start after Certification of Twenty percent (20%) of the Accepted Contract Amount and shall be based upon progress of works.
		Advance payment shall be recovered in full prior to the time when eighty (80) percent of the Accepted Contract Amount has been certified for payment or in case of termination.
Repayment amortization of advance	14.2(b)	Not Applicable
Percentage of retention	14.3	Amount to be retained shall be Ten percent (10%) of Interim Payment Certificates.

Conditions of Contract Clause

Limit of Retention Money	14.3	Limit of retention money shall be Five percent (5%) of the Accepted Contract Amount.
Minimum amount of Interim Payment Certificates	14.6	Minimum amount of Interim Payment Certificates shall be: Mauritian Rupees Five (5) Million.
Payment	14.7	<p>The Employer shall pay to the Contractor:</p> <ul style="list-style-type: none"> (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents from the bank confirming the authenticity of the Performance Security (Sub-Clause 4.2) and Advance Payment (Sub-Clause 14.2), whichever is later from the Engineer: (b) the amount certified in each Interim Payment Certificate within 28 days after the Employer receives the Engineer's Payment Certificate and supporting documents, whichever is later; and" (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives Engineer's Payment Certificate and supporting documents, whichever is later. <p>Payment of the amount due in each currency shall be made into the bank account nominated by the Contractor, in the payment country (for this currency) specified in the Contract."</p>
Delayed Payment	14.8	Financing charges shall be 1% above prevailing repo rate (as set by the Bank of Mauritius)
Payment of Retention Money	14.9	The outstanding amount of retention money shall be paid fully just after six months after receipt of a retention guarantee from the Contractor.
Currencies of Payment	14.15	Currencies of payment shall be: Mauritian Rupees

Conditions of Contract Clause

Periods for submission of insurance- Evidence of insurance	18.1(a)	Insuring Party shall submit evidence of insurance by commencement date.
Periods for submission of insurance- Relevant policies	18.1(b)	14 days after the Commencement date
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Deductible per occurrence shall not exceed MUR 500,000/- and shall be at the sole expense of the contractor.
Minimum amount of third party insurance	18.3	Limit per occurrence shall not be less than: MUR 10 Million. -Max 100 Million
Minimum amount of Insurance for Design	18.5	Limit of Insurance for Design shall be as follows: Project Manager: MUR 5,000,000.00 (Mauritian Rupees Five Million) Architect: MUR 5,000,000.00 (Mauritian Rupees Five Million) Civil/ Structural Engineer: MUR 5,000,000.00 (Mauritian Rupees Five Million) Quantity Surveyor: MUR 3,000,000.00 (Mauritian Rupees Three Million) MEP Engineer: MUR 3,000,000.00 (Mauritian Rupees Three Million) Sworn Land Surveyor: MUR 2,000,000.00 (Mauritian Rupees Two Million)
Date by which the DAB shall be appointed	20.2	DAB shall comprise of One (1) Member.
Appointment of DAB, if not agreed	20.3	Appointing entity shall be as agreed between the two parties in the first instance; or Appointing entity shall be a Judge of the Supreme Court of Mauritius in case both parties fail to agree in the appointment of the third member to act as Chairman of DAB.

Conditions of Contract Clause

Arbitration	20.6	Arbitration shall be conducted by a sole arbitrator who shall be assisted by an assessor (i.e. a Construction professional such as a Registered Engineer or a Registered Quantity Surveyor), having at least twenty years of experience in the construction industry, mutually acceptable to both parties all as per the code of civil procedure under the laws of the Republic of Mauritius.
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Bidder's Name:

Address:

Signature:

Name:

Seal:

Note:

The Appendix to Bid Submission Form should be duly signed and submitted along with the bid.

Form of Bid Security (Bank/Insurance Guarantee)

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

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

Body.....

Date:

.....

BID GUARANTEE No.:

.....

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

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

At the request of the Bidder, we*[name of Bank/Insurance]* 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) fails or refuses to sign the contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to

you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

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

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

.....[Bank/Insurance's seal and authorized signature(s)]

B. Bidder's Qualification Forms

To establish its qualifications to perform the Contract in accordance with the qualification requirements set out in Section III, Evaluation and Qualification criteria

B 1. Bidder's Qualification Forms

Bidders shall prepare the information required and in the format as indicated hereafter and submit same along with his bid.

1. ELI-1: Bidder Information Sheet
2. ELI-2: JV/Association/Sub-contractor Information Sheet
3. ELI-3: Government-Owned Enterprise Certification Form
4. CON-1: Historical Contract Non-Performance
5. FIN-1: Financial Situation
6. FIN-2: Average Annual Construction Turnover
7. FIN-3: Financial Resources
8. FIN-4: Current Contract Commitments/Works in Progress
9. EXP-1: General Design Experience
10. EXP-2: General Construction Experience
11. EXP-3: Similar Design Experience
12. EXP-4: Similar Construction Experience
13. EXP-5: Specific Design Experience
14. EXP-6: Specific Construction Experience
15. EXP-7: Environmental and Social (E&S) Management Experience
16. EXP-8: Health and Safety (H&S) Management Experience

Form ELI-1: Bidder Information Sheet

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Bidder's legal name	
In case of JV or other association, legal name of each member	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 21.2 and 21.3.</p> <p><input type="checkbox"/> 3. In case of JV or other association, letter of intent to form JV or other association or JV/association agreement, in accordance with ITB 5.2.</p> <p><input type="checkbox"/> 4. Government-Owned Enterprise Certification Form [ELI-3]</p>	

Form ELI-2: JV/Association/Sub-Contractor Information Sheet

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each member of a JV/Association making up a Bidder and each known subcontractor must fill in this form.

JV /Association/Subcontractor Information	
Bidder's legal name	
JV Member's or Subcontractor's legal name	
JV Member's or Subcontractor's country of constitution	
JV Member's or Subcontractor's year of constitution	
JV Member's or Subcontractor's legal address in country of constitution	
JV Member's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 21.2 and 21.3.</p> <p><input type="checkbox"/> 3. Government-Owned Enterprise Certification Form [ELI-3].</p>	

ELI-3: Government-Owned Enterprise Certification Form

Bidders shall prepare the information required and, in the format, as indicated hereunder and submit same along with his bid (if applicable).

For purposes of this form, the term “Government” means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or subnational).

CERTIFICATION

Full Legal Name of Bidder:

Address of Principal Place of Business or Chief Executive Office of Bidder:

Full Name of Three (3) Highest Ranking Officials of Bidder (for any Bidder that is an entity):

Full Legal Name(s) of Parent Entity or Entities of Bidder (if applicable; if Bidder has no parent, please so state):

Full Legal Name(s) of Parent Entity or Entities of Bidder in Language and Script of Country of Formation (if applicable and if different from above):

Address(es) of Principal Place of Business or Chief Executive Office of Parent Entity or Entities of Bidder (if applicable):

1) Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)?

Yes ☐ No ☐

2) Regardless of how you answered question 1, please answer the following:

a. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government?

Yes ☐ No ☐

If _____ yes, _____ describe:

b. Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or services or otherwise influence your business decisions? Yes ☐ No ☐

If _____ yes, _____ describe:

4) Have you ever been Government-owned or controlled? Yes ☐ No ☐

5) If your answer to question 4 was yes, please answer the following questions:

a. How long were you Government-owned?

b. When were you privatized?

c. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government?

Yes ☐ No ☐

If _____ yes, _____ describe:

d. Even though not majority or controlling, does a Government continue to hold any ownership interest or decision making authority in you or your affairs?

Yes ☐ No ☐

If _____ yes, _____ describe:

e. Do you send any funds to a Government other than taxes and fees in the ordinary course of your business in percentages and amounts equivalent to other non-Government-owned enterprises in your country that are engaged in the same sector or industry? Yes ☐ No ☐

If _____ yes, _____ describe:

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed a “fraudulent practice”.

Authorized Signature: _____ Date:

Printed Name of Signatory:

Form CON-1
Historical Contract Non-Performance

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

The following table shall be filled in for the Bidder and for each member of a joint venture or other association that is a party to the Bidder.

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

Date: **[insert day, month, year]**

Bidder's Party's Legal Name: **[insert full name]**

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

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the five years prior to the deadline for Bid submission in accordance with Section III, Evaluation and Qualification Criteria Requirements)), Sub-Factor 2.2.1. OR <input type="checkbox"/> Contract(s) not performed during the five years prior to the deadline for Bid submission in accordance with Section III, Evaluation and Qualification Criteria Requirements , Sub-Factor 2.2.1.			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, MUR/USD equivalent)
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract name, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Failure to Sign a Contract, in accordance with Section III, Evaluation and Qualification Criteria Requirements
<input type="checkbox"/> No failure to sign a contract in accordance with Sub-Factor 2.2.2 of Section III, Evaluation and Qualification Criteria Requirements OR <input type="checkbox"/> Failure to sign a contract in accordance with Sub-Factor 2.2.2 of Section III, Evaluation and Qualification Criteria Requirements
Failure to Sign Contract
In the event of failure to sign a contract, clarify/explain your situation according to Sub-Factor 2.2.2 of Section III, Bid Review, Evaluation Criteria and Bidder Qualification Requirements

Year	Claim as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, MUR/US\$ equivalent)
[insert year]	[insert percentage]	Contract identification: [indicate complete contract name, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]	[insert amount]

Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes in accordance with Section III. Evaluation and Qualification Criteria Requirements

(Each member of a JV/association making up a Bidder must complete this table)

Provide information on current or past proceedings, litigation, arbitration, actions, claims, investigations or disputes over the last five (5) years as shown in the form below in accordance with Sub-Factor 2.2.3 of Section III, Evaluation and Qualification Criteria Requirements.

The Bidder, or a related company or entity, is currently, or within the past five (5) years has been, involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute the process or outcome of which the Employer could reasonably interpret may impact or have the potential to impact the financial condition of the Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the Contract:

☐ No **OR** ☐ Yes

If Yes, Describe:

Year:	Matter in Dispute:	Value of Award (Actual or Potential) Against Consultant in US\$ Equivalent:

FIN-1: Financial Situation

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

Financial Data for Previous 5 Years [US\$ Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					

- ☐ Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 5 years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or member of a JV or other association, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Financial Ratios

Current Ratio					
Debt Ration					

*Bidders to fill this table. The Employer will verify during the review process.

FIN 1 Financial Situation(continued)

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Key Financial Information extracted from Audited Accounts/Financial Statements

Financial data in the currency reported in the Audited Accounts/Financial Statements	Historical Information			Remarks by BEC
	Previous years	Last year	Current year	
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 (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				
(Net profit After tax) x 100 (Turnover)				
Certified by Bidder that information is true extract from Audited Accounts/Financial Statements Name:				
Signature:				
Capacity:				
Date:				

FIN-2: Average Annual Turnover

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each Bidder or member of a JV/Association making up a Bidder must fill in these forms.

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	MUR/US\$ Equivalent
Average Annual Construction Turnover			

The information supplied should be the annual construction turnover of the Bidder or each member of a JV/Association making up a Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to USD at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 5 Years (Design only)			
Year	Amount Currency	Exchange Rate	MUR/US\$ Equivalent
Average Annual Design Turnover			

The information supplied should be the annual design turnover of the Bidder or each member of a JV/Association making up a Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to MUR/USD at the rate of exchange at the end of the period reported.

FIN-3: Financial Resources

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each Bidder or member of a JV/Association making up a Bidder must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in **Section III, Evaluation and Qualification Criteria Requirements**.

No.	Source of Financing	Amount MUR/ (USD equivalent)
1		
2		
3		
4		

FIN-4: Current Contract Commitments / Works in Progress

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

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

Name of Contract	Employer, contact address/tel/fax	Value of outstanding work (current MUR/USD equivalent)	Estimated completion date	Average monthly invoicing over last six months (MUR/USD/month)

Form EXP-1: General Design Experience

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

General Design Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief description of the Designs Executed by the Bidder/Member of a JV/Association making up the Bidder	Role of Bidder/Member of a JV/Association making up the Bidder

Form EXP-2: General Construction Experience

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder/Member of a JV/Association making up the Bidder	Role of Bidder/Member of a JV/Association making up the Bidder

Form EXP-3: Similar Design Experience

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Fill in one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Designer <input type="checkbox"/> Subcontractor
Total Contract Amount	US\$	
If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Sub-Factor 2.4.3 of Section III		

Form EXP-4: Similar Construction Experience

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Fill in one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	MUR	
If member of a JV or other association, or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Sub-Factor 2.4.4 of Section III		

Form EXP-5: Specific Design Experience in Key Activities

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Fill in one (1) form per contract.

Contract with Specific Key Activities		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	MUR	
If member of a JV or other association, or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Sub-Factor 2.4.5 of Section III		

Form EXP-6: Specific Construction Experience in Key Activities

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Fill in one (1) form per contract.

Contract with Specific Key Activities		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	MUR	
If member of a JV or other association, or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Sub-Factor 2.4.6 of Section III		

Form EXP-7: Environmental and Social (E&S) Management Experience

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

Starting Month Year	Ending Month Year	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder, the Types of E&S Impacts Encountered, and Mitigation Measures Implemented	Role of Bidder (i.e. primary contractor or sub-contractor responsible for E&S issues)

Form EXP-8: Health and Safety (H&S) Management Experience

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

Starting Month Year	Ending Month Year	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder and H&S Measures Implemented	Role of Bidder (i.e. primary contractor or sub-contractor responsible for H&S issues)

C. Technical Offer Forms

Bidders shall prepare the information required and submit same along with his bid.

NOTE: The forms listed below must be signed by the authorized bidder's representative.

- 1. CERTIFICATE OF SITE INSPECTION AND INSPECTION OF EXISTING INFORMATION**
- 2. DOCUMENTS PROVIDED BY THE EMPLOYER**

Form TECH-1: Design Proposal

Bidders shall prepare the information required and submit same along with his bid.

The Bidder shall prepare the following documents that will form the Design Proposal:

- (a) Preliminary Design of all elements of the Works. The Preliminary Design shall comprise drawings and technical specifications. Drawings scales shall range from 1:100 to 1:500, or as otherwise specified in the Employer's Requirements.
- (b) Commentary on the Employer's Requirements, including status of the information available and relevant design issues for the Works, detailing how the critical requirements will be achieved.
- (c) Discussion of how the Bidder proposes to develop the design at key stages, including a commentary on any necessary mapping and/or survey work and the proposed design methodology for key elements of the Works.
- (d) Discussion of how the Bidder proposes to incorporate environmental and social considerations, including the prevention and management of negative impacts, avoidance of resettlement, and inclusion of mitigation measures and health and safety concerns into the design, including proposed methods for coordinating design work with concurrent environmental and social management plans and any resettlement planning and implementation activities being carried out by others.⁷
- (e) Name, qualifications, and particulars of the design company and designers in charge of the design of the Works.
- (f) Proposed names of suppliers and details for all essential equipment items, including but not limited to such items as *[insert list as may be appropriate]*. Specifications shall be accompanied by manufacturers' brochures and details of the main items and equipment, especially those listed above, and indication of availability when needed in the general project timeframe, respectively.
- (g) Comments on any errors or defects noted in the Employer's Requirements, along with details of any exceptions taken to the Employer's Requirements.
- (h) *[Insert anything else, as may be appropriate.]*

⁷ For the avoidance of doubt, resettlement of any persons pursuant to any applicable resettlement action plan shall be the responsibility of the Employer.

Form TECH-2: Method Statement

Bidders shall prepare the information required and submit same along with his bid.

The adequacy of the Bidder's Technical Offer to meet the Employer's Requirements and Time for Completion is important to determine if the Bid is substantially responsive as defined at Section III, Bid Review, Evaluation Criteria and Bidder Qualification Requirements.

The Technical Offer shall, therefore, include a Method Statement for execution of the Works, which shall demonstrate the adequacy of the Bid to meet the Employer's Requirements and for achieving the Employer's objective with regards to performance under the Employer's Requirements and to complete the whole of the Works in accordance with the stated requirements in the Conditions of Contract. In this context, it is necessary for Bidders to demonstrate a complete understanding of the scope, nature and resource needs for execution of the Works and the necessary sequencing of the different elements and associated activities comprising the Works to be executed, all within the Time for Completion stated in the Appendix to Bid or as proposed, as calculated from the Commencement Date (Sub-Clause 8.1).

The Method Statement shall, therefore, include, but shall not necessarily be limited to, the following:

- (a) Description of the Bidder's proposed programming and sequencing of all main activities, identifying those for which timing may be critical within the Time for Completion.
- (b) Description of the measures included in the Bid which will be implemented to achieve the quality of execution required under the Contract.
- (c) Statement demonstrating Bidder's appreciation and recognition of current conditions within the limits of site and any arrangements needed and included in the Bid to minimize disruption during the execution of the Works.
- (d) Description of the risks to safety within the limits of site and surrounding areas created by the execution of the Works and the measures included in the Bid to mitigate risk to all personnel involved with the Works and including the general public.
- (e) Description of the approach which the Bidder intends to adopt and has included in the Bid to acquire and develop a site for the Contractor's and Engineer's facilities, given the nature of the surrounding areas.
- (f) Description of arrangements which the Bidder proposes and has included in the Bid to address the activities undertaken by others (if any) on behalf of the Employer adjacent to and within the limits of site as described in the Contract, including the contractors appointed by the Employer for purpose of **[insert as may be relevant]** and, therefore, the need to program the execution of the Works accordingly within the Time for Completion and within the Accepted Contract Amount.
- (g) Description of arrangements which the Bidder proposes to adopt to address the need for phased relocation of peoples and properties located within the limits of site and phased right of access to, and possession of the Site as described in the Contract and,

therefore, the need to program the execution of the Works accordingly within the Time for Completion. **[Not Applicable]**

- (h) Description of arrangements which the Bidder proposes to adopt and has included in the Bid to ensure compliance with the environmental, social, gender, health and safety requirements called for in the Employer's Requirements.

Planning, Preparation and Programme

In relation to planning, preparation and the project programme:

- For each section of the works the Bidder must provide a brief summary of the construction preparations required as well as design planning that will assist the site preparation and construction of the relevant works;
- The Bidder must provide a construction programme indicating the phasing of the construction program (if any) and indicating critical path items, Milestones and key dates for completion of sections (if any) and for obtaining of consents and authorisations required. The above requirements must be integrated with the project program submitted as part of the Bidder's Project Management response; and
- The Bidder must indicate any land it may require during the construction Period for construction yards, materials yards and site yards as well as preliminary agreements it has established with such land owners.
- Measures to ensure local access to all existing premises in the region.

Construction Methodologies and Resources

The Bidder must indicate for each section of the works:

- Where the raw materials will be procured;
- The transportation requirements to deliver the raw materials from source to the construction site;
- The methodology and sequence of construction for each element of the works for the different portions of the project;
- How buildings, facilities, properties and other assets adjacent to the construction site will be safeguarded from damage or impact from operations and activities on the construction site; and
- How quality control will be managed and maintained during the construction phase.

Relocation & Protection of Existing Utilities

The Bidder must identify each type of Utility Service that will be affected by the construction of the Project and indicate how each of the different types of services will be relocated and/or protected through the submission of layout plans.

Management of Traffic flows and Road Safety during Construction (if required)

The Bidder must indicate how the normal traffic flows and volumes will be accommodated with particular attention to road safety during the construction and such plans shall be incorporated into and form part of the Bidder's Traffic Management and Road Safety Plan. The said plan shall be submitted to the Traffic Management and Road Safety Unit for approval. Bidders should also make provision for the mobilization of traffic branch of Mauritius Police Force (MPF) and requirement for press communicate during construction. Bidders should provide details on the following:

- Baseline traffic statement
 - Details of road closures and programme of closures
 - Layout showing temporary access on site
 - Layout plan showing the proposed traffic diversion schemes and programme of such diversions
 - Impacts of the traffic diversions and closures on the baseline stated in terms of a traffic congestion index or level of service
 - Impact mitigation measures
 - Traffic management measures
- (i) Description of arrangements which the Bidder proposes to adopt and has included in the Bid to ensure compliance with the gender requirements called for in the Employer's Requirements, including Trafficking in Persons ("TIP") prohibitions. It is understood that this type of expertise and experience may be outside of the normal experience of some Bidders, and thus call special attention to the importance of an adequately inter-disciplinary offer and staffing plan.
- (j) Description of arrangements which the Bidder proposes and has included in the Bid to address the geotechnical and hydrological nature of the existing ground and methods for undertaking excavation, filling and any necessary dewatering requirements included in the Bid.
- (k) Description of arrangements which the Bidder proposes to adopt and has included in the Bid for testing and testing upon completion, as may be called for in the Employer's Requirements.

- (1) Description of arrangements which the Bidder proposes to adopt and has included in the Bid for handover, including completion of as-built drawings, and any additional matters.

Form TECH-3: Environmental, Social, Gender, Health & Safety Staffing Methodology

Bidders shall prepare the information required and submit same along with his bid.

Bidders must provide the information below to show that they have in place sufficient environmental, social, gender, health and safety staffing and methodology to be able to perform the Contractor's responsibilities under the Contract in accordance with MCC Environmental Guidelines, the MCC Gender Policy, the Employer's Social and Gender Integration Plan, the Employer's country's environmental laws and regulations, and in a safe and workmanlike manner.

Note: The successful Bidder will be required to carry out the Works in accordance with the site-specific Contractor's Environmental and Social Management Plan ("CESMP") and the site-specific Health and Safety Management Plan ("HSMP"), to be prepared by it following Contract award, and approved by the Project Manager and subsequently by the Engineer. The site-specific CESMP and HSMP shall be prepared based on the contents of Section V, Employer's Requirements and the Employer's Environmental & Social Management Plan. This includes requirements on community engagement and gender integration incorporated into the CESMP, gender analysis, the Employer's Social and Gender Integration Plan, and TIP requirements of MCC and the Employer's country's laws and regulations.

The Bidder shall demonstrate in a narrative section of their Technical Offer that it possesses an appropriate level of environmental, social, health, safety, and gender management expertise and can successfully manage the environment, social, health, safety and gender risks associated with the implementation of the proposed Works, as follows:

- (a) Describe proposed environmental, social, health, safety, and gender staffing, roles and responsibilities, and management structure.
- (b) Describe the proposed approach to systematically managing environmental, social, health, safety, and gender risks and impacts during implementation of this project, including a description of the mitigation measures that will be used and international environmental, social, health, safety, and gender standards that may be applicable. Note appropriate mechanisms for monitoring performance, reporting, grievance redress, and taking corrective actions as appropriate. Provide enough detail to demonstrate an understanding of the critical environmental, social, health, safety, and gender issues related to the project.

PART 1: INDUSTRIAL HYGIENE, OCCUPATIONAL HEALTH AND SAFETY POLICY STATEMENT

The *Bidder* shall prepare and submit with his Tender as Schedule I: Part 1, a statement providing full and detailed particulars of his proposals for dealing with industrial hygiene, occupational health, safety and welfare (hereinafter referred to as “Health and Safety”) for the full duration of the Contract.

Contractors are advised to inform themselves as to the proximity, availability and capacity of emergency medical rescue and surgical facilities and services to the construction Site.

The statement shall address the following matters:

1. Work Plan

A work plan designed to meet the requirements of the Specification.

2. Organisation, Management, Key Personnel

The key persons who will be responsible for the implementation of the policy, such as:

- The Contract Manager,
- Para - Medical Officer, responsible for first aid posts,
- Safety Officers,

Scopes of responsibilities to be assigned to the key personnel.

A diagram of management organisation showing how the responsible personnel will relate to one another and the rest of the site organization. Curricula Vitae (CVs) for the key personnel, in Form Tech-6: Project Management Organization, for approval by the *Employer*, stating qualifications and experience relevant to the responsibilities proposed.

3. Safety Programme

Means of creating and maintaining safe working conditions. Description of operation of the Health and Safety Committee.

4. Industrial Hygiene and Occupational Health Programme

Means of recognizing, preventing and avoiding potentially injurious conditions; early recognition of problems, employing a medical screening system; protection systems; and treatment of employees who develop problems.

5. **Provision of Facilities and Services**

Outline of provisions proposed for the following:

- first-aid posts
- organization, equipment and procedures for the rescue and emergency evacuation
- of personnel from accident sites
- organization, equipment and procedure for the treatment of hazardous spillages.

6. **Training Programme**

Proposals for training employees in:

- safety: attitudes and methods required to prevent unsafe practices and attain and maintain safe working conditions;
- industrial hygiene, hazardous materials and potentially injurious conditions: awareness, recognition, prevention, avoidance, consequences of failure to avoid them.

7. **Induction Programmes**

Proposals for induction programmes for health and safety.

8. ***Contractor's* Experience Record**

Contractors shall provide details of their previous experience of implementing health, safety and welfare policies and practices similar to those required by the Specification. They shall also provide the names and addresses of the project owners / promoters and Engineers who shared that experience.

9. **Audit Function**

Procedures for regularly monitoring, appraising and, as necessary, rectifying shortcomings in the performance of the Health and Safety programme, such audits to be carried out by off-site specialists.

10. **Programme**

To ensure compliance with the above and with the Specification in respect of Health and Safety, the *Contractor* shall show in his Form Tech-4 Program the establishment of personnel and facilities during mobilization, execution of the Works and demobilization, and shall show how and over what time period the *Contractor* will give full effect to the *Employer's* policy and objectives.

Evaluation of Tenders, Award of Contract

The information given in the statement shall be used as an integral part of the Tender adjudication process, and is to be regarded as contractually binding on the *Contractor* once the *Employer* has awarded the Contract. The *Contractor* should note that upon award of the Contract, the *Contractor* will be required to elaborate on the statement given in this Form Tech 3, Part 1 giving information as required by the *Engineer* in sufficient detail to cover all aspects of health and safety for each operation of the Works. He will thereafter be required to carry out his plans in accordance with the policy expressed in this schedule and in such amplification.

The code of practice within the policy shall be in accordance with the requirements of the Contract Specification.

PART 2: ENVIRONMENTAL PROTECTION POLICY STATEMENT

The *Bidder* shall prepare and submit with this Form Tech 3: Part 2, a statement providing full and detailed particulars of the Environmental Protection Policy, which he would propose to operate for the full duration of the Contract to meet the requirements of the Environmental Management Plan.

The statement to be provided shall include as a minimum the following information:

- (a) details of the proposed management structure and responsibilities of the persons responsible for environmental protection and monitoring.
- (b) details of the induction, training and awareness programmes, aimed at the total workforce, proposed to be implemented.
- (c) details of auditing procedures proposed to be implemented to ensure adherence to environmental policies.

The information given in the statement shall be used as an integral part of the Tender adjudication process, and is to be regarded as contractually binding on the *Contractor* once the *Employer* has awarded the Contract.

The *Contractor* should note that upon award of the Contract, the *Contractor* will be required to enlarge on the statement given in this Form Tech 3 Part 2 giving information as required by the Project Manager/ Employer in sufficient detail to cover all aspects of environmental protection for each stage of the Works. He will thereafter be required to carry out his plans in accordance with the policy expressed in this form and in such amplification.

Form TECH-4: Program

Bidders shall prepare the information required and submit same along with his bid.

The adequacy of the Bidder's Technical Offer to meet the Employer's Requirements and Time for Completion is important to determine if the Bid is substantially responsive as defined at **Section III Evaluation Criteria and Bidder Qualification Requirements.**

The Bidders shall, therefore, include as part of the Technical Offer a Program which shall form the basis of the Contractor's detailed time program to be submitted under Sub-Clause 8.3 [Programme] of the Conditions of Contract and which includes a schedule of key activities for execution of the Works, including estimated start and finish dates for individual activities, identifying those activities for which timing may be critical within the Time for Completion. The Bidders shall also provide, in case of the critical and other main activities, calculations of required outputs and anticipated levels of resources in terms of equipment and material production necessary to complete within the Time for Completion.

The Program shall, therefore, include, but shall not necessarily be limited to the following:

- (a) Details of the proposed schedule for preparation of the work program, site-specific Contractor's Environmental and Social Management Plan, site-specific Health and Safety Management Plan, Quality Assurance Plan, and designs, including designs reviews and approval by the Project Manager.
- (b) Details of the proposed schedule to complete mobilization in preparation for carrying out the Works.
- (c) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path.
- (d) Details of the resource requirements (personnel, equipment and materials) to complete the Works within the Time for Completion.
- (e) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (f) Details of the resource requirements (personnel, equipment and materials) to complete the Works within the Time for Completion.
- (g) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.

Form TECH-5: Cash Flow Projection

Bidders shall prepare the information required and submit same along with his bid.

Each Bidder shall set out details of the Cash Flow Projection indicating quarterly projected expenditure throughout the duration of the Contract, both the percent of the Accepted Contract Amount and the cumulative percentage of the Accepted Contract Amount by quarter.

The Cash Flow Projection shall address the following, taking into consideration payment of the advance payment, amortization of the advance payment, minimum payments, and the retention:

- (a) The periodic payments by milestones for the completion of the mobilization.
- (b) The periodic payments based on measurement for the construction of the Works.

Form TECH-6: Project Management Organization

Bidders shall prepare the information required and, in the format, as indicated in the tables hereunder and submit same along with his bid.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key personnel listed in Part II, Employer's Requirements. At a minimum, CVs must be provided for the Key Personnel for the following positions, using the forms provided for that purpose:

No.	Position	Name	Total Work Similar Experience (years)	In Similar Works Experience (years)
1.0	<u>Key Design & Supervision Team</u>			
1.1	Project Manager			
1.2	Architect			
1.3	Civil/Structural Engineer			
1.4	Quantity Surveyor			
1.5	MEP Engineer			
1.6	Sworn Land Surveyor			
<u>2.0</u>	<u>Key Implementation Team</u>			
2.1	Contract Manager			
2.2	Site Manager			
2.3	Civil Engineer			
2.4	MEP Engineer			
2.5	M&E Coordinator			
2.6	Quantity Surveyor			
2.7	General Foreman			

In addition, the Bidder shall provide information on:

- (a) Organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders.
- (b) Plans for subcontracting any parts of the Works and the services to be carried out by specialized Subcontractors.
- (c) Completed Subcontractor Information Sheets for all such identified specialized Subcontractors.
- (d) Quality management system, describing the basis and operation of the proposed quality management system, including testing, management reviews, procedural audits, checking, procedures for monitoring, reporting and dealing with nonconformities, corrective actions, and feedback.

Please note that, during Contract negotiations, the Employer will not consider substitution of any Key Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Key Personnel.

Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Contractor, including but not limited to death or medical incapacity, and or if so requested by the Employer as a result of the Bid review process. In such a case, the Bidder shall offer a substitute Key Personnel within the period of time specified by the Employer who shall have equivalent or better qualifications and experience than the original candidate.

Project Comprehension

The Bidder must develop a project management organization response to illustrate its understanding of the Project Objectives and in so doing indicate how its technical and management proposals in its bid have been structured to support and monitor the achievement of the Project Objectives.

Integrated Project Solution

In responding to the requirements for an integrated project solution the Bidder must address the following:

- The Bidders approach must illustrate the Bidders understanding and experience in managing the construction of housing units within an existing housing state;
- The Bidder must describe its proposed approach to the management and interaction with the other Project stakeholders and with Relevant Authorities in relation to approvals, consents and general operational requirements.

Project Management Structure

The Bidders response in relation to the Project Management Structure must cover the requirements as set out below.

The Bidder must describe the staffing structure that will be implemented in support of the management approach as described. In addition to the description of the staffing structure the Bidder must provide the following:

- The organisational and staffing structure of the bidder providing a high-level job description for each post identified and providing Curriculum Vitae for the key management staff;
- An organisation schematic indicating reporting lines for each post and indicating how the Subcontractors will be managed; and
- An organizational structure to indicate the design development and production of construction drawings

Quality Assurance Structure

The Bidder must develop and describe the quality control and assurance management system that it will implement. It is envisaged that the quality control and assurance management system will cover the traditional quality control functions as well as monitoring the Bidder's compliance to employer's Specifications. The quality control and assurance management system must provide a report on the Bidder's compliance with the employer's requirements and performance in relation to the Performance Standards in accordance with the reporting requirements as set out.

The description of the quality control and assurance management system must cover the following aspects:

- Third party to check the design (refer to Section III)
- Overview of structure of the quality control and assurance management system supported by an organisation schematic;
- The staffing structure and integration of the quality control and assurance management system staffing within the staffing structure of the Bidder;
- Overview of each component of the quality control and assurance management system dealing with, inter alia, design, construction and commissioning;
- The information gathering and testing processes;
- How the quality control and assurance management system will test and report adherence to the Performance Standards and Rectification Standards as set out in the Output Specification;
- Reporting functions and formats;
- Self-auditing and checking functions and external audit functions;
- Any other aspects relevant to the quality control and assurance management system to illustrate its compliance

Form TECH-7: Construction Equipment

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Part II, Work Requirements. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

Form TECH-8: CVs of Key Personnel

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

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

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

Form TECH-9: Training Programme, Equipment and Machinery Training

Bidders shall prepare the information required and submit same along with his bid.

The Bidder shall provide adequate information on the following:

1. Training Programme
2. Equipment and Machinery Training Programme

Number of sheets, appended by the *Contractor*, comprising this Schedule (if nil, enter Nil).

DATE

SIGNATURE

DOCUMENTS PROVIDED BY THE EMPLOYER

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid

The Bidder shall confirm he has obtained the following information.

ITEM	Title	Format

The contractor, after having examined the above documents, confirms that:

- A. He understands and agrees that the above list is not exhaustive for a complete understanding of the site conditions and extent of works to be designed and constructed by the contractor.
- B. He has visited the site and acquired all necessary information to ascertain and obtain all the prevailing and historical site conditions.
- C. He is satisfied that he has adequate historical and prevailing climatic information to make his own conclusions and decisions about the resources, data and information required to design, construct and complete the works within the time for completion with due allowance for site conditions, as well as availability and sourcing of the necessary plant and materials required.
- D. He has inspected the positions and coordinates of the Control Stations used in the vicinity by the Employer for survey works.
- E. He agrees that the Employer carries no risk for any difference in location of utilities on-site at the time of tender or anytime during construction as represented by the said drawings or other information provided.
- F. He agrees that he indemnifies and holds harmless the Employer against any claims or damages for any inaccuracies or correctness of the said drawings as well as other information provided by The Employer and listed above and that the Contractor is the sole party responsible to derive any information, interpretation or conclusion from the said drawings and other information provided

Number of sheets, appended by the *Contractor*, comprising this Schedule (if nil, enter Nil).

DATE SIGNATURE

CERTIFICATE OF SITE INSPECTION AND INSPECTION OF EXISTING INFORMATION

Bidders shall prepare the information required and submit same along with his bid.

The Bidder confirms that:

- A. He has visited the site and acquired all necessary information to ascertain and obtain all the prevailing and historical site conditions.
- B. He is satisfied that he has adequate historical and prevailing climatic information to make his own conclusions and decisions about the resources required to complete the works within the time for completion with due allowance for site conditions and climatic conditions.
- C. He has inspected the positions and coordinates of the Control Stations used in the vicinity by the Employer for survey works.
- D. He agrees that the Employer carries no risk for any difference in location of utilities on-site at the time of tender or anytime during construction as represented by the said drawings or other information provided.
- E. He agrees that he indemnifies and holds harmless the Employer against any claims or damages for any inaccuracies or correctness of the said drawings as well as other information provided by The Employer and listed above and that the Contractor is the sole party responsible to derive any information, interpretation or conclusion from the said drawings and other information provided.
- F. All parts of the work are safe and buildable. The contractor by submitting his bid has ascertained itself of all items and conditions associated with the works and the existing structures, including the existing structures and will not submit to the project Manager/ Engineer and Employer any claim thereof. It is expected that the bidder is deemed to have included in its price all risks associated with the works as well as any items which can be reasonably foreseeable by an experienced contractor. No claim for additional cost due to unforeseen circumstances will be entertained unless due to exceptional cases which will be determined by the Employer.

Number of sheets, appended by the *Contractor*, comprising this Schedule (if nil, enter Nil).

DATE

SIGNATURE

PART 2 –Employer’s Requirements

Section V. Employer’s Requirements

Scope of Work/ Specification/ Performance Requirements

Specification

Project: Design and Build and Turnkey Contracts of 52 Housing Units on Available State Land with Existing Infrastructure Works at Quatre Cocos

Location: The site is located at Quatre Cocos. (See Site and Location Layout, Dwg No: A01)

NOTE:

Prospective bidders/Contractors are required to attend the pre-bid site visit and acquaint themselves and better assess the site conditions under which they will be required to work and hence prepare their proposal/ bid with a much realistic vision. NHDC will not entertain any claims on the grounds of ignorance of the Conditions and environment under which the works will be executed and the extent thereof.

The bidder/ contractor shall take into consideration whilst preparing his bid that the proposed construction works will be carried out in an existing NHDC housing estate.

The bidder/ contractor shall submit a general work methodology according to established specifications of the project for NHDC's and Funding Agency's approval

The bidder/contractor is required to provide all necessary hoardings/ barrier to prevent public from having access to the site of work and ensure that all necessary safety precautions are taken during the implementation stage to avoid any mishaps and to prevent the least disturbance as far as practicable.

The drawings submitted may be used for the design of the housing unit. The bidder/contractor shall survey the site and submit the concept drawings to be approved and finalized by NHDC and Funding Agency prior to implementation of the project. Any modifications shall be done by the bidder/contractor at his cost until final approval is given by NHDC and Funding Agency.

The bidder should visit the site and be acquainted with the site conditions.

The bidder should affix a sign board indicating the name of project, employer's name, funding agency's name, engineer's name, each member of the design & supervision team's name, contractor's name, date and any other associated information. Same should be kept on site until the completion of the project (Mandatory).

The bidder should make his own assessment of the measure on the scope of work prior to submitting his bid.

Clarification if any should be addressed to the Group Chief Executive Officer of NHDC Ltd.

The bidder should also secure the premise during construction stage.

Contractor to ensure safety and health issues on site at all times. Disturbance should not be caused to the surrounding neighbourhood.

The building needs to be provided with all necessary openings and other facilities / amenities and accessories i.e. electrical works, wiring, trunking and cabling including connection to CEB network. Provision should also be made for plumbing works/sanitary installations as required including sewer connection and internal CWA reticulation.

All mechanical and electrical works should be certified by a Registered Professional M&E Engineer.

Prior to handing over to NHDC, the site should be cleaned and all debris should be carted away.

After award of Contract, the construction drawings including Architectural, Civil/Structural, Mechanical and Electrical and other drawings will have to be certified by the concerned professional within the Design and Supervision Team. It is to be noted that the concept has to be approved and finalized by NHDC and Funding Agency prior to implementation of the project.

Any modification to the design by NHDC and Funding Agency should be at no additional costs.

The design and implementation should be done taking into consideration Building Control Act 2012, Occupational Health & Safety Act 2005 and other relevant acts and regulations

The bidder should liaise and/or apply to service authorities such as CWA, CEB, WMA, Mauritius Telecom, Government Fire services and other relevant authorities to ensure that the proposed design comply with all statutory regulations prevailing in this Country and obtain their clearances as may be required prior to handing over of the housing units to NHDC.

As-made drawings should be submitted on completion of the project and same should be signed by the concerned professionals within the design and supervision team.

Checklist of Deliverables required from Bidder

The Bidder should ensure that the table below is completed and attached to the bid document at time of submission.

Sn	Deliverable	Checklist
<i>Proposed Architectural Design Concept</i>		
1	Preliminary Masterplan clearly indicating the housing units and commemorative plaque being provided, areas being earmarked for septic tank, absorption pit , catchpit, green areas within plots and driveway including inclusive design for disabled people;	
2	Floor Layouts	
3	Roof plan	
4	Sections (Note: At least Two Sections)	
5	Elevations of the Housing Units (Note: All Four (4) Sides)	
6	Schedule of Areas	
7	Schedule of Finishes	
8	Schedule of Openings	
9	Schedule of Sanitary Appliances, Accessories and Fittings	
10	3D Drawings/ Video Presentation (Walk Through)	
11	Any other documents that the Bidders want to submit to support their proposed design concept.	
<i>Proposed Civil/Structural Design Concept</i>		
12	Foundation Layout and Sections	
13	Typical Floor Layout and Sections	
14	Roof Layout and Sections	
15	Staircase Layout and Sections	
<i>Proposed MEP (i.e. Mechanical, Electrical and Plumbing) Design Concept</i>		
16	Electrical Layout	
17	Plumbing Layout	

18	Drainage Layout including details of proposed septic tanks and absorption pits	
19	Technical data sheets of proposed electrical, plumbing, drainage accessories and fittings and sanitary appliances, accessories and fittings	
<i>A report comprising of 1-7 below</i>		
1	Approach, Methodology and workplan to be adopted for the carrying out of the project.	
2	Preliminary Design Report from the Structural Engineer	
3	Construction methodologies to be adopted.	
4	Proposed Sources of Materials	
5	Detailed Programme – to demonstrate how the bidder intends to achieve targeted completion date for the project.	
6	Environmental, Social, Gender, Health & Safety Staffing Methodology	
7	Quality Control and Quality Assurance Report	

Format of Employers' Requirements

The Employer's requirements for this particular project have been broken down into six parts as follows:

- Part 1- Elaborates on the general requirements for the Project, details of the site being allocated, architectural aspects, architectural aspects, views of authorities, typical design and geotechnical investigation to be adhered by the Bidder.
- Part 2 – Elaborates on performance specifications for architectural, structural, infrastructural & MEP design requirements
- Part 3- Elaborates on specific requirements from the bidder in terms of performance specifications for architectural, structural, infrastructural, & MEP design requirements. This part also elaborates on Contractor's documents to be submitted and important milestones to be achieved.
- Part 4 – Elaborates on general requirements that the Contractor has to consider/abide to during construction works

**Part 1 - General Requirements for the Project, Details of
the Site, Architectural Aspects to be adhered to by the
Bidder.**

1.1 Responsibility of the Bidder

It is the responsibility of the bidder to scrutinize the Employer's requirements to ensure that their submissions are inclusive of each and every aspect of the works to be carried out. If ever the bidder finds any discrepancies in the Employer's requirements, it is the Bidder's responsibility to seek necessary clarification from the Employer all as per ITB Clause 8.1.

1.2 General Requirements

The NHDC is hereby inviting proposals for Design and Build and Turnkey Contracts of 52 Housing Units on Available State Land with Existing Infrastructure Works at Quatre Cocos.

The bidder is required to submit proposals satisfying the performance criteria listed in this document.

This project is to be implemented on a fast-track basis and should be completed within the following periods:

Design Stage: **Sixty (60) Calendar Days from the commencement Date (Maximum)**
Construction Stage: **Two Hundred and Forty (240) Calendar Days (Maximum)**
From completion of design

Each bidder shall seek the services of the following professionals who shall be referred in this document as the Design & Supervision Team

- (i). Project Manager;
- (ii). Registered Professional Architect;
- (iii). Registered Professional Civil/Structural Engineer;
- (iv). Registered Professional Mechanical Engineer;
- (v). Registered Professional Electrical Engineer;
- (vi). Registered Professional Quantity Surveyor; and
- (vii). Sworn Land Surveyor.

Quality of works shall be of essence in this project and the selected Bidder shall dedicate adequately qualified and experienced professionals and personnel for this project.

For Information and guidance of the prospective bidders, Typical Design of a Detached G+1 Housing Unit and Duplex comprising of the following drawings are enclosed under heading **Typical Design**.

SN	Drawing Title
1	Site layout and location plan - Single Unit
2	Typical plot arrangement - Single Unit
3	Ground floor plan - Single Unit
4	First floor plan - Single Unit
5	Roof plan - Single Unit
6	Section A-A & B-B - Single Unit
7	Section C-C - Single Unit
8	Front & R.H.S elevations - Single Unit
9	Rear & L.H.S elevations - Single Unit
10	Schedule of openings - Single Unit
11	Schedule of finishes - Single Unit
12	Ground floor electrical layout - Single Unit
13	First floor electrical layout - Single Unit
14	Ground floor plumbing layout - Single Unit
15	Details of fixation of aluminium windows, doors & rainwater pipe - Single Unit
16	Details of concrete catchpit - Single Unit
17	Details of concrete gargoyle & fixation of rainwater pipe - Single Unit
18	Typical detail of absorption pit & soakaway - Single Unit
19	Typical detail of fixation of polyethylene septic tank with blockwall enclosure (ST 3000L) - Single Unit
20	Typical detail of fixation of polyethylene grease & gully trap, manhole in blockwall - Concrete enclosure - Single Unit
21	Typical detail of boundary wall for each unit - Single Unit
22	Typical plot arrangement - Duplex Unit
23	Ground floor plan - Duplex Unit
24	First floor plan - Duplex Unit
25	Roof plan - Duplex Unit
26	Section A-A - Duplex Unit
27	Section B-B & C-C - Duplex Unit
28	Front & R.H.S elevations - Duplex Unit
29	Rear & L.H.S elevations - Duplex Unit
30	Schedule of openings - Duplex Unit
31	Schedule of finishes - Duplex Unit
32	Ground floor electrical layout - Duplex Unit
33	First floor electrical layout - Duplex Unit
34	Ground floor plumbing layout - Duplex Unit

35	Details of fixation of aluminium windows, doors & rainwater pipe - Duplex Unit
36	Details of concrete catchpit - Duplex Unit
37	Details of concrete gargoyle & fixation of rainwater pipe - Duplex Unit
38	Typical detail of absorption pit & soakaway - Duplex Unit
39	Typical detail of fixation of polyethylene septic tank with blockwall enclosure (ST 3000L) - Duplex Unit
40	Typical detail of fixation of polyethylene grease & gully trap, manhole in blockwall - Concrete enclosure - Duplex Unit
41	Typical detail of boundary wall for each unit - Duplex Unit

The Prospective Bidders may use/ customize the typical design and incorporate further inclusive design for disabled people or provide alternative cost-effective proposals with inclusive designs. However, the concerned registered professional within the Design & Supervision Team shall bear the design responsibility for the said design including respective design (if any) along with the Design and Build and Turnkey Contractor.

1.3 Scope of Works

The scope of works of the proposed housing project shall comprise of the following but not limited to the:

- (a) Understanding Employer's requirements;
- (b) Reviewing of geotechnical investigation
- (c) Reviewing views from authorities already obtained by employer;
- (d) Carrying out topographical survey of the available state land earmarked for the construction of the 52 Housing Units;
- (e) Site clearance comprising clearing, removal and grubbing of all shrubs, plants, trees of any girth, debris and dumping.
- (f) Seek additional views from Authorities (if required);
- (g) Reinstatement and cleaning of existing drains
- (h) Construction of new drains including extension
- (i) Construction of absorption pit
- (j) Replacement of damaged street lanterns
- (k) Repairs to damaged footpath and cleaning of footpath
- (l) Construction of new footpath including extension
- (m) Road washing where applicable
- (n) Supply and fixing of road signs
- (o) Supply and fixing of additional street lightings
- (p) Supply and Installation of a Rainwater Harvesting System to the housing units.
- (q) Upon reviewing of all works undertaken so far by Employer, carry out any supplementary works deemed necessary to enable the Bidder to perform what is required from him to submit a proper proposal;

- (r) Submission of proposals of concept and preliminary designs to Employer and Funding Agency for approval;
- (s) Planning, design and detailing of the project;
- (t) Preparation of detailed design for the 52 Housing Units in compliance with the requirements of all concerned Authorities;
- (u) Obtaining relevant clearances from all authorities for its proposal inclusive of Building and Land Use Permit (BLUP) for the said site;
- (v) Submission of Construction drawings to Employer and Funding Agency for review, comments and approval prior to implementation;
- (w) Following receipt of review and comments from Employer and Funding Agency, carry out all construction works as per approved construction drawings, Employer's requirements, general design obligations, while ensuring that quality of works including proper workmanship are maintained throughout the whole duration of the works;
- (x) Testing, Commissioning and handing over of the project including all services;
- (y) Submission of as-made drawings (hard and soft copy), shop drawings (hard and soft copy), operations and maintenance manuals to Employer at completion stage;
- (z) Maintenance/ remedial works during the defect's notification period;
- (aa) Submission of design warranties and guarantees; and
- (bb) Other works as morefully described in this bidding document.

The intended completion period is Three hundred (300) Calendar Days (Maximum) from the commencement date as detailed hereunder:

- (i). Design Stage: **Sixty (60) Calendar Days from the commencement Date (Maximum)**
- (ii). Construction Stage: **Two Hundred and Forty (240) Calendar Days (Maximum) from completion of design**

1.4 Information/ documents provided by the Employer

(i). Geotechnical Investigations:

The Employer has already carried out geotechnical investigation works. However, the information is provided as a guidance only and shall be subject to further investigation by the bidder.

Please refer to Geotechnical Investigation Report carried out by Sotravic Ltée in July 2010.

(ii). Views of Authorities:

The hereunder list summarises all information with regards to authority views available as at date. Copies of all these information will be made available to all bidders for scrutiny and determining the sufficiency of data provided or whether further tests/ authority views will be required by the bidder for firming up its design proposal. The Bidder should seek additional views prior to firming up his offer.

List of views of authorities:-

- (a) Central Electricity Board, correspondence ref. TD/PP/NHDC/300623 dated 30 June 2023.
- (b) Central Water Authority, correspondence dated 14 July 2023.
- (c) Wastewater Management Authority, correspondences ref. WMA/NHDC/1 V24 dated 24 July 2023 and WMA/NHDC/140 dated 08 May 2014.
- (d) Road Development Authority, correspondence ref. RDA/SL/NHDC V15 dated 15 June 2023.
- (e) Traffic Management and Road Safety Unit, correspondence ref. TMRSU/III/257/5 Vol 2 dated 15 June 2023.
- (f) Land Drainage Authority, correspondence ref: LDA/CORR/NHDC dated 18 August 2023.

Note: For Land Drainage

The contractor and his design & supervision team shall

- (i). Take into account the water catchment area around the site and within the site while designing the on-site new infrastructural works (if any) or upgrading of existing infrastructural works (if required) or any offsite infrastructural works (if any).**
- (ii). Shall liaise with the Land Drainage Authority and any other authority to seek their views and clearance prior to implementing the infrastructural works (if any) and housing units on the said site.**
- (iii). Assess the impact that the construction of the new housing units will have on existing housing units and infrastructure works.**

(iii). Typical Design:

This consists of the following drawings for a Detached G+1 Housing Unit and Duplex for guidance and information of the prospective bidders.

SN	Drawing Title
1	Site layout and location plan - Single Unit
2	Typical plot arrangement - Single Unit
3	Ground floor plan - Single Unit
4	First floor plan - Single Unit
5	Roof plan - Single Unit
6	Section A-A & B-B - Single Unit
7	Section C-C - Single Unit
8	Front & R.H.S elevations - Single Unit
9	Rear & L.H.S elevations - Single Unit
10	Schedule of openings - Single Unit
11	Schedule of finishes - Single Unit
12	Ground floor electrical layout - Single Unit
13	First floor electrical layout - Single Unit
14	Ground floor plumbing layout - Single Unit
15	Details of fixation of aluminium windows, doors & rainwater pipe - Single Unit
16	Details of concrete catchpit - Single Unit
17	Details of concrete gargyle & fixation of rainwater pipe - Single Unit
18	Typical detail of absorption pit & soakaway - Single Unit
19	Typical detail of fixation of polyethylene septic tank with blockwall enclosure (ST 3000L) - Single Unit
20	Typical detail of fixation of polyethylene grease & gully trap, manhole in blockwall - Concrete enclosure - Single Unit
21	Typical detail of boundary wall for each unit - Single Unit
22	Typical plot arrangement - Duplex Unit
23	Ground floor plan - Duplex Unit
24	First floor plan - Duplex Unit
25	Roof plan - Duplex Unit
26	Section A-A - Duplex Unit
27	Section B-B & C-C - Duplex Unit
28	Front & R.H.S elevations - Duplex Unit
29	Rear & L.H.S elevations - Duplex Unit
30	Schedule of openings - Duplex Unit
31	Schedule of finishes - Duplex Unit
32	Ground floor electrical layout - Duplex Unit
33	First floor electrical layout - Duplex Unit

34	Ground floor plumbing layout - Duplex Unit
35	Details of fixation of aluminium windows, doors & rainwater pipe - Duplex Unit
36	Details of concrete catchpit - Duplex Unit
37	Details of concrete gargyle & fixation of rainwater pipe - Duplex Unit
38	Typical detail of absorption pit & soakaway - Duplex Unit
39	Typical detail of fixation of polyethylene septic tank with blockwall enclosure (ST 3000L) - Duplex Unit
40	Typical detail of fixation of polyethylene grease & gully trap, manhole in blockwall - Concrete enclosure - Duplex Unit
41	Typical detail of boundary wall for each unit - Duplex Unit

The bidders will be required to obtain any additional information deemed necessary at their own cost.

1.5 Architectural Requirements

The proposed overall architectural concept should be aesthetically appealing and blend with the surrounding features, existing infrastructures and the neighboring environment.

The proposed concept should take into account as far as possible the principles of socially inclusive, healthy and sustainable communities, design principle to sustain ‘ageing in place’, livable housing design and environmentally and sustainable development.

Proposals shall also take into consideration the aspect of normal maintenance as well as cost of maintenance.

1. Low maintenance or maintenance free materials to be proposed.
2. Ease and means to maintain internal and external fittings and fixtures to be considered.

To promote sustainable development on each site, the contractor is requested to cater, in his design, for future ecological measures such as solar energy panels and appropriate waste disposal.

The bidder has to ensure compliance of its design with the Planning Policy Guidelines of Mauritius and shall obtain approval of all required authorities, prior to finalization of its design proposals.

1.5.1 Design Concept

The building configuration to be proposed by any bidder shall be:

1. Detached Ground plus 1 Housing Unit; and
2. Duplex Housing Units

The concept design being proposed shall be based on the following:

These housing units will be of a minimum internal floor area of 60m² and comprise 1 bedroom, living/ dining room, kitchen, toilet and bathroom at ground floor and one bedroom at first floor level.

The beneficiary will have the possibility to extend the housing unit at first floor level. A tentative extension arrangement has also been provided.

Note: Toilet and Bathrooms should be separate.

1.5.2 General Items for Architectural Components

The basic architectural requirements for the project shall be as follows:

1.5.2.1 Materials

All materials shall comply with appropriate British and Mauritian Standards.

- **Anti-Termite Treatment**
 - Anti-Termite treatment to be provided during substructure stage not limited to all foundations and service trenches and pits and floors all as per specialist recommendations.
 - A minimum of 10 years' guarantee (from the date of Taking Over Certificate) should be submitted for the anti-termite treatment.
- **Walls**
 - Internal Walls to be rendered with fine sponge finish and painted with one (1) coat of white primer and three coats of white emulsion paint
 - External Walls to be rendered with fine sponge finish and painted with one (1) coat of white primer and three coats of antifungus paint. Two different colours should be used.

- Type of paint to be used & colour of external wall to be proposed by Contractor and approved by NHDC Ltd.
- All walls should be sound insulated and water tight.
- Please refer to **schedule of finishes, Dwg Nr: A11 and A25**
- **Roof**
 - Concrete kicker to be provided at first floor slab prior to laying of blockwalls.
 - Flat roof should have adequate slope for rain water discharge and cold waterproofing to be applied on the slab and on the blockwall and slab interface.
 - A 10 year guarantee (from the date of Taking Over Certificate) should be submitted to the Employer for the waterproofing works.
- **Openings**
 - All rooms shall be provided with adequate openings for natural lighting and ventilation.
 - Windows and Doors to be standardized. As far as possible, windows and doors should have a consistency of materials, height and alignment on facades.
 - Materials for openings should be powder coated Aluminium (80 microns minimum thickness) and to be hermetically sealed, watertight and weathertight
 - All glass panes to openings in toilets and bathrooms shall be frosted.
 - All openings must have a minimum weather protection. Water must be prevented from entering the housing units. The design should minimise on covered walkways during heavy rain by providing features such as appropriate overhangs.
 - All internal openings shall be fully panelled aluminium doors.
 - The Contractor to submit 10 years guarantee (as from date of Taking Over Certificate) on the powder coating to the Employer
 - Please refer to **schedule of openings, Dwg Nr: A10 and A24**
- **Tiles**

Housing units

 - Anti-Skid Floor Tiles (300 x 300 x 8mm) of appropriate ISO standards are to be laid in toilet and bathrooms (wet areas).
 - Wall Tiles (600 x 300 x 6mm) of appropriate ISO standards are to be laid in toilet and bathrooms (wet areas).
 - Floor of other areas including staircase and common areas shall be powerfloat finish.
 - Please refer to **schedule of finishes, Dwg Nr: A11 and A25**

- **Sanitary Appliances, Accessories and Fittings**

- Toilets and bathrooms should include the following as a minimum requirement:
 - Vitreous China European Type Toilet with dual flush system
 - Toilet sprayer
 - Floor Drains complete with odour trap and UPVC grating cover
 - Tissue holder
 - Beveled Mirror (minimum 450 x 600mm)
 - Wash hand basin (500-600 mm wide), including chain waste and plug and other ancillary fittings
 - Chrome plated anti splash tap fixed to wash hand basin
 - Towel holder
 - Soap holder in bathroom
 - Shower sprayer with provision for hot water distribution
 - Washing machine tap
 - Discharge pipe for washing machine
 - Privacy locks to be provided for toilet and bathroom doors
 - Adequate slope to be provided for evacuation of water in wet areas (as per norms and best practices)

- **Internal Finishes**

- (i). **Kitchen Worktop**

- Tiles (600 x 600 x 10mm thick) with bevelled edge plastic trims of appropriate ISO standards to be provided on kitchen worktop and Tiles (600 x 300 x 10mm thick) splash back (2 Rows).
- Provision of 900 mm kitchen sink (Stainless single bowl of grade 314), waste plug, chain, chrome plated anti splash kitchen tap and associated fittings, grease trap, rodding eye & associated plumbing works have to be made.

- **Wall Finishes**

- The choice of exterior finishes shall consider minimizing capital, maintenance and replacement costs without compromising the performance of the building.
- Internal and external block walls surface to receive cement render finish with washable emulsion paint for internal walls and weather resistant, water repellent anti-fungus paint for external walls.

- **Boundary Wall**

- Adjoining boundary walls between housing units shall be to a minimum height of 1.5m above ground level.
- Blockwall joints to be neatly taken. Rendering to be applied on both sides of wall.

1.5.2.2 Additional Requirements

- **Floor levels of the building**

- Finish floor level shall be a minimum of 500mm above ground level or as prescribed by any authority in its views. The ground level shall be a minimum of 150mm above road level or as prescribed by any authority in its views, where applicable.

- **Access for disabled people**

- All Housing units shall cater for easy access by wheelchair users and disabled people.
- Bathrooms and toilets shall be step free to enable access by wheelchair users.
- Housing units to be designed in such a way that the bathroom and toilet area are convenient for disabled people.

- **Specific requirements for disabled people**

- All the housing units to be constructed shall be dedicated for people with disabilities as per international norms and best practices. These houses are to be equipped with all necessary features for handicapped people as per international norms.
- Staircase shall be designed according to norms and best practices (to allow transportation of commodities and movement of elderly people).
- Ramps should be provided with both side handrail where applicable.

1.5.3 Documents to be submitted by Bidder with regards to architectural

The bidder shall provide the following documents at tender stage to support its proposed design concept to the Employer:

A. Proposed Architectural Design Concept

1. Preliminary Masterplan clearly indicating the housing units and commemorative plaque being provided, areas being earmarked for septic tank, absorption pit , catchpit, green areas within plots and driveway and inclusive design for disabled people;
2. Architectural Proposals in accordance with the Employer's requirements. These include Masterplans, Floor Layouts, Roof Plan, Sections (At least Two (2) Sections), Elevations of the buildings (i.e. All four (4) Sides), Schedule of Areas, Finishes, Openings and Sanitary Appliances, Accessories and Fittings for housing units.
3. Any other details including 3D drawings/video presentation (walk through) to morefully explain the design concept.
4. Any other documents that the Bidders want to submit to support their proposed design concept.

B. Proposed Civil/ Structural Design Concept

1. Civil/Structural Proposals in accordance with the Employer's requirements. These include Foundation Layout and Sections, Typical Floor Layout and Sections, Roof Layout and Sections, Staircase Layout and Sections, Preliminary Design Report from the Structural Engineer, Proposed Sources of Materials and Proposed Construction Methodology for housing units and commemorative plaque.
2. Any other documents that the Bidders want to submit to support their proposed design concept.

C. Proposed MEP (i.e. Mechanical, Electrical and Plumbing) Design Concept

1. MEP Proposals in accordance with the Employer's requirements. These include Electrical, Plumbing and Drainage layouts, details of proposed septic tanks and absorption pits and technical data sheets of proposed electrical, plumbing, drainage accessories and fittings and sanitary appliances, accessories and fittings.
2. Any other documents that the Bidders want to submit to support their proposed design concept.

**PART 2 - PERFORMANCE SPECIFICATIONS FOR
ARCHITECTURAL, STRUCTURAL,
INFRASTRUCTURAL, & MEP DESIGN
REQUIREMENTS.**

2.1 Architectural Performance Specifications

2.1.1 Materials for the Works

All materials supplied by the Contractor shall comply with the appropriate Standards Specification unless otherwise required.

The Contractor shall, before placing any order for materials, manufactured articles or machinery for incorporation in the works, submit for approval of the Employer the source, the specifications, technical sheets and catalogues.

No materials, manufactured articles or machinery shall be ordered or obtained which has not been previously approved. All material shall be delivered to the site in sufficient period of time before they are required for use in the works to enable the Employer to take such samples as he may wish for testing and approval. Any materials condemned as unsuitable for the works shall be removed from site at the Contractor's expense.

The Contractor may propose alternative materials to those specified, provided that they are of equivalent quality and subject to the Employer's approval.

2.1.1.1.2 Aluminium Openings

- **General**
 - Aluminium openings shall be installed in accordance with an approved set of shop drawings. All shop drawings to be signed by a registered professional engineer and a copy to be submitted to the Employer.
 - All the aluminium works should be completed with all necessary frame, mullions, transoms, glazing beads, glazing, aluminium panels, overflow drips and fittings, handles, locks, guides and rail (where applicable), hinges, stopper, overhead closer and sealant as recommended by specialist manufacturer or supplier so that the works shall be functional and fit for purpose.
 - Aluminium openings shall be free from scratches and surface blemishes.
- **Design Standards**
 - The following standards/code of practice shall be used for the structural design:
 - CP3-Chapter V: Part 2: September 1972- Code of Basic Data for the design of Buildings: Wind Loads
 - BS 6399- Part 1: Loading for buildings: Code of practice for dead and imposed loads
 - BS 8110-1: 1997-Structural use of Concrete
 - BS 8004-1: 2015 Code of Practice for Foundations
 - BS EN 1990 Eurocodes

- Probability of extreme gust during Cyclones in Mauritius (May 1994)
- Design of Concrete Structures for Retaining Aqueous Liquids
- Manual for the design of Reinforced Concrete Buildings- Istructe
- BS 5628- Code of practice for the use of masonry
- BS 8118- Structural Aluminium- Code of practice

However, in case the bidder proposes to use alternative standards, the Bidder shall demonstrate that the alternative standard is equivalent to the corresponding British standards.

- **Submission**

- 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.

- **Delivery and Storage**

- Adequately protect aluminium and aluminium finishes to prevent damages thereto during fabrication, storage, shipping, handling and installation. Deliver, handle and store units by methods approved by manufacturer. Protect from damage and staining. Protect sills 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

- **Warranty**

- The contractor shall submit a warranty of ten years in writing from the manufacturer. In addition to the above, insulating glass units shall carry manufacturer's standard warranty of minimum five years for defective materials and ten years. The warranty shall include resistance to cyclonic winds of not less than 300 km/hr and watertightness 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 300 km/hr. This certificate shall in no way waive or diminish the contractor's liability towards the employer.

- **Materials**

- Aluminium extrusions: Shall be of minimum thickness of 80 microns (to be certified by manufacturer).
- Finish clean anodized sections natural finish.
- Bolts, screws and fasteners: Hot dipped galvanized or cadmium plated Steel or 302 stainless steel
- Opening to assembly to BS 6093 and Glazing to BS 6262
- Glass thickness: minimum 6 mm or as per Drawings and contractor's design calculations.
- Glass type: as specified on drawings.
- Glazing Tape: Vulcanised butyl tape with continuous neoprene spacer.
- All glass broken, cracked or scratched during the progress of works to be reinstated at the sole expense of the Contractor and all glazing to be left clean and perfect at the completion of the Contract.
- Openings to be water & air tight BS 16375 Part 1 class A
- Handle and lock to be BS 6093 Part 1
- Gasket (E.P.D.M) to BS 4225 Part 1
- Corned cleat or any other reinforcement to be used must be of same aluminium material
- Metal works – All structural metal members to be hot dipped galvanized 85 microns, primed, painted and coated with appropriate fire resistance treatment.
- Colour: White
- Setting Block: Neoprene 10 mm long, 80A durometer. Steel: Brake formed, galvanized sheet steel.

- **Execution**

- (i). **Design**

- Allow full expansion and contraction of window framing members without causing stress within the window assembly as result of such expansion and contraction
 - Tolerate structural deflection and distortion structure, under design criteria conditions, without imposing load on window assembly.

- (ii). **Fabrication**

- Make profiles of framing members as shown on drawings.
 - Entire assembly shall be weathertight throughout.
 - Fabricate complete units in shop to provided minimum tolerance and hairline joints throughout
 - Assemble members by stainless steel screws. All connections shall be internally sealed in factory with approved sealing compound. Exposed frame sealants are not acceptable.
 - 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 data as requested by Architect
 - Conceal interconnecting members and fasteners in completed assembly.
 - Do not place manufacturer's name plates, labels or any other finished means of identification on exposed of finished parts.
 - Provide weep holes on tubular members to drain and condensation.
 - Glass stops shall provide edge margins recommended by glass manufacturer.
 - Paint all metal surface in contact with concrete or masonry, plastic, mortar or dissimilar metals with protective lacquer or bituminous coating.
 - Mitre and full strength vulcanize joints in weatherstripping.

- **Installation**

- Provide all fastenings or anchors required to be built under work of other Sections.
 - Use only concealed fastenings.

- Securely install components so that they line up square in true, straight flat and/or flush planes, plumb and level free from distortion.
- Make joints neat and fine as practicable. Allow for full expansion and contraction and take into consideration climatic conditions prevailing at time of installation.
- Fasten galvanized steel supports and clips with galvanized bolts and fasten aluminium members with stainless steel screws and bolts.
- Ensure that corner joints of frames are weathertight.
- Clean aluminium and glass surfaces that are to receive glazing materials with an oil removing solvent and wipe dry.
- Glaze windows with factory glazed wrap around vinyl glazing channels Place setting blocks at quarter points for each type of glass.
- Comply with tape manufacturer's recommendations regarding use of spacers for certain glass sizes.
- 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.
- Finish tape and glazing wedge with straight unwavering sight lines
- Conform to sealant manufacturer's written recommendation for cleaning, priming, backing and joint design to suit type and location of joint and temperature conditions at time of application.
- Mask adjacent surface likely to become marred with sealant or primer, using non-thermosetting easily removed masking.
- Apply sealant using pressure operated gun fitted with suitable nozzle approved by the sealant manufacturers.
- Apply in accordance with manufacturer's directions and recommendations.
- 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.
- Remove masking tape, soils and sealant which may have been deposited on surfaces near joints.
- Seal all windows frames to adjacent materials both sides.

- **Water test**

- Water test should be carried out on all the openings in the presence of the Employer's representative.

- **Cleaning**

- 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

2.1.1.1.3 Units of Measurement

- The units of measurement to be used throughout this Contract are in general metric units of metres (m), kilogrammes (kg), Newton (N) and litres (l).

2.2 Structural Performance Specifications

2.2.1 Foundation

- The foundations shall be designed in accordance to BS 8004.

2.2.2 Structural Design

- The structural design including openings shall be based on the following but not limited to:
 - To resist 3 second gusts for wind load of 300km/hr
 - Minimum design life of 50 years
 - Minimum Fire Resistance- 2 hours
 - Characteristic strength of concrete, f_{cu} , 30 N/mm²
 - Aluminium Openings to be made up of extruded aluminium alloy 6063-T5
 - Glass for Window openings to be minimum and as stated in schedule of openings.
 - Glass for Window openings (Toilet and Bathroom only) to be minimum 6 mm frosted glass
 - Glass for Door openings to be minimum 6mm clear glass.
- The design shall be carried out by a Registered Professional Civil/ Structural Engineer. A complete structural design report shall be submitted along with the bid. The Design report shall comprise of the following major highlights:
 1. Detailed calculations from Registered Professional Civil/ Structural Engineer for determination of loadings (dead, live and wind) on all structural elements of building;

2. Structural Analysis of building with respect to the loadings calculated to determine the shear force and bending moments acting on the structural elements of the building.
Calculations shall include 3D model analysis on appropriate structural analysis software.
3. Calculations for Structural Design of all elements of the Building to cater for the shear forces and bending moments.
4. Checks to ensure that all serviceability limit states (cracking and deflection) are not exceeded.
5. Notwithstanding the above, the Structural design report should highlight methods and measures to be taken in the design to cater for effects of early thermal cracking and long-term drying shrinkage of concrete, provision of restraints and expansion/movement joints etc as deemed necessary for control of cracks in bidder's proposal.
6. The Registered Professional Civil/ Structural Engineer shall be responsible for the full-time supervision of the structural works to ensure compliance with its design.
7. The Registered Professional Civil/ Structural Engineer has to provide a written and signed undertaking that the building has been designed as per norms and best practices.

2.2.3 Concrete Quality and Control

- The Contractor shall prepare a Concrete Production Method Statement detailing materials to be used, materials storage system, batching, mixing/ transport of concrete and frequency of testing for approval of the Engineer/ Employer.

2.2.4 Steel Reinforcement

- Steel reinforcement shall comply with the requirement of BS 4449, BS 4461 & MS 10 with type 2 bond classification. The steel shall be free from loose mill scale, oil, grease, dirt and paint. Any loose rust shall be removed before fixing.

2.2.4.1 Testing and bending of reinforcement

- The Contractor shall supply the Registered Professional Civil/ Structural Engineer with relevant test certificates of all reinforcement materials being used. The Registered Professional Civil/ Structural Engineer may randomly select samples of reinforcement to be sent for testing. One sample for every batch of reinforcement ordered shall be tested. For each sample, three test pieces of each bar diameter shall be sent for testing.

- The Bending and cutting shall be in accordance with BS 4466.
- The Contractor should submit the bar bending schedule complying with BS 4466.

2.2.4.2 Fixing & Supporting of Reinforcement Bars

- Steel reinforcement shall be accurately placed and fixed in positions shown on the construction drawings and retained rigidly in that position during the placing of concrete.
- Support, chairs, spacers, should be produced as per the requirements of BS 7973-1: 2001 and fixed as per BS 7973-2: 2001.
- The Contractor should use No. 18 S.W.G annealed binding wire or suitable clips at intersections or lapping of reinforcement bars. The bars can also be secured by tack welding method with the prior approval of the Registered Professional Civil/ Structural Engineer.
- Unless otherwise permitted by the Registered Professional Civil/ Structural Engineer, reinforcement shall not be bent after being embedded in hardened concrete.

2.2.5 Compliance Certificates

- The Contractor shall provide compliance certificates for all materials that he proposes to use for the construction works, for the approval of the Registered Professional Civil/ Structural Engineer.

2.2.6 Permeability of Roof and Water Infiltration

- The designer should ensure that issues with regards to permeability and water infiltration are fully considered in the design. The following as minimum should be fully considered during the design of the building:
 - Steps at External Balconies to be at least 50 mm deep.
 - Upstands at risers shall be cast monolithically with slab.
 - No encasement of pipes/services to be allowed.
 - Waterproofing of the roof structure and balconies.
 - Reduce restraints on structure.
 - Verification for early thermal cracking and long-term drying shrinkage.
 - Provision for maintenance of façade.

- All areas being waterproofed are to be tested in line with BS 8007 to ensure watertightness prior to application of waterproofing.

2.2.6.1 Flood Testing for concrete roof structures

- The Contractor should perform Flood-testing on concrete roof structures. The flood test should be performed at least four months after the concrete roof has been casted. General procedures for carrying out the test are as follows:
 - The roof should be cleaned with pressure washer, and let it dry for at least 7 days.
 - The roof should be flooded for 48 hours with water having depth of at least 40 mm.
 - Any points of leakage should be identified and marked.
- The same procedures should be carried out after one month.
- The roof flood testing shall be carried out before application of any waterproofing membrane, if specified in the drawings.

2.3 Calculations and Drawings Submission

The Contractor will be required to submit the following not later than 30 days after letter of acceptance, detailed design comprising of drawings and calculation reports to NHDC Ltd for acceptance.

- Detailed Interpretative Report from his Civil/ Structural Engineer including additional geotechnical investigation, safe bearing capacity calculation, settlement calculation, distortion angle (if necessary), and sizing of proposed foundations to be used for the building.
- Detailed Calculation from Structural Engineer for all structural members (i.e., foundation, columns, shear walls, beams, slabs, staircases, blockwork, etc.) including effects for early thermal cracking, long-term drying shrinkage, restraints, etc. as deemed necessary for such structures. Calculation shall include 3D model analysis on structural analysis softwares, if so required.
- General Structural layout drawings and Sections for all members to appropriate scales.
- Reinforcement drawings for all members to appropriate scales.
- Design Calculation for openings from the Structural Engineer.
- Design Calculation for handrails from the Structural Engineer.
- Material Submission Sheet for all structural materials including aggregates, cement, concrete, reinforcement, blockwork, etc.
- Drawings showing construction/movement joints wherever applicable.

All the above deliverables shall be coordinated with all other consultants prior to submission.

The Contractor shall be required to provide any clarifications/details or additional design calculations which may be requested by NHDC Ltd and modify the design if required on the basis of the comments.

The Contractor shall not be entitled to any additional payment for such modifications.

2.4 Workmanship

The Contractor shall ensure that workmanship during works execution comply with the following British Standards:

Table 0-1: Workmanship Standards

SN	British Standard	Workmanship Standard for:
1	BS 8000-1-1989	Workmanship on building sites — Part 1: Code of practice for excavation and filling
2	BS 8000-2.1-1990	Workmanship on building sites Part 2. Code of practice for concrete work- Section 2.1 Mixing and transporting concrete
3	BS 8000-2.2-1990	Workmanship on building sites — Part 2: Code of practice for concrete work — Section 2.2 Sitework with in situ and precast concrete
4	BS 8000-3.0-2001	Workmanship on building sites — Part 3: Code of practice for masonry
5	BS 8000-4-1989	Workmanship on building sites — Part 4: Code of practice for waterproofing
6	BS 8000 -5-1990	Workmanship on building sites — Part 5: Code of practice for carpentry, joinery and general fixings
7	BS 8000 -7-1990	Workmanship on building sites — Part 7: Code of practice for glazing
8	BS 8000-9-2003	Workmanship on building sites — Part 9: Cementitious levelling screeds and wearing screeds — Code of practice
9	BS 8000-10-1995	Workmanship on building sites Part 10. Code of practice for plastering and rendering
10	BS 8000-11.1-1989	Workmanship on building sites — Part 11: Code of practice for wall and floor tiling — Section 11.1: Ceramic tiles, terrazzo tiles and mosaics
11	BS 8000-13-1989	Workmanship on building sites — Part 13: Code of practice for above ground drainage and sanitary appliances
12	BS 8000-14-1989	Workmanship on building sites — Part 14: Code of practice for below ground drainage

13	BS 8000-15-1990	Workmanship on building sites — Part 15: Code of practice for hot and cold water services (domestic scale)
14	BS 8000-16-1997	Workmanship on building sites Part 16. Code of practice for sealing joints in buildings using sealants

2.5 Supervision

The Contractor through his Civil/Structural Engineer will be fully responsible for the technical inspection, supervision and monitoring of all the structural and civil engineering works involved in the project under reference. The Contractor shall provide a full-time Civil/Structural Engineer on the project to ensure adequate supervision, and such other additional staff required for the proper performance of the duties assigned.

The Civil/Structural Engineer has to certify that all items of structural and civil works for which the Contractor applies for payment has been carried out as per drawings and specifications and to his approval. In this respect, the Civil/Structural Engineer should issue a certificate which the Contractor should submit along with his applications for payment. The certificate should read as follows: “I hereby certify that all structural works for which the Contractor has applied for payment in application for payment No... (to be inserted by the Civil/Structural Engineer) has been carried out as per drawings and specifications and to my approval.” The certificate shall be signed by the registered professional Civil/Structural Engineer.

The Structural Engineer will have at the end of the project to submit a signed certificate that all the works have been carried out as per the approved materials and approved drawings

2.6 Contractor's Design Submission at Bidding stage

The Contractor shall submit with his bid, his offered design together with a concise description of the design proposed explaining its construction, finishes and the materials to be used and giving such information that cannot be clearly shown on the drawings.

The following is a minimum schedule of drawings/information to be submitted along with the Bid:

- Foundation Layout and Sections
- Typical Floor Layout and Sections
- Roof Layout and Sections
- Staircase Layout and Sections
- Preliminary Design Report from the Structural Engineer
- Proposed Sources of Materials
- Proposed Construction Methodology

3.0 Infrastructural Works Requirements (if required)

The Contractor has to extend/undertake any additional Infrastructure works including design (if required) to ensure fitness for purpose and obtain approval from relevant authorities for obtaining a Building and Land Use Permit (BLUP). The design of the Contractor shall be deemed as final and acceptable by NHDC Ltd only upon issue of the BLUP by the relevant Local Authorities.

3.1 General Requirements for infrastructural works

Infrastructural works shall consist of the following non-exhaustive list of works:

1. Roadworks including road marking and signage.
2. Provision of drains to cater for collection of stormwater onsite and offsite should the need arises.
3. Provision of Concrete footpath and kerbs
4. Provision of Catchpits, Absorption Pit and Manholes.
5. Provision of Soakaways and/or drainage network to discharge flow offsite.
6. Provision of Boundary wall
7. Provision of retaining wall (where required)
8. Provision of internal Water Reticulation Network including necessary offsite works where applicable as per CWA's requirement.
9. Provision for CEB's pole planting for electricity supply.
10. Provision of street lighting.
11. Provision of sewerage network (where required).
12. Provision of bus shelter (if necessary requirement from NLTA).
13. Provision of landscaping features.

3.2 Authorities Clearances

The Contractor has to ensure that the following approvals are obtained for infrastructural works design:

- The Central Water Authority (CWA) for the design of Internal water reticulation works;
- The Land Drainage Authority (LDA) for the design of Drainage works. UTM Zones 40s and a stormwater drainage report to be submitted to LDA.
- The Wastewater Management Authority (WMA) for the design of Internal Sewerage network;
- The Traffic Management and Road Safety Unit for the design of Internal roads networks including marking for vehicular circulation;
- The Central Electricity Board (CEB) for design of internal electrical network and supply of electricity to the site;
- The Mauritius Fire and Rescue Services (MFRS) for fire safety requirements of the

- proposed development;
- The Road Development Authority (RDA)/ Local Authorities, for connection of proposed development to main roads;

The Contractor shall liaise with the CEB for the supply and fixing of new electrical pole, if required.

The Contractor shall liaise with the District Council for the replacement of damaged/ missing street lanterns and reinstatement of drains.

The Contractor shall be responsible for obtaining approval/ no objection from all required authorities for infrastructural works design.

All required reports (and any associated fees payable to specific authorities) with regards to any infrastructure works design shall be prepared by the Contractor, and submitted to relevant authorities for approval.

The Contractor shall be responsible for carrying out any modifications/comments as required from the Authorities with regards to the reports/designs submitted at its own cost.

All reports being submitted to the Authorities shall be signed by relevant professionals within the Contractor's design & supervision team.

The Contractor shall also be responsible for liaison with authorities for connection to existing services, and complying with the requirements of such authorities thereon.

3.3 Design Standards

The Contractor has to use recommendations and guidelines from the following list of references to finalize its designs for infrastructural works:

1. Planning policy guidelines of the Ministry of Housing and Land Use Planning;
2. Overseas Road Note 6 – A guide to Geometric Design – Transport and Research Laboratory Overseas Unit;
3. Road Note 29 – A guide to the structural design of pavements for new roads – Road Research Laboratory – DOE, UK.
4. Design Manual for Roads and Bridges – DMRB, UK;
5. Manual for Streets – Department of Transport, UK;
6. Road Note 31 – A guide to the structural Design of bitumen Surfaced Roads in tropical and sub-tropical countries – TRRL, DOE, D.O.T, UK
7. Drainage Impact Assessment Guideline – Published by the Land Drainage Authority.

8. Building and Land Use Permit Guide – Available on the Website of the Government of Mauritius.

Notwithstanding all the above references, the Bidder shall ensure that all its infrastructural works designs are approved by relevant authorities.

4.0 Employer's Requirements-Mechanical, Electrical and Plumbing (MEP)

4.1 Introduction

The main contractor will be responsible for all MEP work irrespective whether same is being carried out by a Specialist contractor.

4.2 Authorities

4.2.1 Central Electricity Board (C.E.B)

The Contractor shall liaise with the CEB for the external electrical reticulation, position of CEB electrical meters, and position of electrical panel, approval of design and drawings prior implementation. All works will need to be as per CEB standards and workmanship.

The Bidder shall ensure that its design proposal to the CEB shall be based on overhead electrical cables on CEB Poles.

4.2.2 Central Water Authority (C.W.A)

All internal water reticulation systems to be adopted shall be to the approval of the Central Water Authority.

The Contractor shall locate the existing water point and provide tapping with existing network as per CWA's network.

4.2.3 Wastewater Management Authority (WMA)

The Contractor will need to liaise with the WMA for approval of wastewater disposal and design drawings prior implementation. The Contractor to allow as far as possible on-site sewerage disposal comprising of septic tanks and absorption pits for this housing project.

The bidder has to adopt its design requirements with regards to the nature of the site, and specific requirements from the WMA with regards to sewerage disposal.

4.2.4 Local Authorities

The Contractor will need to liaise with the Local Authorities for street lighting works pertaining to drawings, approval and maintenance of the street lighting, upgrading of drains and absorption pits.

4.2.5 Mauritius Fire & Rescue Service

The Contractor will need to liaise with the Mauritius Fire & Rescue Service division to obtain all clearances required. All firefighting requirements (fire hydrants to be placed) would need to comply with the authority.

4.3 Services within Housing Units

4.3.1 Electrical Distribution Board

An electrical distribution board shall be installed in the housing unit. The location of the distribution board shall be approved by the Employer. Space provision only shall be made in the electrical panel for switchgears for future AC unit, electric water heater, kitchen extractor hood, cooker unit.

4.3.2 Lighting & Power wire ways within housing units

All lighting and power wiring distribution within the housing units shall be preferably through surface mounted PVC trunking. The Contractor to allow for spare space provision to enable the owner to install its wiring for AC unit, electric water heater, kitchen extractor hood and cooker unit in the existing trunking at a later stage.

4.3.3 Lighting, Power, telephone and TV Points.

The table below shows the minimum requirements for lighting, power, telephone and TV points.

Table 0-2: No. of Lighting, Power, telephone and PV points to be provided per housing unit

Item	Description	Lighting Pt	Switch Pt	Power Pt
	<u>Ground Floor</u>			
1.	Living & Dining	1	1	-Double 13 A Sockets- 2 Nos -Single 13 A Socket-1 Nos
2.	Kitchen	1	1	-Double 13 A Sockets- 1 Nos -Double 13 A Socket-2 Nos
3.	W.C	1	1	
4.	Bath	1	1	1 Nos for Washing Machine
5.	Bedroom 1	1	1	2 Nos Double 13 A Socket
	<u>First Floor</u>			
6.	Bedroom 2	1	1	2 Nos Double 13 A Socket
7.	Balcony	1	1	

4.3.4 Luminaires

All proposed light fittings to be LED Tubes.

4.3.5 Cold Water Supply

The table below shows the minimum requirement for cold-water points within the housing unit.

Table 0-3: Cold water Points per housing unit

Item	Description	Cold Water Pt
1.	Kitchen	1
2.	W.C	1
3.	Jet Washer	1
4.	Shower + connection for water heater + Shower hose and tap	1
5.	Washing Machine	1
6.	Wash Hand Basin	1

All cold water pipes shall be preferably concealed with no joints/connections. Cold-water points to be terminated via angle valves and flexible connections to be allowed where required.

4.3.6 Hot Water Supply

Hot water supply will not be under this contract and will be undertaken by each owner if they wish. However, the Contractor will need to allow for power requirement/space requirement for electrical water heater and/or gas water heater based on his proposal taking into consideration ventilation and safety requirement.

4.3.7 Waste & Sewer

Floor trap and shower drain to be allowed at toilet and shower area respectively. The Contractor to include in his design all necessary items such as rodding eyes, P-Trap, bottle trap, pan adapter, grease traps, gully traps as appropriate for a functional and easy maintenance system.

4.4 Performance Specification-Electrical

4.4.1 Standards

These specifications set out the standards and materials and workmanship for this housing projects. All materials shall comply with the latest issue of European Standards or any standard specified elsewhere in this section, Bill of Quantities / Drawings. All electrical equipment and installation shall primarily comply with the requirements of BS 7671: 2018 (18th Edition) and MS 63.

4.4.2 Materials

The Contractor shall include for the supply, delivery, installation, testing and commissioning of all materials necessary to complete the works. Where materials have not been specified, the bidder will be required to make a proposal. Materials shall comply with the specification of the British Standards Institution where a standard is issued for the material, whether specified or not. All materials, equipment, plant and accessories shall be supplied and procured as new. Second-hand, reconditioned or overhauled plant or equipment shall not be accepted. All materials shall be delivered, stored and installed in accordance with the manufacturers' instructions

4.4.3 Regulations

The whole of the works shall be in accordance with all necessary statutory requirements, regulations and British Standards.

4.4.4 Inspection and testing during installation

NHDC Ltd shall be given adequate notice days to witness any inspection or testing of the works. A visual inspection shall be made to verify that the installed electrical equipment complies with the applicable British Standards, is correctly selected and erected and is not visibly damaged so as to impair safety. The tests shall be carried out by the methods described in the relevant British Standards. Following the inspection and testing of the installation by the Design & Supervision Team, an Electrical Installation Certificate shall be provided to the Employer by a registered electrical engineer acting for the installer. The Certificate shall be in the form set out in the relevant British Standard and formally signed by the engineer. All assistance in the form of labour, materials, fuel and instruments for carrying out inspections and tests shall be supplied at such times as agreed with the employer.

4.4.5 Manufacturers' Instruction

The manufacturers' storage, handling, installation, operation and maintenance instruction shall include all items of equipment that are to form part of the works and shall be strictly followed.

4.4.6 Switchboards and Panels.

The switch board or switch panel assembly shall be suitable for connection to the supply system. The assembly shall be designed and constructed to withstand the thermal and mechanical stresses set up by short-circuit conditions from a source fault level.

All distribution boards shall be type-tested and comply with BS EN 61439-1 and BS EN 61439-3.

4.4.7 LV Cable

All cables shall be colour coded in accordance with the requirements of BS 7671 (taking account of the latest revisions regarding colour compliance).

4.4.8 Containment

General Perforated cable tray shall be formed from plain steel sheet finished hot dipped galvanised after fabrication to BS EN ISO 1461 or equivalent.

4.4.9 Conduit

All PVC conduits and accessories shall be high impact PVC complying with BS 4607, BS EN 50086 and BS EN 61386 or equivalent.

4.4.10 Sealing of duct entries to buildings (including service pipes)

After all cables have been installed, both duct ends shall be sealed using mastic or expanding foam to form a vermin, gas, water and fire barrier. The fire rating of the seal shall be as necessary to match the fire rating of the local building structure. Spare ducts shall be sealed with end caps and mastic to form a vermin, gas, water and fire barrier. Cables shall be identified where they come into and out of ducts and all labels shall be legible and visible after duct sealing is complete.

4.4.11 Wiring Accessories

Contractor to ensure that there is no physical or electrical damage to accessories when they are removed from their packaging and during installation. Provide masking covers for surface mounted accessories to protect surface from paint. Where accessories are flush mounted install front plate after painting is finished. Align accessories horizontally and vertically. Where accessories are grouped, mount horizontally in line and parallel to each other and equidistant.

4.4.12 Luminaires & Lamp

Luminaires shall be suitable for their location. Each type of luminaire other than decorative shall be supplied with a complete set of photometric data. Where luminaires are supplied with

prismatic or opal diffusers or controllers, they shall be UV and temperature stabilised to avoid degradation.

The cable terminations shall be fixed in the lamp holder in such a way that the plunger contacts maintain free movement and no strain is placed on the cables.

4.4.13 Wiring System

LV modular wiring systems shall be any system designed to operate at a nominal supply voltage of 230/400V. Systems shall be fully designed, manufactured and tested in the supplier's factory so that no re terminating of system cables or components is required on site. Where components of the system are found to be incorrectly designed or manufactured, they shall be replaced by new fully constructed and tested items. Where components or cables are damaged on site, they shall be replaced and not repaired.

4.4.14 Earthing & Bonding

Where pipes etc. are to be bonded, the cable shall be connected to an adjustable metal clamp complying with latest standards for use with variable sizes of water and/or gas pipe. Approved warning labels shall be fixed to each earth termination or bonding connection to Connections. Where metal conduit, trunking, cable sheaths and/or armouring is employed as part of the earthing system all joints, terminations and connections shall be constructed to afford a low impedance path for fault currents. All joints and connections shall be suitably protected to prevent deterioration caused by bi-metallic or other corrosion. The cross-sectional area of the material shall comply with the requirements of BS 7671.

4.4.15 Lightning Protection System

Lightning protection systems shall be designed, installed and tested in accordance with the requirements of BS EN 62305 and BS 7430. The system shall comprise of an air termination(s), down conductor(s), testing joint(s), earth termination(s) and earth electrode(s). Steel reinforcing in columns may be used subject to the main Contractor confirming there are: Sufficient vertical paths to earth to allow compliance with BS EN 62305 Sufficient metalwork enclosed within the structure so that touch voltages during a lightning strike will be below the maximum level given in BS EN 62305. The materials for the component parts of the lightning protective system shall be those detailed in BS EN 62305.

4.4.16 Labelling & Identification

Supply and install all necessary labelling and identification to all equipment, materials, cables, components, terminations and systems of the electrical services installation. All signs and labels shall be displayed in accordance with BS EN ISO 7010, BS ISO 3864, BS 7671.

4.4.17 Inspection, Testing & Commissioning

The electrical installation shall be inspected and tested as required by BS 7671 and shall then be fully commissioned and left working. Provide all labour (including specialist), special

instruments, materials, fuel, lubricants, coolants, tools, plant and equipment required to carry out the pre-commissioning, commissioning and the performance testing of all elements. The Client may request tests, at the installers or supplier's premises, all or any of the materials and equipment used in the Contract Works in any manner he may deem necessary to ensure conformity with the specification.

4.5 Performance Specification-Mechanical

4.5.1 Pipework & Fittings

Pipework shall follow the routes and approximate positions indicated on the drawings. Pipework, ancillaries, valves and demountable joints shall be installed for convenient and safe routine maintenance and renewals. All pipework shall be installed with adequate gradients to facilitate draining and venting. Pipework shall be run in a neat manner and installed plumb, straight, symmetrical and at right angles to or parallel to adjacent walls. No joints shall be formed in wall or floor thicknesses. All pipework, fittings and valves shall be free from corrosion, scale and internal obstruction. Pipework ends shall be cut square, reamed, free from burrs and finished full bore. Sufficient unions and flanged joints shall be provided to install and dismantle sections of pipework, wherever difficulty in dismantling may occur and on straight runs of more than 25m. Unions or flanges shall be provided at all valves and equipment for easy dismantling. Connections to coils, pumps, and other equipment shall be made in such a manner as to eliminate undue strains in piping and equipment. Necessary fittings and bends shall be furnished to avoid springing of pipes during assembly. Care shall be taken in placing unions to allow freedom to spring apart. Unions and flanges shall not be placed in inaccessible positions. Where pipework is installed in inaccessible places, a union or flange shall be installed, prior to the pipe passing into the wall or floor.

During construction work, care shall be taken to prevent any foreign matter entering the pipework either in storage or during installation. Open ends shall be capped with the appropriate pipework fitting. Wooden plugs and the like shall not be used. Valves fitted on the ends of pipework shall not be accepted as a means of preventing the ingress of foreign materials. Failure to comply with these requirements shall mean the Employer shall have the right to instruct that pipework so left uncovered to be dismantled for such lengths as the Employer requests and the pipework blown through and/or cleaned at no cost to the contract. Pipe runs shall be spaced in relation to one another, other services and the building structure. Ensure adequate space for access to pipe joints, etc and allowance for the specified thickness of thermal insulation.

4.5.2 Valves & Pipework Accessories

Valves, cocks, air vents and pipework accessories shall be provided where indicated on the drawings and at all positions necessary for the proper working, regulation, control and maintenance of the installation with the approval of the employer. All valves, cocks, vents and accessories installed in the Works shall be approved by the Employer prior to ordering. Valves shall be as far as it is practicable of the same manufacture and style to provide conformity and

to simplify maintenance. In addition, they shall comply with the requirements of the central Water Authority.

All valves required to comply with the Pressure Systems Safety Regulations shall carry the CE mark and have a declaration of conformity. All valves, cocks, vents and accessories must be fitted in such a manner that they are accessible for operation and maintenance. Valve operating handles must be easily accessible and operation must not be impeded by structure or other services.

4.5.3 Identification of Services

All methods of identification shall be compatible with the pipe and operating conditions. Identification of services shall comply with BS1710 and BS 4800. When it is required to supplement the warning colour with warning sign to comply with statutory requirements reference should be made to BS 5499.

4.5.4 Pipe Cleaning & Water Treatment

Contractor to ensure the water treatment and pipe cleaning processes comply with statutory authority, and health and safety requirements. The installer shall ensure that inspection and witnessing of the cleaning process shall be conducted as the work is in progress and shall be carried out in accordance with BSRIA Application Guide AG 1/2001.1.

4.5.5 Pumps

All pumps shall be suitable for the service pumped and the operating temperatures and pressures stated elsewhere. Pumps shall be capable of providing the duties required at the design operating conditions. Performance curves showing head, volume flow rate, efficiency and absorbed power of each pump shall be submitted to the client prior to equipment being ordered. Pump curves shall indicate performance under all likely operating conditions. Pump test data shall comply with BS EN ISO 9906 and BS EN ISO 5198. Data shall be related to pump speed to allow the effect of speed changes to be assessed. Pumps shall be selected to ensure that they are not operating at the extremes of their range by basing the selection on a mid-range impeller. Pumps shall comply with the requirements of BS EN 60335-2-51, BS 4082 Parts 1 and 2 and BS 5257, as applicable. Connecting pipework shall be arranged to ensure that no stresses are transmitted to the pump casings. Pumps shall be provided with anti-vibration mountings and flexible connections. The installer shall ensure that the complete unit is effectively balanced to eliminate noise and vibration. Pumps shall be arranged to be fully accessible for maintenance with adequate space to allow motors to be safely removed from the pump assembly and for lifting equipment if required. Single case twin impeller/twin motor pumps shall be provided with a blanking plate to allow one pump to continue operating while the motor of the other is removed.

Cold water booster sets shall be self-contained, fully automatic packaged units capable of the required duty and pressure as stated elsewhere. Each unit shall be supplied assembled and tested as a complete unit and suitable for the ambient operating conditions.

4.5.6 Fire Protection Services

The complete fire protection installation, materials, workmanship and testing shall comply with the requirements of BS 5306 as applicable and to the requirements stated within this specification. Ensure all system components are approved by local fire authority and water authority and are stamped as necessary. Install, test and commission all fire protection systems to the requirements of the local fire authority.

4.5.7 Foul Drainage

The sanitation systems shall be installed to comply with the requirements of BS EN 12056-1 and BS EN 12056-2 as well as the specific requirements of this specification. It is essential that foul air is prevented from entering the building during operation of the system. Falls and slopes of branch soil and waste pipes shall be to the requirements of BS EN 12056-2. Ventilation and anti-siphonage pipework shall be installed to be self-draining in its entirety. Pipes shall be installed true to line and to a consistent gradient. All vertical drainage pipework shall be perpendicular and branches and changes in direction adequately supported. Obtain all components for all types of pipework from the same manufacturer unless stated otherwise. No offsets shall be included in the vertical stacks except where indicated or will occur in the ventilating section of the stack.

4.5.8 Inspection, Testing & Commissioning

The entire commissioning and performance testing of the Works shall be undertaken by the Contractor. The Contractor shall be responsible at all times for the supervision of the works and providing all necessary attendances. The Contractor shall ensure satisfactory completion of the testing and commissioning together with the recording of results.

The Contractor shall submit to the Employer written reports signed by a qualified person to confirm that:

- Prior installation - all system designs can be commissioned
- Post installation - installations complete and ready for commissioning
- System cleanliness - specified cleanliness has been achieved
- Pre-commissioning checks completion of pre-commissioning checks
- Commissioning and testing to demonstrate compliance with specified requirements and confirm that each installation has been correctly tested and commissioned and achieving the specified performance.

The final documentation of reports and completed record sheets shall be compiled into a system commissioning manual for inclusion in the operating and maintenance documentation.

5.0 Supervision

The Contractor shall ensure that the works are constantly supervised by the design & supervision team comprising of the Architect, Civil/ Structural Engineer, MEP engineer as per

the Terms of Reference of each personnel (as described in part 3 of the Employer's requirements).

6.0 Care to be taken during construction works

The Contractor shall take all necessary precautions to keep the sites allocated to himself in tidy conditions, free from dust and appropriately secure. The Contractor shall provide hoardings and dust proof screens to ensure minimum disturbance to adjoining residents.

The appropriate project signboard shall also be properly maintained during the construction period

7.0 Milestones to be achieved by the Contractor

The following deliverables are to be submitted by the Contractor within the target timeline as stated in table 6-1 below.

Table 6-1: Milestones to be achieved by Contractor

Sn	Deliverable	Timeline
1	Preliminary comprehensive masterplan with architectural proposals and official presentation to client.	At Bidding Stage
2.	Deliverables as required for Architectural component of project as described in the Employer's requirements.	28 days after commencement date
3	Complete Civil/ structural drawing as described in Employer's requirements	45 days after commencement date
4	Complete MEP Drawings inclusive of water reticulation network, sewerage disposal and electricity supply/ street lighting to the site	45 days after commencement date
5	Obtaining of all relevant clearances and Application for Building and Land Use Permit and Payment of fees thereof.	45 days after commencement date
6	Time period to complete construction works	As per appendix to conditions of Contract.

The bidder shall within 7 days of award of the Contract submit a comprehensive programme of works depicting the sequence of activities required in order to meet the key milestones of the project.

During Construction stage, the Contractor shall provide a comprehensive programme of works based on the critical path method highlighting the sequence and duration of activities, critical path, and floating time of activities.

Any deliverable from the Contractor would be deemed to be final, upon review and approval of the Employer and Funding Agency.

8.0 Bid Submission Requirements

The bidder shall submit as part of his bid the following information:

1. Approach, Methodology and workplan to be adopted for the carrying out of the project.
2. The Project Team – List of all key personnel to be deployed for the project.
3. Preliminary master plan for the project, with a preliminary layout of the building and configuration of the housing units.
4. Proposed number of housing units being provided.
5. Plan showing proposed finish levels of the housing unit, tarmac, drainage, external ground levels, sewerage system, rain water disposal system, water supply reticulation, landscaping, setbacks, access road, fencing, etc.
6. Proposed Floor plans.
7. Proposed Roof plans.
8. Proposed Schedule of Areas.
9. Proposed Sections.
10. Proposed Elevations.
11. Proposed Structural Layout
12. Proposed Electrical Layout
13. Proposed Plumbing Layout
14. Proposed Drainage Layout
15. Details of Proposed Septic Tanks and Absorption Pits
16. Proposed schedule of finishes.
17. Schedule of sanitary wares and fittings.
18. Schedule of openings and ironmongeries.
19. Construction methodologies to be adopted.
20. How quality of works is going to be maintained throughout the works.
21. How the bidder proposes to complete the required works within the time frame specified- (a Detailed Programme of Works to be submitted).

The bidder shall submit appropriate drawings and reports to explain his scheme. Though detailed working drawings are not expected at this stage, the scheme shall be detailed enough to enable the pricing to be realistic.

9.0 Drawings

This sub-section contains typical drawings, to allow bidders to understand the type and complexity of the work involved and to enable them price their bids accordingly.

The attention of bidders is drawn to the fact that the layout plan of the proposed project shown in the bidding documents is only a concept.

However, Bidders may use the said concept as proposed preliminary design after having carried out all the necessary studies in compliance with the appropriate design standard. Bidders should further detail same and prepare the structural preliminary design.

The Prospective Bidders may use/customize the said typical drawings and incorporate inclusive design for disabled people or provide alternative cost-effective inclusive designs. However, the Design & Supervision Team Architect shall bear the design responsibility along with the Design and Build and Turnkey Contractor.

SN	Drawing Title	Dwg Nr
1	Site layout and location plan - Single Unit	A01
2	Typical plot arrangement - Single Unit	A02
3	Ground floor plan - Single Unit	A03
4	First floor plan - Single Unit	A04
5	Roof plan - Single Unit	A05
6	Section A-A & B-B - Single Unit	A06
7	Section C-C - Single Unit	A07
8	Front & R.H.S elevations - Single Unit	A08
9	Rear & L.H.S elevations - Single Unit	A09
10	Schedule of openings - Single Unit	A10
11	Schedule of finishes - Single Unit	A11
12	Ground floor electrical layout - Single Unit	E01
13	First floor electrical layout - Single Unit	E02
14	Ground floor plumbing layout - Single Unit	P01
15	Details of fixation of aluminium windows, doors & rainwater pipe - Single Unit	TD01
16	Details of concrete catchpit - Single Unit	TD02
17	Details of concrete gargyle & fixation of rainwater pipe - Single Unit	TD03
18	Typical detail of absorption pit & soakaway - Single Unit	TD04
19	Typical detail of fixation of polyethylene septic tank with blockwall enclosure (ST 3000L) - Single Unit	TD05
20	Typical detail of fixation of polyethylene grease & gully trap, manhole in blockwall - Concrete enclosure - Single Unit	TD06
21	Typical detail of boundary wall for each unit - Single Unit	TD07
22	Typical plot arrangement - Duplex Unit	A16
23	Ground floor plan - Duplex Unit	A17
24	First floor plan - Duplex Unit	A18
25	Roof plan - Duplex Unit	A19
26	Section A-A - Duplex Unit	A20
27	Section B-B & C-C - Duplex Unit	A21
28	Front & R.H.S elevations - Duplex Unit	A22
29	Rear & L.H.S elevations - Duplex Unit	A23
30	Schedule of openings - Duplex Unit	A24

31	Schedule of finishes - Duplex Unit	A25
32	Ground floor electrical layout - Duplex Unit	E03
33	First floor electrical layout - Duplex Unit	E04
34	Ground floor plumbing layout - Duplex Unit	P02
35	Details of fixation of aluminium windows, doors & rainwater pipe - Duplex Unit	TD01
36	Details of concrete catchpit - Duplex Unit	TD02
37	Details of concrete gargoyles & fixation of rainwater pipe - Duplex Unit	TD03
38	Typical detail of absorption pit & soakaway - Duplex Unit	TD04
39	Typical detail of fixation of polyethylene septic tank with blockwall enclosure (ST 3000L) - Duplex Unit	TD05
40	Typical detail of fixation of polyethylene grease & gully trap, manhole in blockwall - Concrete enclosure - Duplex Unit	TD06
41	Typical detail of boundary wall for each unit - Duplex Unit	TD07

PART 3 – REQUIREMENTS FROM THE DESIGN & SUPERVISION TEAM OF THE SELECTED BIDDER

1.0 REQUIREMENTS FROM DESIGN & SUPERVISION TEAM AND/OR CONTRACTORS PERSONNEL OF SELECTED BIDDER

The Contractor shall bear **full and un-several liability** for the design and supervision of various aspects of the project. An organigram of the staff **to be deployed on this project** matching minimum requirements set forth in this document shall be submitted together with CV of each staff.

The services to be provided by the Contractor shall consist of but not limited to the following:

1. Consult the relevant Authorities including but not limited to Government Fire Services, Ministry of Housing and Land Use Planning, Local Authorities, Ministry of Health and Quality of Life, Ministry of Environment, Solid Waste Management and Climate Change, Central Electricity Board (CEB), Central Water Authority (CWA), Wastewater Management Authority (WMA), Land Drainage Authority (LDA), Traffic Management Road Safety Unit (TMRSU) and others to ensure that the proposed design complies with all statutory regulations prevailing in this country and to obtain other clearances as may be required;
2. Applying for all necessary permits/ clearances required for this project from the Authorities concerned and effectuate payment of all such fees (where applicable);
3. Prepare reply to any queries emanating from any representative of the Employer;
4. Provide any materials for replies to parliamentary questions emanating from any representative of the Employer;
5. Identifying the needs and developing the Employer's requirements;
6. Identifying, managing and controlling project risks;
7. Advising on risk management strategy;
8. Establishing communication and management protocols;
9. Managing the integration and flow of design information;
10. Work in collaboration with other professionals within the Design & Supervision Team and the staff of the Employer;
11. Coordinate all the services to be rendered by other Design & Supervision Team members;
12. Engage with various stakeholder departments within the Employers' organization; Establishing time, cost, quality and function control benchmarks;
13. Controlling, monitoring and reporting on project progress;
14. Assisting in the handing over process at completion;
15. Attend project management and site meetings on a fortnightly basis;
16. Ensure that all team members of the Bidders team are present during all site meetings or site visits;
17. Supervise works during the construction stage and coordinate site supervision which are to be carried out by relevant staffs from the bidder's personnel to be deployed under the project;
18. The Contractor shall submit his Application for Payments including supporting documents and substantiations to the Engineer who shall review, determine and assess same in collaboration with other concerned Design & Supervision Team members and submit their recommendation along with their Payment Certificate, Valuation, Supporting Documents and Substantiations to the Employer.
19. The Contractor shall submit his claims including supporting documents and substantiations to the Engineer who shall review, determine and assess same in

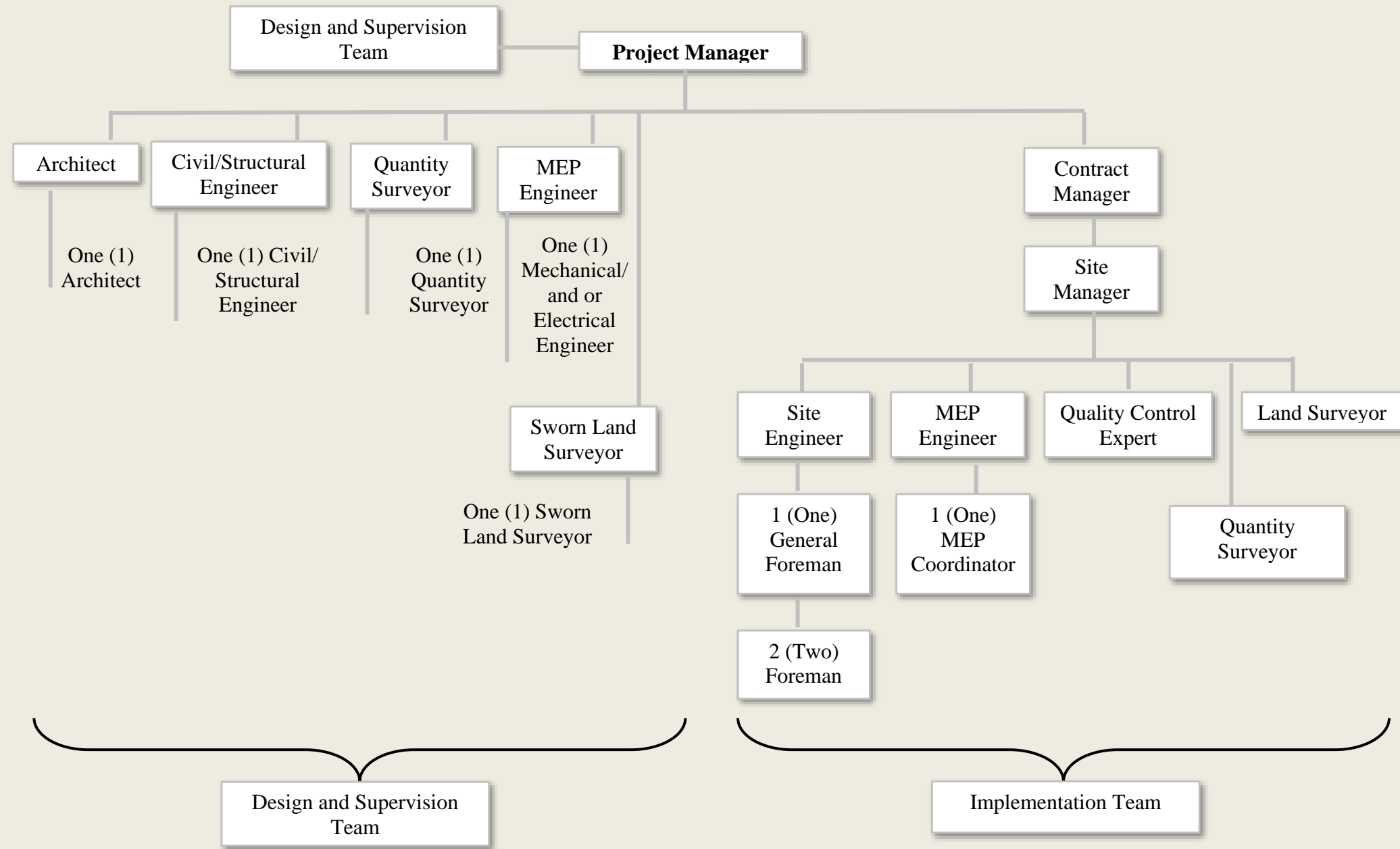
- collaboration with other concerned Design & Supervision Team members and submit their recommendation to the Employer;
20. Ensure the timely submission of fortnightly Contractors Risk Management reports in **original, two (2) copies and soft copy during Construction period;**
 21. Ensure the timely submission of fortnightly quality control reports in **original, two (2) copies and soft copy during Construction period;**
 22. Ensure the timely submission of fortnightly progress reports **in original, two (2) copies and soft copy during Construction Period.** The progress report shall contain all items mentioned in Part 4, Section 36 of the Employer's requirements.
 23. Attend to remedial works in connection with any defect arising during the Defects Notification Period and issuing Performance Certificate following successful completion of same;
 24. Liaise with Employer on any matter pertaining to this project, as and when required;
 25. Perform any other duties that may be required by the Employer in relation to this project;
 26. Submit to the Employer at the completion of the project a complete set of as-made architectural, structural, mechanical & electrical works installation drawings, , maintenance and operation manuals, survey reports and project closure reports in **three (3) sets of prints and in soft copy;**
 27. Execute the Works diligently to the required quality for the given duration.

1.1 Bidders Personnel

It is the responsibility of the Contractor to employ adequate number of professionals to work on the project. The Contractor has to ensure that all of its personnel have the required qualifications and experience for exercising their specific roles and duties.

The Contractor's representative shall be the Contract Manager who shall lead the team and be responsible for the overall coordination and management of the personnel of the Contractor.

NHDC Ltd has set forth an organigram depicting the minimum number of key personnel with required qualifications that are to be provided by the bidder for each project to satisfy the requirements of the project. However, the bidder shall provide additional personnel as he deems to be appropriate for the proper execution of the contract, and meeting up with NHDC's requirements.



1.1 Project Manager

The Contractor has to employ a Project Manager having the following minimum qualifications and experience:

Personnel	Qualifications	Experience	Similar Projects
Project Manager	<i>Minimum Qualifications & Experience</i>		
	<ol style="list-style-type: none"> Degree Holder in either Civil Engineering or Quantity Surveying or Architecture or Mechanical/ Electrical Engineer or Mechatronic Engineer. Professional Registration with respective councils of Mauritius 	Minimum 15 Years Experience in the Construction Industry	Proven records of having worked as Project Manager/ Contract manager/ Contractor's representative and having worked in at least 3 projects of similar magnitude and preferably on at least 1 design and build project.

The Project Manager will be leading the Design & Supervision Team, and have to work in close collaboration with the Architect, Professional Quantity Surveyor, Mechanical and Electrical Engineer and Land Surveyor for the project. He shall be responsible for the direction and integration of the work of all parties appointed for the project and shall be responsible for managing, and ensuring that all personnel working under himself/herself as per the organigram should deliver the required key duties that are expected from themselves to meet up with NHDC's requirements as set forth in this document.

The Project Manager is expected to:

- Consult the relevant Authorities including but not limited to Government Fire Services, Ministry of Housing and Land Use Planning, Local Authorities, Ministry of Health and Quality of Life, Ministry of Environment, Solid Waste Management and Climate Change, Central Electricity Board (CEB), Central Water Authority (CWA), Wastewater Management Authority (WMA), Land Drainage Authority (LDA), Traffic Management Road Safety Unit (TMRSU) and others to ensure that the proposed design complies with

all statutory regulations prevailing in this country and to obtain other clearances as may be required;

- (b) Applying for all necessary permits/ clearances required for this project from the Authorities concerned and effectuate payment of all such fees (where applicable);
- (c) Reviewing organisation lines of authority and project procedures;
- (d) Keep proper records of all correspondences and movement of documents;
- (e) Prepare detailed construction programme outlining start and finish dates for procurement and construction activities and should establish major milestone for the project suiting requirements of the NHDC.
- (f) Work in collaboration with other professionals within the Design & Supervision Team and the staff of the Employer;
- (g) Review, determine and assess Contractor's Application for Payment in collaboration with all other Design & Supervision Team members and submit their recommendation along with their Payment Certificate and Valuation, Supporting Documents and Substantiations to the Employer.
- (h) Review, determine and assess Contractor's claims in collaboration with other concerned Design & Supervision Team members and submit their recommendation and determination to the Employer.
- (i) Carry out fortnightly project management and site meetings;
- (j) Prepare and circulate minutes of meeting;
- (k) Prepare reply to any queries emanating from any representative of the Employer;
- (l) Provide any materials for replies to parliamentary questions emanating from any representative of the Employer;
- (m) Identifying the needs and developing the Employer's requirements;
- (n) Identifying, managing and controlling project risks;
- (o) Advising on risk management strategy;
- (p) Establishing communication and management protocols;
- (q) Managing the integration and flow of design information;
- (r) Work in collaboration with other Design & Supervision Team members, Contractor's personnel and the staff of the Employer;
- (s) Coordinate all the services to be rendered by other Design & Supervision Team members;
- (t) Engage with various stakeholder departments within the Employers' organization; Establishing time, cost, quality and function control benchmarks;
- (u) Controlling, monitoring and reporting on project progress;
- (v) Assisting in the handing over process at completion;
- (w) Ensure that all team members of the Bidders team are present during all site meetings or site visits;
- (x) Liaising with the Employer on any matter pertaining to this project, as and when required;
- (y) Provide all necessary information requested by the Employer for preparation of any Board Paper in respect of the Project.

- (z) Issuing a taking over certificate confirming that the works have been completed in accordance with the Conditions of Contract and Employer's requirements.
- (aa) Issuing a performance certificate after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects.;
- (bb) Assist NHDC with regards to any query; and
- (cc) Assess and determine extension of time claims furnished by contractor all in accordance with the conditions of contract in collaboration with other concerned Design & Supervision Team members and submit their recommendation accordingly to the Employer. This includes all contractual claims and not limited to loss and expenses claims.

1.2 Architect

The Contractor has to employ an architect to work under his Design & Supervision Team, who shall have as duty to provide concepts and the overall architectural design and supervision of works to provide project output that would meet NHDC's requirements.

The Architect is expected to:

- (a) Work in collaboration with other professionals within the Design & Supervision Team and the staff of the Employer;
- (b) Prepare preliminary design for Employer's approval;
- (c) Prepare detailed architectural drawings, specifications, planning and design of the project to suit the requirements of the project. Drawings should be provided on both hard and soft copies;
- (d) Provide drawings and other relevant documents and assist Employer during consultations with Authorities to ensure that the proposed design complies with all statutory requirements;
- (e) Attend Project Management and Site Meetings;
- (f) Supervise the works during construction;
- (g) Assume full and unseveral responsibility for the approval of materials and workmanship on this project with respect to the technical specifications and in consultation with the Employer.
- (h) Assume full and unseveral responsibility for ensuring that only materials approved by himself/herself are fixed and claimed by the Contractor and included accordingly in valuations accompanying payment certificates. Architect to liaise with other concern members of the Design & Supervision Team to ensure that same is being done for all payment certificates.
- (i) Perform any such duties that may be required of an Architect and which have not been explicitly mentioned in this term of reference.
- (j) Submit to the Employer at the completion of the project, a complete set of as-made drawings in three sets of prints and in soft copy.

- (k) Attend to any defect arising during the defects notification period.
- (l) Assist the team in applying for all necessary permits/clearances required for this project from the Authorities concerned.
- (m) Prepare landscape & amenities proposals for the site.
- (n) Advise NHDC with regards to Estate Management of the overall housing complex.
- (o) Provide all necessary information requested by the Employer for preparation of any Board Paper in respect of the Project.
- (p) Assist NHDC with regards to any query.

Completion of Sample/ Mock Up Unit;

The Architect shall provide a certificate confirming that he/ she has verified that only materials approved by himself/herself have been installed in the sample/mock up unit.

At Completion Stage;

The Architect shall certify that the following tests have been carried out in his presence and that the housing units are fit for use:

- (a) Proper waterproofing tests have been carried out on roof and openings and that there are no leakages in the housing units;
- (b) All materials specified in the schedule of finishes, openings and ironmongeries are complied with and functioning properly.
- (c) That the housing units and all associated works are sound and safe.

At Final Taking over:

The Architect shall certify that all defective items have been made good to his/her satisfaction and the building and all associated works are sound and safe.

The Architect shall provide a certificate confirming that he/ she has verified that only materials approved by himself/herself have been installed in all housing units.

1.2.1 Architects Qualifications and Experience

The architect shall have the following qualifications and experience:

Personnel	Qualifications	Experience	Similar Projects
Architect	<i>Minimum Qualifications & Experience</i>		
	1. Degree Holder in Architecture 2. Professional Registration with the Council of Professional Architects of Mauritius.	Minimum 10 Years Experience	Having worked in at least 2 similar projects.

The Architect shall employ the required number of staffs that he deems to be necessary for the undertaking of the project.

1.3 Civil/Structural Engineer

The bidder has to employ a Civil/Structural engineer to work under his Design & Supervision Team, who shall have as duty to provide structural and civil works design and also carry out supervision that would produce the required project output to meet NHDC's requirements.

The Civil/Structural Engineer is expected to:

- (a) Consult the relevant Authorities including but not limited to Mauritius Fire and Rescue Services, Ministry of Housing and Land Use Planning, Local Authorities, Ministry of Health and Quality of Life, Ministry of Environment, Solid Waste Management and Climate Change, Central Electricity Board (CEB), Central Water Authority (CWA), Wastewater Management Authority (WMA), Land Drainage Authority (LDA), Traffic Management Road Safety Unit (TMRSU) and others to ensure that the proposed design complies with all statutory regulations prevailing in this country and to obtain other clearances as may be required;
- (b) Applying for all necessary permits/ clearances required for this project from the Authorities concerned;
- (c) Work in collaboration with other professionals within the Design & Supervision Team and the staff of the Employer;
- (d) Assist NHDC with regards to any query;
- (e) Be responsible for: -
 - 1. Providing detailed engineering design, drawings, design reports & specifications, etc. to suit the requirements of the project;
 - 2. Applying on behalf of the Employer for all necessary permits / clearances required for this project from the Authorities concerned;
 - 3. Supervise works during the construction stage and coordinate site supervision to be carried out by others working on this project.
 - 4. Assume full and unseveral responsibility for the approval of materials and workmanship on this project with respect to the technical specifications and in consultation with the Employer.
 - 5. Assume full and unseveral responsibility for ensuring that materials and methodologies approved by himself/ herself are carried out and claimed by the Contractor and included accordingly in valuations accompanying payment certificates. Civil/Structural Engineer to liaise with other concern members of the Design & Supervision Team to ensure that same is being done for all payment certificates.
 - 6. Liaising with the Employer on any matter pertaining to this project, as and when required; and

7. Performing any other duties that may be required by the Client in relation to this project;

The Civil/ Structural Engineer shall have the following qualifications and experience:

Personnel	Qualifications	Experience	Similar Projects
Civil Structural Engineer	<i>Minimum Qualifications & Experience</i>		
	3. Degree Holder in Civil/ Structural Engineering; 4. Professional Registration with the Council of Registered Professional Engineers of Mauritius.	Minimum 10 Years Experience	Having worked in at least 2 similar projects in terms of both structural and infrastructural works design

The Civil/ Structural engineer shall employ the required number of additional staffs that he deems to be necessary for the undertaking of the project.

1.4 Quantity Surveyor

The bidder has to employ a Quantity Surveyor (QS) to work under his Design & Supervision Team, who shall have as duty the overall cost management of the project.

The QS is expected to:

Pre-Contract

- (a) Work with the Design & Supervision Team appointed by the Design and Build and Turnkey Contractor whereby the Project Manager shall be the team leader of the Design & Supervision Team and facilitator of the flow of information.
- (b) Provide financial proposals concerning Housing Units.
- (c) Prepare and submit detailed Bills of Quantities for the project.
- (d) Prepare monthly cash flow forecasts.
- (e) Advise on any aspect that can influence the project's cost.
- (f) Confirm with the Design and Build and Turnkey Contractor and other members of the Design & Supervision Team about allowance to be made in the detailed Bill of Quantities with regards to sub-contract works.
- (g) Attend Project Management meetings.

Post-Contract

- (a) Prepare a revised projected cash flow for the whole contract and submit an updated monthly cash flow programme to the Employer.
- (b) Ensure a constant monitoring and cost control throughout the duration of the Contract.
- (c) Review, determine and assess Contractor's Application for Payment in collaboration with all other Design & Supervision Team members and submit their recommendation along with their Valuation, Supporting Documents and Substantiations to the Project

Manager for preparation of Payment Certificate for onward transmission to the Employer.

- (d) Prepare and submit to the Project Manager valuations for Works as per Contract, Variation (if any) and Additional Works (if any).
- (e) Carry out any re-measurement necessary under the contract.
- (f) Attend site meetings and coordination meetings regularly.
- (g) Assist and advise the Employer and the Team Leader of the Design & Supervision Team on all contractual dispute with the Contractor and/or sub-contractors including arbitration, if any.
- (h) Assist the Employer in ensuring a sound financial management of the contract and in the preparation of monthly cost report for the Employer.
- (i) Checking, assessing, negotiating claims in relation to extension of time in accordance with the conditions of contract and submit recommendation to the Project Manager for preparation of the Design & Supervision Team's determination for onward transmission to the Employer. This includes all contractual claims and not limited to loss and expenses claims.
- (j) However, any assessment of claims other than the value of works shall not be included in the valuation subject to the prior notification and consent of the Employer.
- (k) Develop and implement a procedure for review and processing of Contractor applications for payments. Request for a Contractor's detailed schedule for any particular items of the Bills of Quantities prior to commencement of works.
- (l) Provide all necessary information requested by the Employer for preparation of any Board Paper in respect of the Project.
- (m) Maintain project accounting system. Maintain an accurate and updated construction cost accounting system. Include costs of contracts, direct purchased materials and other appropriate items.
- (n) Review, determine and assess Contractor's claims in respect of variations orders. Develop and implement a system for the preparation, review, determine and assess variation orders in collaboration with other Design & Supervision Team members and submit the necessary recommendation to the Project Manager for the preparation of the Design Team's recommendation for onward transmission to the Employer.
- (o) Review, determine and assess Contractor's Final Application for Payment in collaboration with all other Design & Supervision Team members and submit their recommendation along with their Final Payment Certificate, Valuation, Supporting Documents and Substantiations to the Project Manager for preparation of the Design & Supervision Team's Payment Certificate for onward transmission to the Employer.
- (p) Carry out such other duties as may be required of him on this project.
- (q) On completion of final account including the settlement of any contractual claims or other matters, which may have arisen in the course of the contract, submit report to the Employer on the financial outcome of the project.
- (r) Provide all necessary assistance in (a) replying to Audit and other Committees queries (b) legal/arbitral proceedings that may arise out of or in connection with the contract; including attending meetings in connection when requested to do so.
- (s) Submit monthly cost reports during the various stages of project to ensure that there is no over-run in project cost or to show how this will be achieved and communicate with the various members of the Design & Supervision Team.

- (t) Perform such other duties that may be required for the Quantity Surveyor and which have not been explicitly mentioned above.
- (u) Attend Coordination & other meetings.
- (v) Assist NHDC in replying any queries.

The Quantity Surveyor shall have the following qualifications and experience:

Personnel	Qualifications	Experience	Similar Projects
Quantity Surveyor	<i>Minimum Qualifications & Experience</i>		
	1. Degree Holder in Quantity Surveying 2. Either: Chartered Member of Royal Institution of Chartered Surveyors, or Registered with the Council of Professional Quantity Surveyors of Mauritius.	Minimum 10 Years Experience	Having worked in at least 2 similar projects and having been involved in at least 1 design and build project

The Quantity Surveyor shall employ the required number of staffs that he deems to be necessary for the undertaking of the project.

1.5 MEP Engineer

- a) The bidder has to employ an MEP engineer to work under his Design & Supervision Team, who shall have as duty to provide Mechanical, Electrical & Plumbing design and also carry out supervision that would produce the required project output to meet NHDC's requirements. The MEP Engineer shall also work with the Design & Supervision Team appointed by the Design and Build and Turnkey Contractor whereby the Project Manager shall be the team leader of the Design & Supervision Team and facilitator of the flow of information.

The MEP Engineer is expected to:

- 1. Be responsible for the design, provision of appropriate design reports, specifications and quantities for the entire MEP Services associated with this contract.
- b) Provide assistance in ensuring that proper applications on behalf of the Employer are lodged with the Authorities concerned for provision of the above services.
- c) Carry out in depth assessment of infrastructural needs as appropriate for the project (if any) and prepare detailed design and drawings for the entire mechanical and electrical

- works associated with the project.
- d) Prepare and submit detailed Bills of Quantities for entire MEP services for the project.
 - e) Perform such works as may be necessary in order to ensure that the expected demand for users is adequately met.
 - f) Responsible for the supervision of all mechanical and electrical works during construction.
 - g) Assist the Contractor on all mechanical and electrical matter relevant to the project.
 - h) Perform such other duties that may be required for the Mechanical and Electrical Engineer and which have not been explicitly mentioned above.
 - i) Review, determine and assess Contractor's Application for Payment in relation to MEP Works and submit their recommendation comprising of the Design & Supervision Team's Valuation for MEP Works, Supporting Documents and Substantiations to the Quantity Surveyor for preparation of the Design & Supervision Team's Valuation.
 - j) Attend coordination and other meetings.
 - k) Submit to the Employer as and when required detailed calculations in order to substantiate any part of the entire mechanical and electrical design.
 - l) Submit to the Employer a manual describing the electrical/mechanical installation of the premises together with the respective location of each facility.
 - m) Submit at the completion of the project a complete set of as-made drawings as well as all services manuals (soft copy as well).
 - n) Provide the Employer with necessary guarantees, for any electrical/ mechanical equipment being installed (pumping system, light fittings, etc..).
 - o) Provide all necessary assistance in (a) replying to Audit and other Committees queries (b) legal/arbitral proceedings that may arise out of or in connection with the contract; including attending meetings in connection when requested to do so.
 - p) Assist NHDC in replying any queries.

The MEP Engineer shall have the following qualifications and experience:

Personnel	Qualifications	Experience	Similar Projects
MEP Engineer	<i>Minimum Qualifications & Experience</i>		
	1 Degree Holder in either Mechanical or Electrical Engineering	Minimum 10 Years Experience	Having worked in at least 2 similar projects and having been involved in at least 1 design and build project
	2 Registered with the Council of Registered Professional Engineers of Mauritius.		

The MEP engineer shall have the required number of staffs that he deems to be necessary for the undertaking of the project.

1.6 Sworn Land Surveyor

The Sworn Land Surveyor is to work with the Design & Supervision Team appointed by the Design and Build and Turnkey Contractor whereby the Project Manager shall be the team leader of the Design & Supervision Team and facilitator of the flow of information in between all members and the Contractor.

- **Site visit / Survey**

- 1 The Sworn Land Surveyor shall visit the identified sites and carry out a boundary, topographical survey and submit plans as per standards specified in the Cadastral Survey Act 2011 prior to implementation of the Works. This survey shall also include the services underground or above ground that may run on the site and any other features/details observed. The Sworn Land Surveyor shall coordinate, liaise and inform other members of the Design & Supervision Team and the Contractor concerning any allowance to be made in their Bills of Quantities for any diversion if required.
- 2 The Sworn Land Surveyor should submit a topographical plan and with contour lines at intervals deemed reasonable depending on the topography of the land, prior to start of the work.
- 3 All plans, e.g. topographical layouts, as-made plans or any other plans pertaining to modifications and amendment of original layout shall be submitted to the Employer within 48 hours.

- **Site Boundaries/Benchmark**

Ensure the visibility and accessibility to boundary pegs, boundary stones or any other feature declining the sites and benchmarks established within or outside the site. These should be kept visible and accessible all the times and properly referenced such that in case of lost of boundary limits or benchmarks, same can be re-instated. Fixing and any re-fixing to be carried out by the Sworn Land Surveyor.

- **Pegging out of individual lots**

Pegging out of individual lots to be carried out by Sworn Land Surveyor. Iron pegs 16mm diameter and 600mm long to be used for that purpose with the visible part being coated with red oil paint.

- **Survey Report**

Provide soft and hard copies with appropriate scale duly signed by a Sworn Land Surveyor of as-made drawings, pin code certificates and survey reports for each housing unit **at least 2 months prior to scheduled completion of works.** Plans should indicate boundary limits, linear and angular measurements, lot number, extent, description of all lots, and other related features for each individual plots. Provide same for all other plots of land, leaching field, green spaces, open spaces etc.

This service also comprises the following, but not necessarily limited to: -

Schedule I

- (a) Detailed survey of the whole site and fixing of boundary limits of initial blocks of land to be parcelled out showing existing roads, tracks, drains, sewer, water and electric lines, right of ways, any easement and any other natural and physical feature, including river reserves, that will be useful in the parcelling exercise. Proper survey should be carried out and neighbouring owners including Government should be notified and a memorandum of survey, drawn up as per requisites of Cadastral Survey Act 2011, should be submitted within one (1) month after signature of contract.
- (b) The survey should include all infield roads, tracks, drains, canals, high tension lines, fencing, right of way, any easement and any other natural or manmade features found within or bordering the site.
- (c) Topographic survey, attached to geodetic or temporary benchmarks, with contour intervals as required by the provisions of the Morcellement Act and as may also be required by the Employer involved in the planning and design of the master plan development, the layout of the Morcellement and the design of infrastructural works and services. All plans to be submitted to the Employer in electronic as well as hard copies.
- (d) Fixing of at least 2 permanent survey stations, in concrete, properly referenced and tied to bench marks, with coordinates in the National Coordinates System or false coordinates system and heights above mean sea level, and shown in all plans to be submitted to the Employer.
- (e) The Land Surveying team will be required to survey off sites features as and when required by the Employer.
- (f) Preparation of concept design, Master layout and detailed layout of the Housing Estate. This exercise should be in line with the current Planning guidelines and requirements of relevant Authorities.
- (g) Submission of boundary coordinates in UTM Zones 40s and a Stormwater Drainage Report to LDA when required
- (h) Liaison with relevant Authorities to confirm that layout is in line with their requirements.
- (i) The assignment should be carried out in compliance with the Land Surveyor's Act and Cadastral Survey Act 2011 in addition to any other related enactments.

Schedule II

- (a) Finalisation of parcel layout after Employer's approval.
- (b) Submission of hard copies and electronic copy of Employer for approval.
- (c) Submission of required number of plans to relevant authorities for EIA License, if required.
- (d) Setting out of buildings, roads, drains and other utilities and services as may be required, after acceptance of master layout plan Housing Estate by Employer.
- (e) Amendments as may be required during the course of the exercise by the Employer or the Authorities.

- (f) Fixing of pegs clearly delimiting each plot and roads and kerbs, including space dedicated to other uses.
- (g) Survey to locate services, both above and underground, and other details offsite as required for the design of offsite services.
- (h) Assistance in the securing of way leave permissions for such work as may be necessary.
- (i) Any other survey work that will be required by the Employer or the Authorities.
- (j) Submit electronic and hard copies of all drawings and topographical plans produced during the various stages of the work as may be required by Employer, or the relevant Authorities.
- (k) Attend regular meetings with the Employer, other members of the Design & Supervision Team, relevant authorities, notaries and the Contractor, as may be required.
- (l) Provide all necessary assistance in (a) replying to Audit and other Committees queries (b) legal/arbitral proceedings that may arise out of or in connection with the contract; including attending meetings in connection when requested to do so.
- (m) Liaise with MHLUP to apply and secure PIN code certificate for each individual lot.
- (n) Prepare lease agreement for each plot after consultation with Lease Section of MHLUP.

The Sworn Land Surveyor shall have the following qualifications and experience:

Personnel	Qualifications	Experience	Similar Projects
Sworn Land Surveyor	<i>Minimum Qualifications & Experience</i>		
	1. Diploma or Bachelor Degree in Land Surveying/Geomatics or similar field 2. Commissioned/Registered Land Surveyor	Minimum 5 Years Experience	Having worked in at least 2 similar projects

The Sworn Land Surveyor shall have the required number of staffs that he deems to be necessary for the undertaking of the project.

General Note: It is imperative that all Key Personnel attend all site meetings and site visits.

PROFESSIONAL INDEMNITY INSURANCE COVER

The Bidder shall provide a Professional Indemnity Insurance cover (at time of award) in the amount specified in the appendix to bid covering all the fields of Architectural, Structural/Civil Engineering, Mechanical, Electrical & Plumbing, Quantity surveying and Land Surveying aspects of the works, including supervision & contract administration.

3.0 UNDERTAKING FOR WORKING UNDER THE PROJECT

Each of these consultants/ personnel shall submit a duly signed curriculum vitae and an undertaking that he/she will work with the Contractor to provide design and supervision services.

Key Personnel of the Design & Supervision Team who submit their curriculum vitae but do not perform as per their undertaking will be reported to their respective Councils and the Construction Industry Development Board.

All bidder's personnel shall exercise utmost professional integrity in the discharge of his/her duties and shall act with complete impartiality on matters relating to this project.

CONFIRMATION TO BE PROVIDED BY PROJECT MANAGER

To:

The Group Chief Executive Officer
National Housing Development Co. Ltd
Level 1, Tower 1, NexTeracom,
Rue Du Savoir,
Ebene

Attention: Mr.

Dear Sir,

Project: Name of Project

Subject: Interim Payment Certificate No / Final Payment Certificate.

This is with reference to Interim Payment Certificate No. / Final Payment Certificate issued vide our letter Ref. dated in favour of the Contractor, for the above-mentioned contract.

We, **Name of Project Manager**, state that the works have been executed to our satisfaction and that the Certificate is in order and in accordance with the contract, and payment therefore is recommended.

We, **Name of Project Manager**, also confirm that we have carried out our duties in respect of the said certificate with absolute impartiality. We recommend payment accordingly.

We, **Name of Project Manager**, confirm that this Interim Payment Certificate/ Final Payment Certificate and its related valuation and substantiations have been arithmetically checked and can be duly processed by the NHDC Ltd and sent to the Ministry of Housing and Land Use Planning for further payment procedures.

Yours faithfully,

CONFIRMATION TO BE PROVIDED BY ARCHITECT

To:

The Group Chief Executive Officer
National Housing Development Co. Ltd
Level 1, Tower 1, NexTeracom,
Rue Du Savoir,
Ebene

Attention: Mr.

Dear Sir,

Project: Name of Project

Subject: Interim Payment Certificate No / Final Payment Certificate.

This is with reference to Interim Payment Certificate No. / Final Payment Certificate issued vide our letter Ref. dated in favour of the Contractor, for the above-mentioned contract.

We, **Name of Architect**, state that the works have been executed to our satisfaction and that the Certificate is in order and in accordance with the contract, and payment therefore is recommended.

We, **Name of Architect**, also hereby certify that all Architectural Items of work for which the Contractor has applied for payment have been carried out as per drawings and specifications and to our approval.

We, **Name of Architect**, also confirm that we have carried out our duties in respect of the said certificate with absolute impartiality. We recommend payment accordingly.

Yours faithfully,

CONFIRMATION TO BE PROVIDED BY CIVIL/ STRUCTURAL ENGINEER

To:
The Group Chief Executive Officer
National Housing Development Co. Ltd
Level 1, Tower 1, NexTeraCom,
Rue Du Savoir,
Ebene

Attention: Mr.

Dear Sir,
Project: Name of Project
Subject: Interim Payment Certificate No / Final Payment Certificate.

This is with reference to Interim Payment Certificate No. / Final Payment Certificate issued vide our letter Ref. dated in favour of the Contractor, for the above-mentioned contract.

We, **Name of Civil/ Structural Engineer**, state that the works have been executed to our satisfaction and that the Certificate is in order and in accordance with the contract, and payment therefore is recommended.

We, **Name of Civil/ Structural Engineer**, also hereby certify that all items of structural and civil works for which the Contractor has applied for payment have been carried out as per drawings and specifications and to our approval.

We, **Name of Civil/ Structural Engineer**, also confirm that we have carried out our duties in respect of the said certificate with absolute impartiality. We recommend payment accordingly.

Yours faithfully,

CONFIRMATION TO BE PROVIDED BY MEP ENGINEER

To:

The Group Chief Executive Officer
National Housing Development Co. Ltd
Level 1, Tower 1, NexTeracom,
Rue Du Savoir,
Ebene

Attention: Mr.

Dear Sir,

Project: Name of Project

Subject: Interim Payment Certificate No / Final Payment Certificate.

This is with reference to Interim Payment Certificate No. / Final Payment Certificate issued vide our letter Ref. dated in favour of the Contractor, for the above-mentioned contract.

We, **Name of MEP Engineer**, state that the works have been executed to our satisfaction and that the Certificate is in order and in accordance with the contract, and payment therefore is recommended.

We, **Name of MEP Engineer**, also hereby certify that all MEP Items of work for which the Contractor has applied for payment has been carried out as per drawings and specifications and to our approval.

We, **Name of MEP Engineer**, also confirm that we have carried out our duties in respect of the said certificate with absolute impartiality. We recommend payment accordingly.

Yours faithfully,

CONFIRMATION TO BE PROVIDED BY QUANTITY SURVEYOR

To:

The Group Chief Executive Officer
National Housing Development Co. Ltd
Level 1, Tower 1, NexTeracom,
Rue Du Savoir,
Ebene

Attention: Mr.

Dear Sir,

Project: Name of Project

Subject: Interim Valuation No / Final Valuation.

This is with reference to Valuation No. / Final Valuation issued vide our letter ref.:
..... dated
in favour of the Contractor, for the above mentioned contract.

We, Name of Quantity Surveyor, state that the works have been executed to our satisfaction and that the Valuation is in order and in accordance with the contract, and payment therefore is recommended.

We, Name of Quantity Surveyor, also confirm that we have carried out our duties in respect of the said valuation with absolute impartiality. We recommend payment accordingly.

We, Name of Quantity Surveyor, also hereby certify that all Items of work for which the Contractor has applied for payment are items of work which have been executed.

We, Name of Quantity Surveyor, confirm that this Valuation/ Final Valuation and its related substantiations have been arithmetically checked and can be duly processed by the NHDC Ltd and sent to the Ministry of Housing and Land Use Planning for further payment procedures.

Yours faithfully,

4.0 LIST OF SUBMISSIONS REQUIRED FROM CONTRACTOR AFTER AWARD

In line with sub-clause 5.2 [*Contractor's Documents*] of the Conditions of Contract, the Contractor shall submit the following list of technical documents for the review and approval of the NHDC within the timeline specified.

SN.	Contractor's Document	Time Period for Submission
1	Detailed Programme of Works.	7 days after commencement date
2	Draft Architectural Drawings for approval by Employer and Funding Agency	14 days after commencement date
3	Final Architectural Drawings for approval by Employer and Funding Agency	28 days after commencement date
4	Final Structural Drawings for approval by Employer and Funding Agency	45 days after commencement date
5	Complete MEP Drawings inclusive of water reticulation network, sewerage disposal & electricity supply/ street lighting to the site for approval by Employer and Funding Agency	45 days after commencement date
6	Application for BLUP	45 days after commencement date
7	Complete set of Construction Drawings for approval by Employer and Funding Agency	60 days after commencement date
8	Duly priced detailed Bill of Quantities for Carrying out the works (BOQ to reflect Bidder's price proposal).	60 days after commencement date
9	List of Personnel being provided for the Contract (Curriculum vitae of each personnel and signed undertaking for the project to be provided).	7 days after commencement date
10	Contract Price breakdown (in months)	60 days after commencement date
11	Quality Control Procedure to be adopted	Prior Start of Construction works

**PART 4 -GENERAL REQUIREMENTS THAT THE
CONTRACTOR MUST CONSIDER/ ABIDE TO
DURING CONSTRUCTION WORKS.**

1.0 RESPONSIBILITY

The Contractor's rates or price shall be inclusive of each and every aspect of works required to meet the Employer's requirements.

In the case of any items not covered by the Employer's requirements, the acceptable quality of materials and standard of workmanship shall be no less than generally accepted in the trade applicable to the item concerned.

2.0 TEMPORARY WORKS AND ACCESS

After the Contract is placed and before the works on site commence, the Contractor shall submit to the Project Manager/Engineer/ Employer drawings showing the revised proposed location and general arrangement of his offices, workshops, stores, access roads and other temporary works required for the proper and expeditious execution of the permanent works.

In general, the Contractor is to regulate the Character of his transport to ensure that no undue damage is caused to any roads, tracks or properties within the area of the Works, public or otherwise. In the event of any kind of damage, the Contractor shall remedy same as soon as possible and most importantly at his own cost.

The whole of the temporary works, plant, equipment and appliances used on the Works will be the liability of the Contractor in regard to construction, sufficiency, safety, maintenance and removal on completion of the Contract.

3.0 EXTENT OF CONTRACT

The work specified shall include all general work preparatory to execution, all matters, things, requisites and work of any kind necessary for the due and satisfactory construction, completion and maintenance of the Works to the true intent and meaning of the Drawings submitted by the Contractor and Employer's requirements and further drawings and orders that may be issued by the Engineer from time to time; compliance by the Contractor with all Conditions of Contract whether specifically mentioned or not in the clauses of the Employer's requirements; all materials; apparatus, plant, machinery, tools, fuel, water, temporary works and roads, strutting, timbering moulds and tackle of every description, transport, offices, stores, workshops, staff and labour; the provision of proper and sufficient protective works, temporary fencing, lighting and watchmanship required for safety of the public and protection of the Works and adjoining lands and waterways; all measures necessary to ensure the safety of shipping, and sanitary accommodation for staff and workmen; taking and maintenance of all insurances, the payment of all wages, salaries, fees, royalties, duties or other charges arising out of the execution of the Works; the regular clearance of rubbish, reinstatement and clearing up and leaving perfect on completion.

4.0 WORKS EXECUTED BY EMPLOYER OR OTHER CONTRACTORS

The Employer reserves the right to execute, on site, works not included under this Contract and to employ for this purpose either his own employees or another Contractor whose Contract may be either a sub-contract under this Contract or an entirely separate Contract.

The Contractor shall ensure that neither his own operations nor trespass by his employees shall interfere with the operations of the Employer, or his Contractor employed on such works and the same obligations shall be imposed on the Employer or Contractor in respect of work being executed under this Contract.

5.0 STANDARD SPECIFICATION

In order to establish standards of quality, reference has been made in this Specification to British Standards (BS), European Norms (EN), Mauritian Standards (MS) and to other National or International Standards. Such Specifications will be referred to as “Standard Specifications” and shall be the latest editions of such specifications issued prior to the issue of Tender Documents together with such addition amendments as may have been issued prior to the same date. Subject to the approval of Engineer any internationally accepted standard requiring an equal quality of work may be used.

6.0 SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT

The Contractor shall provide, equip, and maintain an adequate First Aid Station on the site of the Works and provide all necessary transport and shall have experienced First Aid men available for attending minor accidents.

The Contractor shall allow in his prices and be responsible for the cost of all site welfare arrangements and health requirements.

Work is to be executed in a safe and responsible manner and the Contractor is to proceed in accordance with the provisions of the appropriate legislation. Particular attention is drawn to the need for adequate hand railing and fencing off dangerous areas, e.g., excavations on roads.

The Contractor shall be compliant to the current rules and regulations of the Occupational Safety and Health Act, Public Health Act, Road Act and Environment Protection Act or any other norms and regulations stipulated under the laws of Mauritius.

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- c) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

Any person having access to the site premises shall attend a training and an induction course, under the tutelage of an approved Health & Safety Officer, regarding the implementation of health and safety norms and regulations to be observed for the execution of the works to be carried.

The Contractor shall appoint a qualified Health & Safety Officer to appraise the risk assessment and to enforce health and safety norms and regulations, including heavy machinery to be used, for the proper execution of works. Daily assessment shall be carried out and monthly report shall be submitted to the Project Manager and Engineer.

7.0 FIRST AID WELFARE AND SAFETY PRECAUTIONS

The Contractor shall be fully compliant to current stipulations of the Occupational Health and Safety Act, Public Health Act and other regulations stipulated under the laws of Mauritius.

The Contractor shall provide, equip and maintain an adequate First Aid Station on the site of the Works and provide all necessary transport and shall have experienced first Aid men available for attending minor accidents.

The Contractor shall provide, all required approved safety equipments, such as helmets, gumboots, boots, shoes, reflective jackets, goggles, raincoats, gloves, umbrellas and ear muffs, to all people having access to site.

The Contractor shall provide:

- a. Mess rooms comprising of doors and locks, tables, chairs, sheds, lighting, ventilations and all required sanitary.
- b. Rest room and changing rooms comprising of doors and locks, wall partitions, cupboards, lockers, lighting, ventilations and all required sanitary. The changing rooms shall be separate based on gender.

- c. Toilet blocks comprising of doors and locks, wall partitions, all necessary plumbing, septic tanks and absorption pits, urinals, sinks, basins, shanks, lighting, ventilation and any other required sanitary. The block shall also comprise of a squat toilet.
- d. Bathroom and other washing facilities with all wall partitions, lockers, doors and locks, all necessary plumbing, lighting, ventilation and any required sanitation.

The Contractor shall allow in his prices and be responsible for the cost of all site welfare arrangements and health requirements.

8.0 ENVIRONMENTAL MONITORING AND POLLUTION CONTROL

The Contractor shall appoint a suitably qualified member of his site staff to be responsible for environmental matters including, environmental monitoring and pollution control, arising from the works.

The responsibilities shall include:

- Proper and safe storage and disposal of wastes and spoil
- Clearance of approved vegetation only
- Stockpiling and safeguarding of topsoil
- Erection and maintenance of all approved safety fencing, barriers, warning signs, diversion signs, to safeguard the public from the Works
- Protection of watercourses from pollution arising from the Works
- Provision and maintenance of approved wastewater disposal systems
- Safe storage of all potential polluting substances required for the Works
- Prevention of spills
- Maintenance of the plant to avoid public nuisance due to fumes, noise, leakages, etc.
- Dust control via watering and preventing formation of dust plumes
- Noise control to minimize nuisance to the public, particularly outside normal working hours.
- Traffic control to minimize disruption and to allow access to residents.
- Cleaning of roads and footpaths during construction
- Reporting of any accidents or environmental incidents to the Project Manager and to the relevant Authorities, together with organization of required remedial action
- Site restoration, cleaning, planting on completion of the Works
- Watering of trenches prior to completion of roadworks

The Contractor shall take all necessary measures to comply with the above requirements and mitigate the environmental impact of his construction activities.

The construction phase mitigation management plan shall include, but not restricted to the measures given in table hereafter.

Environmental Impacts and Mitigation Measures for Construction Phase

<u>Subject/Media</u>	<u>Potential Negative Impact</u>	<u>Mitigation/Management Plan</u>
<u>Air Quality</u>	Dust Generation	<ul style="list-style-type: none"> • Employ dust suppression measures, as in daily sprinkling of exposed areas, covering of stacked excavated materials, maintain roads or site free from dust and dirt, removal of accumulated dust, installation of screens throughout the perimeter of the site and any other measure, which are likely to induce formation and proliferation of dust plumes. • Accept residual impact.
	Dust Generation – vehicular access	<ul style="list-style-type: none"> • Use traffic routing arrangements to avoid built-up areas and bottlenecks • Routine control and maintenance of all equipment used for transportation • Employ dust suppression measures • Accept residual impact
	Vehicle emissions (mobile)	<ul style="list-style-type: none"> • Use traffic routing arrangements • Routine control and maintenance of vehicles • Ensure vehicles use exhaust emission control technologies • Accept residual impact
	Vehicle/Engine Emissions (static)	<ul style="list-style-type: none"> • Run only when required • Routine control and maintenance of equipment • Ensure vehicles use appropriate exhaust emission control
<u>Water</u>	Release of particulates into river	<ul style="list-style-type: none"> • Minimise pollution from construction activities • Restrict surface runoff • Construct a surface water lagoon • Discharge drainage following settlement • Accept residual impact

<u>Subject/Media</u>	<u>Potential Negative Impact</u>	<u>Mitigation/Management Plan</u>
	Release of fuel from construction sites	<ul style="list-style-type: none"> • All above ground storage tanks and drums to be stored on low permeability bases with bund able to retain 110% of the stored volume
<u>Soil</u>	Soil erosion	<ul style="list-style-type: none"> • Careful location of buildings and spoil disposal sites • Careful storage of spoil • Restriction of traffic to designated access roads and vehicle parks • Employ soil erosion prevention techniques • Reclaim land as soon as possible after development • Accept residual impact
<u>Noise</u>	Noise generation	<ul style="list-style-type: none"> • Construct noise bunds between new works and residential areas during construction • Restrict work to daylight hours • Place noisy operations as far away on the site from the residential areas • Use sound meters to measure sound levels. The following levels shall not be exceeding 60db (A) Leq - 7-18hrs 55db (A) Leq - 18-21hrs 50db (A) Leq - 21-7hrs. <p>Any activities generating sound levels exceeding the above, shall be stopped and alternative method shall adopted to proceed and complete the works.</p>
	Noise	<ul style="list-style-type: none"> • Use equipment with appropriate silencers • Only run equipment when required • Accept residual impact

<u>Subject/Media</u>	<u>Potential Negative Impact</u>	<u>Mitigation/Management Plan</u>
<u>Waste</u>	Waste Control	<ul style="list-style-type: none"> • To limit construction waste as much as possible. • To stack construction waste in designated area, away from residential areas or near places easily accessible to public or third parties. • No onsite destruction of waste, as in through burning, to be carried out. • To cart away and dump construction waste in Government approved areas.
<u>Vibrations</u>	Vibration Control	<ul style="list-style-type: none"> • To limit use of excavator hammer and instead use pneumatic tools or any other appropriate machinery as alternatives. • To use static method for compaction if dynamic compaction generates vibration beyond acceptable norms. • To use vibration meters to check vibration levels, with a Peak Component Particle Velocity of 15mm/s at 4Hz as threshold
<u>Traffic Impact</u>	Congestion capacity	<ul style="list-style-type: none"> • Designate traffic routes for all heavy traffic • Use haul road as much as possible • Accept residual impact
<u>Ecology</u>	Loss of habitat	<ul style="list-style-type: none"> • Reduce construction site area as much as possible • Restrict access into adjacent lands • Restore sites using ecological principles and native or indigenous species • Accept residual impact
<u>Visual</u>	Visual Impact	<ul style="list-style-type: none"> • Screen site area wherever possible • Accept residual impact

9.0 LIAISON WITH POLICE AND OTHER OFFICIALS

The Contractor shall keep in close contact with the Police, Municipalities/ District Councils, the Ministry of National Infrastructure and Community Development (National Infrastructure Division), National Development Unit, Land Transport and Shipping, Traffic Management and Road Safety Unit, the National Transport Authority, the Ministry of Agro Industry and Food Security, the Ministry of Housing and Land Use Planning, the Mauritius Telecom, the Central Electricity Board, the Central Water Authority, the Irrigation Authority, the Road Development Authority, the Ministry of Environment and Sustainable Development and other institutions who have regulatory or statutory oversight and/or control of the Works and its immediate environment. The Contractor shall comply with the requirements of these authorities in the execution of the works

under the purview of the respective institution or authority, control of workmen, movement of traffic, passage through inhabited zones or other matters, and shall provide all assistance or facilities, which may be required by such officials, in the execution of their duties.

The Contractor shall keep all necessary contacts and liaison to secure the approvals required from the respective authorities as deem required. All required notifications, documentation and approvals required shall be properly maintained and recorded to that effect. The costs associated for the liaison with authorities and securing all necessary approvals shall be inclusive of the Contractors rates.

10.0 WATER AND ELECTRICITY SUPPLIES

It is the Contractor's responsibility to provide water, electricity and telephone for both construction purposes and also for the camps and offices. The Contractor is also made aware that most of the sites may be water scarce regions and that he shall not be entitled to any claim/s for extension of time due to non-availability of water for construction.

The Contractor's attention is drawn to the fact that no separate payment will be made for the provision of water, electricity and telephone and the Contractor shall be deemed to have included for these in his rates and prices. The Project Manager/Engineer/ Employer may reject any water, which in his opinion is contaminated and not sufficiently clean for the purpose intended.

11.0 NATURE OF GROUND AND CONDITIONS OF WORK

The Contractor must satisfy himself as to the general circumstances at the site of the works and the construction thereon, the form of river beds, and banks, the flows in the river, the surface of the ground and nature of the materials to be excavated, the possibility of subsidence from soft ground and bad and broken materials, and falls of rock in or arising out of the works, and the possibility of floods and landslides, and the rates and prices will be held to cover all such contingencies. The drainage works generally shall be carried out in advance of the rest of the works.

No additional allowance, related to time or cost, shall be made, after submission of offer, regarding the above stipulations.

12.0 FAULTY WORK

Any work which fails to comply with the Employer's requirements or which the project manager/engineer/Employer deems not to be of acceptable standards/ normal practices shall be rejected and the Contractor shall, at his own expense, make good any defects, as directed by and to the satisfaction of the Project Manager/Engineer.

13.0 CONTRACTOR'S ORDERS TO BE APPROVED

Before ordering any materials for incorporation in the Works, the Contractor shall inform the Project Manager/ Engineer/ Employer of the names of the persons or firms from whom he desires

to obtain such materials, and, except as regards small and unimportant matters, no order of such materials shall be given except with the sanction of the Project Manager/Engineer. The Contractor shall keep the Project Manager/ Engineer fully advised of all orders and delivery dates of all materials.

All materials shall be delivered to the site at a sufficient period of time before they are required for use in the works to enable the Project Manager/ Engineer to take such samples as he may wish for testing and approval. Any materials condemned as unsuitable for the Works shall be immediately removed from the site at the Contractor's expense.

The Contractor may propose alternative materials to those specified, provided that they are of equivalent quality and, subject to the Project Manager/ Engineer's approval, such materials may be used in the Works.

14.0 PROTECTION OF WORKS

The Contractor shall take all steps necessary to protect the Permanent Works and all stores and materials from the effects of weather, flood, theft, and shall be entirely responsible for any delay, damage or loss arising therefrom.

Furthermore, the Contractor should provide watchmen to protect:

1. Ongoing going works,
2. A period of six (6) months after issue of taking over certificate.

15.0 PROTECTION FROM WATER AND SEWAGE

The Contractor shall keep the whole of the works free from water & sewage and accept all risks of flooding from any cause whatsoever. The Contractor shall provide and maintain the necessary pumping plant to deal with all water which may flow into trenches or excavations and shall allow in his prices for such plant and all dams, pumping, shoring, temporary drains, sumps, etc. and shall clear away and make good at his own cost and to the satisfaction of the Project Manager/Engineer any damage caused. The drainage of the natural ground in the vicinity of the earthworks and drainage work generally shall be carried out in advance of the rest of the Works.

16.0 UNAUTHORIZED PERSONS

The Contractor should ensure that unauthorized persons are not allowed to get access on any part of the site.

17.0 CONTRACTOR'S WORKING AREA

The Contractor shall provide and maintain on site suitable offices. He shall also provide and maintain sufficient stores, tanks and workshops for the proper storage of materials, fuel, plant and

equipment. The stores shall be of such size and construction that they shall provide adequate protection of stocks, materials, fuel, Spares, etc. In quantities ensuring uninterrupted progress of the work and all costs in this connection shall be borne by the Contractor.

The Contractor shall make his own arrangements with the Employer, landowners or other Contractors working in or in the vicinity of the site for land which he wishes to use as access for the storage of his plant, materials and for the use of his own labour at his own costs.

The Contractor shall allow in his rates for all charges incurred by him for the offices and workshops

18.0 OFFICE FACILITIES

The Contractor shall provide through the Contract period and **two weeks after issue of the Letter of Acceptance office facilities** for each site for the use of Employer/Project Manager//Engineer which should consist of the following:

- (a) A meeting room for at least 15 persons **for each site** complete with amenities such as toilet basin, kitchenette etc
- (b) A fully equipped small containerised site office for each site
- (c) Amenities (toilet, & wash-hand basin) on each site
- (d) Space for parking facilities on each site,
- (e) First-aid box facilities on each site.

The following furniture/equipment shall be provided in site offices:

- (a) Two office desks with four drawers and two chairs,
- (b) One table for fifteen persons with office chairs in the meeting room (where required),
- (c) One plan chest with four drawers,
- (d) Two steel cupboards with lock,
- (e) One Microwave oven & Mini fridge in the kitchenette.
- (f) One Water Dispenser

Contractor to provide office with all sanitary measures including masks and hand sanitizers. Contractor to ensure that offices are regularly cleaned and disinfected and take necessary COVID-19 precautionary measures.

The office should be fitted with a split unit air-conditioner. Telephone facilities, electricity, potable water dispenser and internet facilities should be made available throughout the Contract duration.

19.0 SURVEY INSTRUMENTS AND CHAINMEN

The Contractor shall provide as required by, and for the use of the Civil/ Structural Engineer's Representative modern and accurate survey equipment as listed below. The Contractor shall also supply all other requisites necessary for checking the setting out and for measurement of the Works.

- 1 No. Modern Total Station and tripod, with targets (6 No)
- 4 No. and all communicating facilities
- 1 No. Modern automatic level and tripod
- 2No. Staff 5 metres long graduated at 0.005 m intervals
- 3No. 30 metres steel tapes
- 2No. Ranging meters with mm accuracy and a range of 200m
- 2No. 3m steel tapes
- 10 No. ranging rods, 2.5m long
- 2No. digital measure odometer (mini)
- 6 No. legged adjustable ranging pines

The instruments and equipment are to be in good working condition.

The Contractor shall also supply all other requisites necessary for checking the setting out and for the measurement of the Works.

The Contractor shall provide the services of two experienced chainmen throughout the Contract Period. The deployment of the chainman and the equipment shall be at the discretion of the Employer during normal working hours.

20.0 OVERHEAD POWER LINE

Where work is being carried out in the vicinity of overhead power lines, the Contractor shall be responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when cranes or other large masses of steel are in the vicinity of power lines: The Contractor's attention is drawn to BS162 which gives safe clearance for the various voltages.

21.0 CONTRACTOR'S RESPONSIBILITY REGARDING SERVICES

The Contractor shall acquaint himself with the position of all existing works and services such as surface water drains, water mains, electricity, telephone cables and telephone lines and poles, etc. before any excavation or other work likely to affect them is commenced.

The Contractor shall carry out a survey of any existing services which may interfere with or be damaged by the construction and shall submit this to the Project Manager and copy same to the Engineer and Employer together with his proposals, after having liaised and agreed with the authority concerned as to what measures will be taken to protect existing services, to provide

temporary deviations, etc. to ensure continuity in supply to the public and to maintain the flow of water in streams, rivers, conduits and pipelines.

Notwithstanding the foregoing requirements and without lessening the Contractor's responsibility, the Contractor shall inform the Client immediately if any existing works are exposed.

In all cases where such works are exposed, they shall be properly shored and hung up. Special care must be exercised in refilling to compact the ground under mains, cables, etc. and not to cover up exposed water meters and stopcock boxes, etc. Poles supporting cables, adjacent to the works shall be kept securely in place until the work is completed, and then shall be made safe and permanent.

The Contractor shall be responsible for arranging, for moving of services where necessitated by the works, subject to the approval of the Employer, and when instructed, shall pay for the moving of, and alteration to, services such as power lines, water pipes, telephone lines, etc.

Immediately after issue of instruction to commence work, the Contractor shall carry out a survey of all the existing services likely to be affected by the permanent works. He shall then liaise with the relevant authority for the removal, modification or diversion of the services.

In the case of electrical services, the Contractor shall contact the Central Electricity Board and/or the District or Municipal Councils and obtain a quotation for the diversion of power lines, underground cables or streetlights.

In the case of existing water pipes, the Contractor shall work in conjunction with the Central Water Authority (CWA) and the Project Manager/ Engineer for finalisation of all instructions regarding the works on CWA network.

In the case of existing sewerage pipes the Contractor shall work in conjunction with the Wastewater Management Authority (WMA) and the Project Manager/ Engineer for finalization of all instructions regarding the works on CWA network.

In case of existing telephone lines or cables, the Contractor shall contact Mauritius Telecom (MT) to ascertain the likely costs and any additional requirement such as ducts, etc. that might be required. The Contractor shall keep the Project Manager/ Engineer fully informed and obtain their approval for any orders placed or payments made.

In case of felling of trees, the Contractor shall be solely responsible to liaise with the Forestry Division of the Ministry of Agriculture.

The foregoing requirements will apply equally to any work on services or roads completed by the Contractor in an earlier stage of the Contract. Any damage to or interference with existing services or newly installed services occurred during the progress of the works shall be deemed to be the responsibility of the Contractor who shall undertake to make good, at his own expenses, any damage so caused to the services or other features and shall be liable in respect of all claims arising from such damage or interference however occasioned.

22.0 DAMAGE TO SERVICES

Any damage to, or interference with existing services, occasioned during the progress of the Works, shall be deemed to be the responsibility of the Contractor, who shall undertake to make good at his own expense any damage so caused to the existing services or other features and shall be liable in respect of all claims arising from such damage or interference however occasioned.

In the event of damage, the Contractor shall inform the authorities concerned, who may carry out the repairs themselves. In such a case, the Contractor shall pay for the cost of repairs within one month or else the Project Manager/ Engineer who shall request the Employer to deduct the sum, which is assessed to be reasonable from any monies due to the Contractor, after inspection of the accounts.

23.0 OBSTRUCTION OF ROADS AND FOOTPATHS

All work affecting traffic on public roads shall be in a manner approved by the traffic authorities, the police, the Project Manager/ Engineer. Before commencing work, the Contractor shall produce an agreed phased programme for such work.

The Contractor should ensure that the wheels of all vehicles leaving the site premises should be cleaned so as to avoid the deposition of all debris on public roads.

When roads are closed to traffic or traffic is otherwise restricted the Contractor shall supply erect and maintain, for the duration of Works (day and night), adequate warning barricades and diversion signs and any other signs or control light signals which may be considered necessary.

The Contractor shall not occupy or obstruct through his operations more than half of the width of any road in which Works are being executed, and he will include in his rates for removing excavated spoil to an approved tip and return when required for backfilling.

The Contractor must advise and obtain the consent of the Project Manager/ Engineer before commencing work in carriageways. The Contractor will be responsible for notifying Municipalities, District Councils, Traffic Management Unit, Ministry of Public Infrastructure and any other interested authority of his intention to carry out any work in carriageways and shall comply with all instructions of such authorities.

Such notice shall reach the relevant authority at least 14 days before the work is to commence.

24.0 TRAFFIC DIVERSION AND CONTROL

The Contractor shall be responsible for the safe and easy movement of road and pedestrian traffic, day and night, passing sections under construction. He shall bear all costs and shall be responsible for the provision of flagmen, guards, fences, barriers, lights, temporary warning signs of European Standard, such as reflectorised cones, sign plates, etc. as may be necessary for the safety and

direction of the public as required by the laws of Mauritius or local by-laws, or as ordered by the Project Manager/ Engineer/ Employer. He shall submit a detailed stage programme showing arrangements taken to ensure a smooth and safe traffic flow within 14 days after issue of works order. All such arrangements shall receive the approval of the Project Manager/ Engineer/ Employer.

For any diversion proposed, the prior clearance of the relevant authorities, namely the Ministry of National Infrastructure, Traffic Management Unit, Road Development Authority, Municipal Council, District Council and the Police Department should be obtained. The onus for seeking the required clearances shall be on the Contractor.

Existing roads, which have been used to accommodate diverted traffic, should be reinstated to a condition, at least similar to the condition before the diversion.

The attention of the Contractor is also drawn to the fact that diversion and accommodation of pedestrian traffic at each stage of the work should also be catered for to the satisfaction of the Project Manager/ Engineer. The Contractor shall erect and maintain on the works and at prescribed points on the approaches to the works all signs necessary for the proper direction and control of traffic and warning of the works. All these signs and locations shall be approved by the Project Manager/ Engineer before erection. Traffic signs shall be reflectorised with flashing beacons on dangerous points.

Where by reason of the Contractor's activities in the execution of the works, or for any other reason due to the execution of the Contract, public traffic cannot be safely accommodated on sections of the existing road, the Contractor shall construct and maintain temporary diversions as instructed by and to the approval of the Project Manager/ Engineer.

The Contractor shall prepare and submit to the Project Manager/ Engineer for his approval all of his site plans and drawings showing the alternative routes which will have to be followed by detoured traffic indicating all warning, directional, informative and other signs for the safe and easy movement of traffic. All such drawings shall be submitted reasonably in advance of the coming into operation of the said traffic diversion. The cost of all diversions and detours required for construction shall be borne by the Contractor.

The Contractor shall also submit with his tender a list of equipment which he proposes to use for diversion works.

25.0 SURVEY BEACONS

During the progress of the Works, the Contractor shall not remove, damage, alter or destroy in any way any plot beacons or survey beacons of the Survey Department of the Government of Mauritius. Should the Contractor consider that any survey beacon will be interfered with by the construction work or will ultimately be above or below the final level of the finished Works, he shall notify the Project Manager/ Engineer, who if he considers it necessary, will make arrangements for the removal and replacement of the beacon.

26.0 SURVEY AND EXPLORATORY EXCAVATIONS

Before any excavation or earthworks is commenced, the site shall be surveyed by the Contractor in a manner and to the necessary extent required. Drawings recording the survey shall be submitted to the Project Manager/ Engineer/ Employer in A1 format and soft copies.

The Contractor will be required to liaise with the Local Authority to pre-identify and carry out exploratory excavations, in the presence of the representatives of the Local Authority, to establish types and sizes of existing services where these exist prior to earthworks.

Once determined, the line of identified services should be noted and marked with waterproof crayon chalk or paint on paved surfaces, or wooden pegs in grassed or unsurfaced areas.

The trial pits shall be excavated to suitable size and carried out with due care so as to reduce the risk of damaging the services. Steel pins, spikes, long pegs or crow bar which could damage the services should not be used. Once the upper layer of 350mm has been excavated, hand digging should be carried to complete the trial pits.

The Contractor shall include in his rate, the above but also for the provision of barricading safety precautions and any other requirements by Authorities concerned. The services should then be indicated with respect to the works on an A1 size drawing to be submitted to the Project Manager/Engineer prior to commencement of earthworks.

27.0 FILLING IN HOLES AND TRENCHES

The Contractor immediately upon completion and approval of any work shall fill up all holes and trenches which may have been made or dug, level mounds or heaps of earth that may have been raised or made, and clear away all rubbish which may have become superfluous or have been occasioned or made by the execution of such work; and the Contractor shall bear and pay all costs, charges, damages and expenses which may be incurred or sustained on account or in consequence of any accident which may happen by reason of holes and trenches connected with the work being dug and left unfenced or material being left or placed in improper situations.

28.0 DILAPIDATION SURVEY & PROTECTION OF PROPERTIES

For works to be carried out near existing dwellings & properties, a dilapidation survey must be jointly carried out with Project Manager/ Engineer prior commencement of any work.

A detailed inspection should be carried out regarding the existing serviceability state of any roads, buildings, fences or land in the vicinity of operations and a record should be kept of their conditions with particular regard to any defects. These records, supported with photographs where appropriate, should be agreed with the owner or Local Authority, Employer and insurer or broker as a true record before any works commence. It may, for example, be necessary to affix tell tales across cracks in adjacent structures to determine if the works caused subsequent movement.

Works shall only commence after completion of dilapidation surveys as described above.

On completion of works or whenever requested by the Project Manager/ Engineer, the Contractor shall carry out a post dilapidation survey of all the existing dwellings & properties in the vicinity where works have been carried out.

The Contractor shall include all the above in his rates and Programme of Works.

The Contractor shall reinstate at his own expense and to the satisfaction of the Project Manager/ Engineer any damaged caused to the property identified during dilapidation survey, resulting from the execution of works by the Contractor.

29.0 SAMPLE HOUSE

The Contractor shall make all necessary arrangement, immediately after the start of the Contract and after award of the Contract, to start the construction of a sample housing block. This housing block shall be completed with all fittings, fixtures and all associated pipe works and services and shall be duly tested and commissioned to the full satisfaction of the Employer.

The Sample housing block as specified also, shall be completed within a maximum time period of 2 months with effect from the Contractual start date of Construction works. Works for the sample house shall be in parallel with the overall works for the project. To ensure such completion, the Contractor shall take timely action for the submission of the samples of all fittings and fixtures for approval by Architect/ Civil/ Structural Engineer/ MEP Engineer for their related items. No item of fittings and/or fixture will be allowed to be installed in the housing block if such items have not been priorly approved by the Architect/ Civil/ Structural Engineer/ MEP Engineer.

Furthermore, the bidder's attention is drawn to the fact that failure to complete the housing block within the time specified above, delay damages shall be levied against the bidder/contractor, until the completion of the sample housing block as per the provisions of the Contract.

30.0 SAMPLE MATERIALS

The Contractor shall supply within a period of 2 months following the award of Contract, samples of materials for approval by the Architect/ Structural/ Civil Engineer/MEP Engineer before any bulk ordering for such materials is made by the Contractor.

31.0 SIGNBOARDS

Signboards shall be erected by the Contractor at locations to be given by the Engineer. The signboard should be made up of 5 no. wooden planks, 2.5 m long, 200 mm wide and 25 mm thick,

bolted on 50 mm diameter galvanised pipes embedded in concrete and properly braced against wind loadings. The planks shall be painted white and the lettering blue.

The Contractor shall obtain instructions from the Project Manager/ Engineer in respect of the information to be displayed on the signboards.

32.0 LABORATORY TESTS

All tests as listed below required for the selection of materials, design of mixes, control of materials and workmanship in order to comply with the requirements of this Specification may be carried out in a fully-equipped laboratory having calibrated equipment and qualified and experienced technicians.

Laboratories having ISO certification and offering tests that are accredited by MAURITAS should be preferred. The proposed laboratory for testing should be submitted to the Engineer for approval.

All site tests and sampling shall be carried out by the Contractor's own qualified technicians but the Engineer or his representative shall be allowed at all times free access to and use of the testing facilities.

The Contractor should note that all tests are deemed included in the unit price for the works and that no extra claim would be entertained under laboratory tests.

The following laboratory tests shall be carried out by the Contractor for the following in accordance with the procedures given in the relevant standard:

(a) Cement, Concrete and Concrete Aggregates

Table 32-1: Relevant test specification for cement, concrete & aggregates

Description of Test	Relevant Specification
Ordinary Portland Cement Fineness and Strength	MS 36
Water for use with cement	BS 3148
Particle size analysis of aggregate	BS 812
Aggregate crushing value	BS 812
Flakiness	BS 882
Sampling fresh concrete	BS 1881
Slump test of concrete	BS 1881
Concrete cubes	BS 1881

(b) Soil, Materials for Sub-bases and Bases. and Aggregates for Bituminous Surfacing

Table 32-2: Test Specifications for bases, sub-bases and aggregates for bituminous surface

Description of Test	Relevant Specification
Liquid Limit	BS 1377
Plastic Limit	BS 1377
Plasticity Index	BS 1377
Linear Shrinkage	BS 1377
Specific Gravity of Soil	BS 1377
Specific Gravity of Aggregate	BS 1377
Particle Size Analysis of Soil	BS 1377
Particle Size Analysis of Aggregate	BS 812
Field Dry or Wet Density	BS 1377
Moisture Content of Soil or Aggregate	BS 812 (Subject to the Civil/ Structural Engineer's approval by Speedy Moisture Content to maker's instructions with calibration against oven-drying method BS 1377 Test 1A)

Table 32-3: Test Specifications for bases, sub-bases and aggregates for bituminous surface

Description of Test	Relevant Specification
Test for Silt, Clay and Impurities of Fine Aggregate Sedimentation or Decantation Method (in case of discrepancies, the Sedimentation Method shall rule).	BS 812
Bulk Density of Filler in Toluene	BS 812
BS Compaction Test on Soil or Aggregate 4.5 kg hammer	BS 1377
BS Vibrating Hammer Method Test	BS 1377
Aggregate Crushing Value	BS 812
Los Angeles Aggregate Abrasion Test	BS 812 or ASTM C131, C535
Soundness of Aggregate	BS 1438
California Bearing Ratio (CBR)	BS 1377
Determination of Sulphate Content	BS 1377 Test 9A

(c) Bituminous Materials

Table 32-4: Test specifications for Bituminous Materials

On representative samples Taken at the Plant	Relevant Specification
Particle Size Analysis	BS 812
Extraction of Bitumen	BS 598: Part 102
Marshall Stability and Flow	BS 598, ASTM D1559
Specific Gravity	ASTM D1188 or 02726 as appropriate

(e) Bitumen

Before ordering, the Contractor must furnish a test certificate as well as a sample quantity of 4 litres of the bitumen to be tested locally by an approved laboratory.

Every 1,000 tonnes of bitumen on every consignment must be accompanied by a Certificate of Testing from the supplier. The Certificate shall be that of an approved laboratory. If required by the Civil/ Structural Engineer, the following test shall be carried out at an approved laboratory.

Table 32-5: Relevant tests on Bitumen

Description of Test	Relevant Specification
Penetration Test	AASHTO T49
Viscosity — Temperature Relationship	ASTM D2493
Specific Gravity	ASTM D70
Softening Point (Ring and Ball)	ASTM D38
Solubility in Carbon Tetrachloride	ASTM D2042
Flash Point (Open cup)	ASTM D92

33.0 CONSTRUCTION CONTROL TESTING

All earthworks and layers of pavement construction will be subject to quality control testing and the Contractor must allow in his tender for any disturbance or delays to the sequence of his operations occasioned by such control testing.

The Contractor shall request, in writing, the Civil/ Structural Engineer's approval for each section of each layer of earthworks and pavement construction. Such requests shall be made only when the Contractor has carried out the necessary tests and is fully satisfied that the section of the work concerned is in the condition required by the Specification.

The Civil/ Structural Engineer shall thereupon without undue delay inspect the section of the works, analyse the test results submitted and inform the Contractor in writing whether he is accepting or rejecting the section(s) or layer concerned.

Work on layers shall in no circumstances commence until the preceding layers have been approved and accepted by the Civil/ Structural Engineer in writing. The Contractor is wholly responsible for protecting and maintaining the condition of the work which has been submitted for approval until such time as the required written approval has been given by the Civil/ Structural Engineer.

Before the last layer of earthworks (the 150 mm of material beneath the top of subgrade) is submitted for approval, all drainage and underground works shall have been substantially completed to the satisfaction of the Civil/ Structural Engineer.

34.0 ALTERATION IN FREQUENCY OF TESTS

Notwithstanding any provision in these Specifications as to the frequency of tests, the Engineer shall be empowered to alter the number, type or nature of such tests, as may, in his opinion, be necessary for the proper execution of the works. The Engineer shall be at liberty to increase the frequency of testing, and repeat tests which, in his opinion, are unsatisfactory and vary the nature and type of test.

35.0 SITE DIARY

In a site diary, the Contractor shall provide the following information on a daily basis:

- (a) List of equipment and plant on site with details on working conditions, breakdowns, etc.
- (b) List of labour and personnel.

In the site diary will also be written

- (a) Instructions and comments of the Project manager/ Engineer.
- (b) Replies from the Contractor and requests for approval or control tests.

The site diary shall be kept in the Site Office. At the end of each day of work, it shall be signed by the Contractor.

The records of the site diary should be forwarded to the Project Manager's office on a weekly basis.

36.0 PROGRESS OF WORKS

The Contractor shall submit fortnight reports to the Engineer's representative as detailed below:

- I. Fortnight reports shall include:
 - a. General weather report including average, maximum and minimum daily ambient temperatures, humidity, wind direction/velocity & rainfall data.
 - b. Contractor's labour and equipment returns.
 - c. Status on the order and delivery of materials, plant and equipment.
 - d. Brief summary of work completed.
 - e. Description of the extent and nature of the fortnight's work.
 - f. Details of any problems relating to the works with substantiating documentation if relevant.
 - g. Cumulative summaries of each work component such as building works for the housing units, roadwork, water work, drainage work, footpath, and so on as per the format required by the Project Manager.
 - h. Copies of quality assurance documents, test results and certificates of materials, equipment and plant tested with copies of test results where relevant- both for building and infrastructural works.
 - i. Charts illustrating physical progress achieved compared to the Contract programme – both for building and infrastructural works.
 - j. Coloured progress photographs illustrating progress and work completed on each section of the building and infrastructure works from positions to be selected by the Project Manager. Progress photographs shall be taken on a daily basis, irrespective of the amount of work completed.
 - k. Photographs shall be inscribed with the location, date taken, and a brief description or title. Each set of photographs shall comprise of three prints. All soft copies, in an approved format, shall be numbered and retained on the site. On completion of the works the soft copies on CD shall become the property of the Employer.
 - l. One print of each photograph shall be signed and dated on the back by the Project Manager and the Contractor and retained by the Project Manager as an agreed record.
 - m. Photographs shall be measured as the number of sets, each consisting of one soft copy on CD and two hard copies.
 - n. Charts illustrating the financial status of the Contract including value of works completed, certified, and monies received against planned disbursement.
 - o. A detailed programme of work both for building and infrastructure works to be carried out in the following month and a general forecast of works for the coming three months. The detailed programme shall be in compliance with the programme of works submitted at the beginning of the Contract and shall comply with the restrictions imposed by any relevant Authority. Mitigating measures for any delay or cost overruns should be elaborated in the fortnight report.
 - p. Any other details as may be required by the Project Manager.

The Contractor's attention is drawn to the fact that any payment is conditional upon the Project Manager/ Engineer having received all the above reports due in the Contract in that period as per Clause 14.3 of the Conditions of Contract.

37.0 PROVISIONAL ACCEPTANCE

After the completion of the works and at least eight (8) days before the date of provisional acceptance, the Contractor is to submit to the Project Manager/ Engineer the as-made drawings.

The drawings shall be supplied at the Contractor's expense in three (3) copies, including one original copy on film.

Failure to supply the as-made drawings on time shall automatically delay the provisional acceptance.

38.0 CLEARANCE OF SITE ON COMPLETION AND MAINTENANCE PERIOD

Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Project Manager/ Engineer.

The Project Manager/ Engineer will give the Contractor due notice of his intention to carry out any inspections during the period of Maintenance and the Contractor shall upon receipt of such notice arrange for a responsible representative to be present at the time and date given by the Project Manager/ Engineer. The representative shall render all necessary assistance and shall take note of the Project Manager/ Engineer's remarks.

39.0 QUALITY MANAGEMENT

The Contractor shall be responsible under the Contract for the quality and testing of materials, workmanship and production processes for the fulfilment of the Contract. To this end, the Contractor shall institute and operate a Quality Management system which details the following in order to satisfy the Specification relevant to each operation pursuant to the works in accordance with the Contract:

- Quality control procedures;
- Personnel responsibilities;
- Procurement procedures;
- Testing procedures, both on and off-site;
- Equipment and calibration;
- Frequency of testing, calibration, etc.;
- Hold points in production for inspection;
- Rejection and rectification procedures;
- Documentation and communication;
- Drawing issue procedures; and
- Drawing register.

As much of the testing as is practicable shall be carried out on Site, including trial, acceptance and routine testing to be implemented by the Contractor, and any other tests as instructed by the Engineer for any complementary investigations required from time to time during the course of the Contract.

40.0 QUALITY ASSURANCE

Notwithstanding any provisions made in the specifications, the Project Manager/ Engineer/ Employer shall have the authority to request the contractor to perform any such tests on any materials which the Project Manager/ Engineer/ Civil/ Structural Engineer/ Architect deems to be appropriate for ensuring quality and conformance to relevant standards.

41.0 CARE OF WORKS

Unless otherwise permitted by the Project Manager/ Engineer, all work shall be carried out, as near as may be practicable in the circumstances, in dry conditions, except where the work is required to be carried out in or with water or other fluids.

Where necessary and as far as practicable, the Works including materials for use in the Works shall be kept free of water and protected from damage due to water. Temporary drainage, pumping systems or other effective measures approved by the Project Manager/ Engineer shall be used. Silt and debris shall be intercepted with traps before water is discharged from the Site.

The discharge points of the temporary drainage and pumping systems shall be approved by the Project Manager/ Engineer. The Contractor shall make all arrangements with and obtain the necessary approvals and inspections from the relevant authorities for discharging water to drains, watercourses or the sea. The relevant work shall not start until the approved arrangements for disposal of the water have been implemented.

Measures shall be taken to prevent flotation of new and existing structures.

Works shall not be carried out in weather conditions that may adversely affect the works unless protection by methods agreed by the Project Manager/ Engineer is provided.

Finished works shall be protected with methods agreed by the Project Manager/ Engineer from damage that could arise from the execution of adjacent works.

42.0 DAMAGE OR INTERFERENCE

Works shall be carried out in such a manner that, as far as is reasonable and practicable, there is no damage to or interference with the following, other than such damage as is required to enable the execution of the Works:

- a. Watercourses;
- b. Utilities;
- c. Structures, roads including street furniture, or other property;
- d. Public or private vehicular or pedestrian accesses; and
- e. trees, graves and urns

The details of existing utilities are given for information only and the accuracy of the details is not guaranteed. The Contractor shall make his own enquiries and shall carefully excavate inspection pits to locate accurately the utilities indicated to him by the utility undertakings.

Temporary supports and protection to utilities shall be provided by methods agreed by the Project Manager/ Civil/ Structural Engineer/ Engineer. Permanent supports and protection shall be provided if instructed by the Project Manager/ Civil/ Structural Engineer/ Engineer.

Specification Requirements:

All internal doors should be of aluminium type with good quality ironmongeries, fittings, hinges, mortice locks and latches and glazing, if so required. The colours of all aluminium sections should be as per site instruction and samples should be submitted to NHDC for approval. All necessary signage should be displayed on doors as required.

The design of the whole structure should be approved by a registered and certified civil/structural Engineer.

Transport of all materials to sites of works should be provided by the Contractor.

Construction Materials, Plant and Equipment

Construction materials, plant, tools and any other equipment should be provided by the Contractor.

Materials and Plant of Contractor

NHDC will not be responsible for any damage caused to plant and materials on the site.

Clearance of Site of Work on Completion

The site of works should be cleared of all surplus earth and materials before handing over to the NHDC. All damages caused to adjacent features, existing building structures, tarmac, fencing, etc to be made good to the satisfaction of NHDC.

SCHEDULES OF PRICES

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder along with a Bill of Quantities and submit same along with his bid.

1 Schedule I _Price Proposal_ Design, Drawings and Documentation (Base Offer)

Sr. No.	Item Code / Item Reference Number	Description	Unit	Quantity	Offer Rate (In MUR-Excluding VAT)	Offer Amount (In MUR-Excluding VAT)
Public Body	Public Body	Public Body	Public Body	Public Body	Supplier	Auto Calculate (Offer Rate x Quantity)
1	Nil	Design and Build and Turnkey contracts of 52 Housing Units on available state land with existing infrastructure works at Quatre Cocos	Sum	1		
2	Nil	Any other item of works that has been described in this bidding document. Note: Bidder to submit list.	Sum	1		
3	Nil	Any other works deemed necessary to enable the Bidder to perform what is required from him to submit a proper proposal and fit for purpose. Note: Bidder to submit list.	Sum	1		

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

[illegible]

3. Schedule V_ Price Proposal: Civil works, Installations and other Services (Base Offer)

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid

Serial No	Item Description	Local Cost Component in MUR	Foreign Cost Component in MUR	Total Amount in MUR
1.1				

[illegible]

4. Provisional Sum and Contingencies for Design and Build Works (Base)

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

Serial No	Specified Provisional /Contingencies amount	Unit	Base Rate MUR	Total Amount MUR
1	CONTINGENCY SUM MUR 10,000,000.00/.	Sum	10,000,000.00	10,000,000.00
2				
3				
4				

5. Grand Summary of Schedules (Base Offer) for Design and Build Works

Bidders shall prepare the information required and, in the format, as indicated in the table hereunder and submit same along with his bid.

General Summary Schedules	Total Amount MUR
Schedule I_ Price Proposal_ Design, Drawings and Documentation (Base Offer)	
Schedule III _ Price Proposal_ Plant & Equipment, including mandatory spare parts, (Base Offer)	
Schedule V_ Price Proposal – Civil Works, Installations and other Services (Base Offer)	
Schedule VII_ Price Proposal_ Design, Civil Works and Documentation (Additional Items for Base Offer)	
Schedule VIII_ Price Proposal _ Plant & Equipment, including mandatory spare parts (Additional items for Base Offer)	
Schedule IX_ Price Proposal _ Civil Works, Installations and Other Services (Additional items for Base offer)	
Provisional Sums and Contingencies (Total of all specified amount for Base Offer).	10,000,000.00

Note: Bidder to submit another set of Schedules 1 to 5 for Alternative Bid/Offer. Same should be clearly marked as (Alternative Bid/ Offer)

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORM

Section VI. General Conditions (GC)

The Conditions of Contract comprise two parts: Part I – General Conditions (Section 2 of this document), and Part II – Conditions of Particular Application (Section 3 of this document) as per FIDIC Plant and Design Build First Edition 1999.

The standard text of the FIDIC General Conditions of contract should be retained intact to facilitate its reading and interpretation by bidders. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the "Particular Conditions of Contract". Sample Particular Conditions, applicable to the above FIDIC Conditions of Contract some of which have been adopted from the Standard Bidding Document of Millennium Challenge Corporation of United States of America, are included under Section 3, for ease of bidding documents preparation. The public body should not consider these sample Particular Conditions as exhaustive as it is its responsibility to amend these conditions to best suit the particular project.

Copies of the FIDIC Conditions of Contract can be obtained from:

**FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003**

Section VII. Particular Conditions (PC)

The following Particular Conditions as Part II of the Conditions of Contract shall supplement Part I of the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

1. General Provisions

Sub-Clause 1.1.1

The Contract

Amend Sub-Clause 1.1.1.1 (“Contract”) by adding the following at the end:

“The words ‘Agreement’ and ‘Contract’ are used interchangeably.”

Delete Sub-Clause 1.1.1.6 (“Schedules”) in its entirety and replace with the following:

“Schedules” means the document(s) entitled schedules, completed by the Contractor, and submitted with the Letter of Tender, as included in the Contract. Such document shall include Bills of Quantities, data, lists and schedule of payments and/ or prices.

Amend Sub-Clause 1.1.1.8 (“Tender”) by adding the following at the end:

“The word ‘tender’ is synonymous with ‘Bid,’ and the words ‘Letter of Tender’ with ‘Letter of Bid’, and the words ‘Appendix to Tender’ with ‘Appendix to Bid,’ and the words ‘tender documents’ with ‘Bidding Documents.’”

Sub-Clause 1.1.2.2

The Employer is the National Housing Development Co. Ltd
Address: Level 1, Tower 1, NexTeracom, Rue Du Savoir, Ebene.

Sub-Clause 1.1.2.4

The Engineer is The Project Manager (Design & Supervision Team) appointed by the Contractor.

Sub-Clause 1.1.2.6

Delete Sub-Clause 1.1.2.6 (“Employer’s Personnel”) in its entirety and replace with the following:

“Employer’s Personnel” shall mean all other staff, labour and other employees of the Employer; and any other personnel notified to the Contractor, by the Employer as Employer’s Personnel.

Sub-Clause 1.4

Law and Language

Replace the text of Sub-Clause 1.4 and add the following:

"The law of the Contract is the law of Mauritius.

“The language is English language. All Correspondence between Contractor and Employer shall be in English”

Sub-Clause 1.5
Priority of Documents

Delete the list of documents listed under (a) to (h) in its entirety and replace with the following:

“

- (a) the Contract Agreement;
- (b) the Letter of Acceptance;
- (c) the Letter of Tender
- (d) the Appendix To Bid
- (e) the Particular Conditions (PC)
- (f) the General Conditions (GC)
- (g) the Addenda and Corrigenda, if any;
- (h) the Employer's Requirements;
- (i) the Contractor's Proposal;
- (j) the Drawings;
- (k) the Schedules; and
- (l) Any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction upon receipt of the Contractor's clarification in respect thereof.”

Sub-Clause 1.12
Confidential Details

Delete Sub-Clause 1.12 in its entirety and replace with the following:

“The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out its obligations under it. The Contractor shall not publish, permit to be published or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the consent the prior consent in writing of the Employer.”

The Contractor and the Contractor's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

The Contractor shall ensure that the requirements imposed on the Contractor by this Sub-Clause apply equally to each Subcontractor.

Sub-Clause 1.13
Compliance with Laws

Insert the following new Sub-Clause 1.13(c) as follows:

“(c) The Contractor shall acquaint himself and comply with all regulations in respect of plant and equipment, materials, fiscal taxes, custom duties, registration duties, transfer of capital, etc. also all regulations regarding the employment of its labour force, staff and other Personnel, as well as the provisions of applicable Laws and Regulations of Mauritius.

Sub-Clause 1.15
Corrupt and Fraudulent
Practices

No claim by the Contractor for additional payment will be entertained by the Employer on the grounds of any misunderstanding or misinterpretation in respect of any such matter or otherwise.”

Insert the following new Sub-Clause 1.15 as follows:

“Neither the Contractor nor any of the Contractor’s Personnel or Subcontractors or members constituting the Contractor (where the Contractor is a joint venture, consortium or other unincorporated grouping of two or more persons) shall, in connection with the Contractor and the Project, either directly or indirectly, in any of the following activities or practices:

- (i). The offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party, including the Employer or Government Authority;
- (ii). Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party (including the Employer or any Government Authority) to obtain a financial or other benefit or to avoid an obligation;
- (iii). Entering into any arrangement designed to achieve an improper purpose, including to influence improperly the actions of another party (including the Employer or any Government Authority);
- (iv). Impairing or harming or threatening to impair or harm, directly or indirectly, any party (including the Employer or any Government Authority) or the property of such party to influence improperly the actions of the said party;
- (v). Engaging in any obstructive practice, being:
 - (a) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of any of the prohibited practices referred to in sub paragraphs (i) to (iv) above; and/or threatening, harassing or intimidating any party (including the Employer or any Government Authority) to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Employer’s inspection and audit rights provided for under the Contract.

The Contractor shall indemnify and hold harmless the Employer and the Employer's personnel against and from the consequences of any failure on the part of the Contractor to comply with this Sub-Clause."

**Sub-Clause 2.1
Right of Access to the
Site**

Delete the first sentence of this Sub-Clause and replace with the following:

"The Employer shall give the Contractor right of access to, and possession of, such parts of the Site to enable the Contractor to perform the Works within the time stated. However, the Employer may withhold any such right or possession until the Performance Security has been received"

**Sub-Clause 2.4
Employer's Financial
Arrangement**

Delete Sub-Clause 2.4 in its entirety.

3. The Engineer

**Sub-Clause 3.1
Engineer's Duties
and Authority**

Amend Sub-Clause 3.1 by replacing the word "may" in the first sentence of the third paragraph with the word "shall".

Amend Subpara. (b) of Sub-Clause 3.1 by deleting the word "and" at the end.

Amend Subpara. (c) of Sub-Clause 3.1 by replacing the period at the end with "; and".

Amend Sub-Clause 3.1 by adding the following at the end:

"(d) any act by the Engineer in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

"The following provisions also shall apply:

"The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (i) Sub-Clause 4.12 [*Unforeseeable Physical Conditions*]: Agreeing to or determining an extension of time and/or additional cost.

- (ii) Sub-Clause 10.1 [*Taking-over of the Works and Sections*]: Prior to issuing Taking-Over Certificate.
- (iii) Sub-Clause 11.9 [*Performance Certificate*]: Prior to issuing Performance Certificate.
- (iv) Sub-Clause 13.1 [*Right to Vary*]: Instructing a Variation, in the aggregate value of MUR 200,000.00 or higher.
- (v) Sub-Clause 13.3 [*Variation Procedure*]: Approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.1 [*Right to Vary*] or 13.2 [*Value Engineering*], in the aggregate value of MUR 200,000.00 or higher.
- (vi) Sub-Clause 13.4 [*Payment in Applicable Currencies*]: Specifying the amount payable in each of the applicable currencies.

“Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. Within 7 days of having issued such emergency instructions, the Engineer shall submit written documentation of such instructions to the Employer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 [*Variations and Adjustments*] and shall notify the Contractor accordingly, with a copy to the Employer.”

Sub-Clause 3.5 Determinations

Delete the last sentence of second paragraph of Sub-Clause 3.5 and replace by the following:

“Either Party may refer the dispute to Amicable Settlement in accordance with Sub-Clause 20.5 [*Amicable Settlement*].

4. The Contractor

Sub-Clause 4.1

Contractor's General
Obligations

(a) Add the following sentence to precede the existing text under Sub-Clause 4.1:

"The Contractor is required to check the design criteria and calculations (if any) included in the Employer's Requirements, to confirm their correctness, in its bid and to assume full responsibility for them."

'**Amend** sub-clause **4.1** by adding the following at the end'.

- a. "The Contractor and its Subcontractors, including their respective personnel and affiliates, shall at all times during the term of this Contract have the nationality of a country or territory eligible, in accordance with the contract., The Contractor or a Subcontractor and their respective personnel and affiliates shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- b. "All Equipment, Materials, Plant and any services to be incorporated in or required for the Works shall have their origin in Eligible Countries.
- c. "For the purpose of this Sub-Clause 4.1, "origin" means the place where the Equipment, Materials or Plant have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components. With respect to any services, the term "origin" means the place from which the services are supplied."
- d. "The contractor shall permit, and shall cause its subcontractors and consultants to permit, the employer and/or persons authorized by the employer to inspect the contractor's offices and all accounts and records relating to the performance of the contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the employer if requested by the employer."

Sub-Clause 4.2
Performance Security

Delete the first two paragraphs of Sub-Clause 4.2 and substitute with the following:

The Performance security shall be 10 % of the Accepted Contract Amount inclusive of provisional and contingencies sum and excluding VAT.

The contractor shall obtain and provide to the Employer with a copy to the Engineer, within Twenty-Eight (28) days after receipt of the Letter of Acceptance, a security for his proper performance of the Contract in the sum stated in the Appendix to Tender.

The Performance security shall be furnished by a local bank registered in Mauritius and acceptable to the Employer and shall be unconditional (on demand).

Add Sub- Clause 4.2 (i)

Amend Sub-Clause 4.2 (i) by adding the following at the end:

Without limitation to the other provisions of this Sub-Clause 4.2, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Engineer's written request, shall promptly increase the value of the Performance Security in the applicable currency by an equal percentage.

The Performance Security of a joint venture or other consortium shall be issued so as to commit fully all partners to the proposed joint venture or other consortium. If the joint venture has not been legally constituted at the time the performance security is provided, the performance security shall be in the name of all future partners.

The performance security shall be in the form of a bank/insurance guarantee, issued either (a) by a bank/insurance company located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) directly by a foreign bank acceptable to the Employer. The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable.

The cost of complying with the requirements of this clause shall be borne by the contractor.

Preference Security

Add Sub- Clause 4.2 (ii)

Where the Contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

- (a) in the execution of the contract, fulfill its obligation of maintaining local manpower for a minimum of 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and
- (b) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.
- (c) For contracts above Rs 100M, the selected bidder having benefitted from the application of the Margin of Preference for employment of local manpower shall submit a preference security in the form of a bank guarantee from a local bank.
- (d) 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.
- (e) The preference security shall serve as a guarantee for the contractor to fulfill its obligation to employ local manpower for a minimum of 80 % or more of the total man-days deployed for the execution of the works contract.
- (f) 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.
- (g) The preference security shall be valid until the Contractor has completed the Works and a Taking-over Certificate has been issued by the Engineer as per Sub-Clause 10.
- (h) The cost of providing the security shall be borne by the Contractor.

❖ Add Sub-Clause 4.2 (iii)

Where a preference security is applicable:

- (a) the Engineer shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.
- (b) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Project Manager/ Engineer.
- (c) the Engineer and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the works execution.
- (d) At the time of works completion, the Contractor shall submit a certified audit report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.
- (e) The preference security shall be forfeited by the Employer in case of failure on the part of the Contractor to employ a minimum of 80 % of the local manpower in the execution of the works.

Sub-Clause 4.3
Contractor's
Representative

Amend Sub-Clause 4.3 by adding the following at the end:

"The Contractor's Representative shall be the Contract Manager with qualifications and experience as set forth in the Employer's Requirements."

"If the Engineer determines that the Contractor's Representative or any of Contractor's personnel are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

Sub-Clause 4.4
Subcontractors

Amend Sub-Clause 4.4 by adding the following at the end:

"The consent of the Engineer shall not be required if the subcontract is less than 0.01% of the Accepted Contract Amount."

Sub-Clause 4.6
Co-operation

At the end of the first paragraph of Sub-Clause 4.6, add the following paragraphs.

The Contractor shall attend all coordination meetings arranged by the Employer/ Engineer with all the stakeholders and “force-vive” or “syndic” with respect to works under this Contract.

Sub-Clause 4.8
Safety Procedures

Amend Sub-Clause 4.8 by adding the following at the end:

The Contractor shall ensure that all temporary scaffolds erected for undertaking the works are secured firmly to the ground. The Contractor shall ensure that these do not obstruct normal passageways and shall be properly shielded with planks/steel plates to restrict any unauthorized access or freefall of materials.

Appropriate rigid protection measures shall be taken to prevent any debris or other materials from free fall to be stopped before reaching the ground. The Contractor shall take appropriate measures as may be instructed by the Engineer in this connection. All costs associated for ensuring safety, erection of appropriate warning signs and measures for protection of the residents shall be borne by the Contractor.

The Contractor shall be responsible for any accidents and damage done to a third party resulting from the works being undertaken by him.

The Contractor to abide to all safety measures as per the Occupational Safety and Health Act (2005) and the Worker’s right Act (2019).

The Contractor shall notify the Engineer and Employer within 48 hours or as soon as reasonably possible after the occurrence of any accident which has resulted in damage or loss of property, disability or loss of human life, or which has or which could reasonably be foreseen to have a material impact on the environment and shall submit to the Engineer and Employer no later than 28 days after the occurrence of such an event, a summary report thereof.

The Contractor shall comply with all necessary regulations issued by Authorities with respect to Covid-19 to protect his workers and prevent the propagation of the pandemic.”

Sub-Clause 4.10

Site Data

Delete Sub-Clause 4.10 in its entirety and replace as follows:

The Contractor shall be deemed to have inspected and examined the site, its surroundings and all constraint that may impact on the execution of the works under the contract.

The Contractor shall have to liaise with the residents at all times to avoid any nuisance to them during the execution of the Works and maintain free access to their respective housing units.

The Contractor shall read and interpret the Geotechnical investigation reports, and authority views annexed (if any) to Employer's requirements to ensure that all design criteria are met and to facilitate smooth execution of works by taking all necessary precautions with respect to underground works.

The Employer shall have no responsibility, and make no representation or warranty (expressed or implied), with respect to the accuracy, sufficiency or completeness of any data, information or documentation provided to the Contractor at any time, nor any conclusions or interpretations made in such data, information or documentation. All data, information or documentation supplied to the Contractor shall be treated by the Contractor as reference only and the Contractor shall perform its own investigations and due diligence to verify the accuracy, sufficiency or completeness of all such data, information or documentation.

Sub-Clause 4.11Sufficiency of the
Accepted Contract
amount

Add the following at the end of sub-clause 4.11.

The contractor shall have to scrutinize the tender documents & Employer's requirements (with its annexes) at tender stage itself and inform the employer of any error and/or discrepancies identified thereof. The bidder shall inform the employer of any such errors/discrepancies during the period allowed for clarification purposes at tender stage, whereby the employer shall provide clarifications accordingly. Failure to draw the attention of the Employer on any discrepancy shall be interpreted as if the discrepancy has already been rectified by appropriate allowances in the Contract Price and no claim whatsoever for extension of time or payment shall be entertained accordingly.

Sub-Clause 4.14Avoidance
Interference

of

Add the following at the end of Sub-Clause 4.14:

The Contractor shall provide and maintain all detours, temporary roads including any temporary drainage measures, barriers, warning and guide signs, temporary traffic lights, and any other road equipment at all hours during day and night.

He shall within 14 days following the order to proceed with the works, submit a detailed stage programme showing all arrangements to be taken to ensure a smooth and safe traffic flow.

The Contractor shall liaise with the appropriate Authorities in the application of this Clause. No claim for any damage caused by the traffic will be entertained by the Employer.

The Contractor shall be responsible for ensuring the safety of all persons and property on the site. When existing fences and gates have to be removed or altered for the proper execution of the Works, the Contractor shall erect temporary fencing and gates and, if required, provide watchmen, provided always that the fences or gates referred to have not been the subject of a negotiated agreement for compensation whereby the owner or tenant has been made responsible for such removal or alteration.

The Contractor shall ensure that no fence or gate, except where these are required to be removed or altered for the proper execution of the Works, is damaged and that no gates are left open which may constitute a potential hazard.

The Contractor shall acquaint himself with the position of all existing services, such as surface water drains, cables for electricity and telephone, telephone and lighting poles, water mains, and the like before commencing any excavation or other work likely to affect the existing services.

Where work is to be carried out in the vicinity of overhead power lines, the Contractor shall ensure that all persons working in such areas are aware of the relatively large distance that high voltage electricity can "short" to earth when crane, or other large masses of steel, are in the vicinity of power lines. The Contractor's attention is drawn to B.S. 162 which gives safe clearance for the various voltages.

Sub-Clause 4.18

Protection of the
Environment

The Contractor shall be held responsible for injury to existing works or services, and shall indemnify the Employer against any claims in this respect (including consequential damages). The Contractor shall be responsible for the reinstatement of the services so affected.

In all cases where such works or services are exposed, they shall be properly shored, hung up or otherwise protected. Special care must be exercised in filling and compacting the ground under mains, cable, etc., and to leave uncovered exposed water meters, stopcock boxes and similar items.

Installations adjacent to the Works shall be kept securely in place until the work is completed and shall then be made as safe and permanent as before.

Notwithstanding the foregoing requirements, and without reducing the Contractor's responsibility, the Contractor shall inform the Engineer immediately if any existing works or services are located, exposed or damaged.

The Contractor shall be responsible for arranging for the moving of or alterations to services such as power and telephone lines, water mains, sewers and surface water drains, which are affected by the Works. The arrangements for such moving or alteration shall be subject to the agreement of the Engineer.

Amend Sub-Clause 4.18 by adding the following at the end:

The Contractor shall be responsible for ensuring that all Subcontractor's and Contractor's Personnel understand and operate in accordance with the principles and requirements of the environmental and social impacts provisions of this Sub-Clause.

The Contractor's program shall demonstrate clearly the procedures and methods of working that the Contractor and its Subcontractors will adopt to comply with the environmental and social impacts requirements of this Sub-Clause.

The Contractor shall ensure the adequate disposal of construction and excavation wastes.

The Contractor shall restore the Site to original conditions or to a state as set out in the Employer's Requirements after the completion of the Works.

Sub-Clause 4.19
Electricity, Water and Gas

Delete in the first paragraph the following text “, except as stated below” and the second and third paragraphs in its entirety under this Sub-Clause.

Sub-Clause 4.20
Employer’s Equipment and Free-Issue Material

Delete this Sub-Clause in its entirety.

Sub-Clause 4.21
Progress Reports

Amend Sub-Clause 4.21 by adding the following at the end:

Within 7 days of the submission by the Contractor of each monthly progress report, the Engineer and the Employer shall meet with the Contractor to discuss the progress of the Works.

The Contractor shall provide progress report three days prior to each fortnight site meeting.

The final format of the progress report will be discussed with the contractor during site meetings.

Generally, a non-exhaustive list of items that are to be included in the progress report by the Contractor is as follows:

- (i) Actual Progress achieved on site against programmed progress.
- (ii) Procurement Plan and expected approval dates.
- (iii) List of Subcontractors and Suppliers.
- (iv) Delay Schedule/delay event.
- (v) Payment Schedule.
- (vi) Updated Programme of Works.
- (vii) Resources being deployed by Contractor (manpower and Equipment).
- (viii) Forecast for the next fortnight & allocation of resource for each task.
- (ix) Any Risk Event encountered.
- (x) General Weather report (as detailed in the general specifications).
- (xi) Site Establishment Plan.
- (xii) Health and Safety Report.
- (xiii) Reports of any issues with neighbourhood (such as noise, dust, vibrations, safety etc).
- (xiv) Daily Progress Photographs
- (xv) Employment Records of Workers all as per Sub-Clause 6.14”

5. Design

Sub-Clause 5.4

Technical Standards and Regulations

Add the following sentence to the end of the Sub-Clause 5.4:

In respect of technical specifications and standards, any national or international standards which promise to confer equal or better quality than the standards specified will also be acceptable.

6. Staff and Labour

Sub-Clause 6.4

Labour Laws

To add at the end of this sub-clause:

Notwithstanding the above provisions and any other provisions under Part I, the employer and the contractor shall comply with the following:

- 1.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-
 - (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by Remuneration Regulations made under the Employment Relation Act 2019 and subsequent amendment.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work which are not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 1.2 No contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:
 - (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

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

(c) containing such other information as the authorized officer administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

1.3 Where the authorized officer is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

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

Sub-Clause 6.8
Contractor's
Superintendence

Amend Sub-Clause 6.8 by adding the following at the end:

If the Engineer determines that the Contractor's Personnel providing superintendence have inadequate knowledge of such language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

Sub-Clause 6.12
Foreign Personnel

Add the following new Sub-Clause 6.12:

The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be fully responsible for the mobilization and return of these personnel to the place where they were recruited or to their domicile by taking all necessary sanitary conditions imposed by the laws of Mauritius. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial."

The Contractor should be fully aware of the regulations imposed by authorities with respect to COVID- 19 protocols, whereby safety precautions would be applicable for the bringing of foreign personnel to the Country. The Contractor would be responsible to ensure that these regulations are being abided by, and all necessary arrangements are made so that progress of works is not affected due to lack of foreign personnel.

The Employer shall not be responsible for any delays incurred by the Contractor for obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel."

Sub-Clause 6.13
Prohibition of Harmful
Child Labor

Add the following new Sub-Clause 6.13:

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

Sub-Clause 6.14
Employment Records of
Workers

Add the following new Sub-Clause 6.14:

The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Records of Contractor's Personnel and Equipment*]."

Sub-Clause 6.15
Measures against Insect
& Pest Nuisance

Add the following new Sub-Clause 6.15:

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide its staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. The Contractor shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected

		on the Site. Such treatment shall be carried out at least once a year or as instructed by such authorities.
Sub-Clause 6.16 Epidemics	6.16	<p><i>Add the following new Sub-Clause 6.16:</i></p> <p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing and overcoming the same.</p>
Sub-Clause 6.17 Alcoholic Liquors or Drug		<p><i>Add the following new Sub-Clause 6.17:</i></p> <p>The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents staff or labour.</p>
Sub-Clause 6.18 Arms and Ammunition		<p><i>Add the following new Sub-Clause 6.18:</i></p> <p>The contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer to the same as aforesaid.</p>
Sub-Clause 6.19 Festivals and Religious Customs		<p><i>Add the following new Sub-Clause 6.19:</i></p> <p>The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.</p>

7. Plant, Materials and Workmanship

Sub-Clause 7.7 Ownership of Plant and Materials		<p>Delete Sub-Clause 7.7 in its entirety and replace with the following:</p> <p>Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <ul style="list-style-type: none"> (a) when it is delivered to the Site; (b) when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 8.10 [Payment for
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Plant and Materials in Event of Suspension]; and
 (c) When the materials are delivered to an approved off site location and payment is made for under sub-clause 14.5 (c) of the Conditions of Contract.

Sub-Clause 7.9
 Shortage of Materials

Add the following new sub-clause after sub-clause 7.8

The Contractor shall ensure that during all phases of the performance of the Contract, he has adequate materials on site and shall ensure that adequate supplies of materials will be available to him for execution of the Contract.”

If despite all precautions taken by the Contractor, he encounters a shortage of materials on the local market which affects directly the execution of the works, then the Contractor may upon provisions of sub-clause 20.1 be exceptionally entitled to an extension of time, provided that the Engineer is convinced that there is in fact such a shortage of materials and there is no alternative material on the local market. Such extension of time does not entitle the Contractor to any claim for additional payment.

Sub-Clause 7.10
 Quality of Materials,
 Plant and Workmanship

Add the following new sub-clause after sub-clause 7.9

- (a) The Contractor shall guarantee the strength and quality of all materials supplied by him and all workmanship and he shall not be relieved of any of his obligations with respect to the sufficiency of the materials and works by reason of no objection having been taken by the Engineer although the same may have been inspected by him in regular course. The Contractor shall furnish all information as to the quality, weight, constituent substances, dimension, levels, strength and description of the materials and works and give the Engineer such particulars as may be required.
- (b) On receipt of any materials supplied to the Contractor from the Employer, the Contractor shall examine them and if no report be received by the Engineer within seven days of the delivery of any materials they shall be deemed to have been received by the Contractor without defect or deficiency.
- (c) The Contractor shall be required so far as may be consistent with his obligations under the Contract to make the maximum possible use of local materials. The origin of any materials proposed must be to the Engineer's approval.

- (d) All materials and things of any kind obtained from demolition, excavations or found on or under the site or on or under any additional site which the Contractor may be allowed to occupy, shall remain the property of the Employer and shall not be used in the Works or sold or otherwise disposed of without the written authority of the Engineer. No excavations are to be made upon the site or additional site beyond those shown in the drawings or described in the Technical Specifications without the previous written authority of the Engineer. A refusal by the Engineer to grant an authority under this Clause shall be absolutely final.

Sub-Clause 7.11
Restriction on
Eligibility

Add the following new sub-clause after sub-clause 7.10

- (a) Any materials, equipment, services or design services which will be incorporated in or required for the Contract, as well as the Contractor's Equipment and other supplies, shall have their origin in eligible source countries.
- (b) For the purpose of this clause, "services" means the works and all project-related services including design services.
- (c) For the purposes of this clause, "origin" means the place where the materials and equipment were mined, grown, produced, or manufactured, or from which the services are provided.
- (d) The origin of Goods and Services is distinct from the nationality of the Supplier."

8. Commencement, Delays and Suspension

Sub-Clause 8.1
Commencement of
Work

Replace "42 days" in the third line of first paragraph by "7 days"

Sub-Clause 8.3
Programme

Replace "28 days" in the first line of first paragraph by "7 days"

Replace 2nd sentence of sub-clause 8.3 by the following:

The Contractor shall submit to the Engineer revised programme of works (P.O.W) each fortnight showing records of actual

Sub-clause 8.4

Extension of Time for completion

progress, the critical path, variations, changes of logic, methods and sequences, mitigation or acceleration measures, and any extension of time (EoT) granted.

The revised P.O.W would be used to manage claims for extension of time under sub-clause 8.4 of the conditions of contract. Records of any delay event would be made based on revised P.O.W. from contractor. Failure from contractor to submit timely revised P.O.W will affect the contractor's claim for extension of time (EoT). The P.O.W should be made from commercially available software and should be based on the Critical Path Method.

All programmes shall be submitted in editable soft copies (MS Project or similar) and clearly readable hard copies.

The Contractor shall keep the following records at all times:

- Programme Records
- Progress Records
- Resource Records
- Cost Records
- Correspondence and Administration records
- Contract and bidding documents

Replace “21 days” in the first line of second paragraph by “14 days”

Replace paragraph (c) and add new paragraph as follows:

“(c) exceptionally adverse climatic conditions, defined as any one of the following events:

- (i). Rainfall -Intensity of greater than 50mm per 24 hours or continuous rainfall at the site causing an interruption exceeding 4 hours. Measurements are to be obtained from the Department of Meteorological Services for the measuring station nearest to the site in hourly format.
- (ii). Wind - Cyclone Warning Class 3 or 4 prevailing in Mauritius.
- (iii). An official declaration of “Torrential rain” by the Meteorological Department of Mauritius.”

Add the following new paragraphs at the end of Sub-Clause 8.4:

The Contractor shall not be entitled for any extension of time with costs on account of extension of time due to exceptionally adverse climatic conditions.

The Contractor shall not be entitled for any claim whatsoever for additional payment for any extension of time granted due to delays as a result of adverse climatic conditions.

Any public holidays declared by the Government of Mauritius over and above the official list of public holidays will be granted at no additional cost.

Any lockdown declared by the Government of Mauritius with regard to Covid 19 or health related pandemic will be granted at no additional cost.

Amend Sub-Clause 8.6 by inserting the following at the end:

Sub-Clause 8.6
Rate of Progress

Additional costs of revised methods, including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [*Extension of Time for Completion*] shall not be paid by the Employer.

Delete Sub-Clause 8.7 in its entirety and substitute as follows:

Sub-Clause 8.7
Delay Damages

If the Contractor fails to comply with the Time for Completion in accordance with Sub-Clause 8.2 for the whole of the Works or, if applicable, any section within the relevant time prescribed by Sub-Clause 8.2, then the Contractor shall be automatically "in mora" (en demeure) without it being necessary for the Employer to fulfil any legal formality either judicial or extra-judicial especially to serve a notice "mise-en demeure" and the Contractor shall pay the Employer the sum stated in Appendix to Tender as delay damages for such default for every day or part of a day which shall elapse between the relevant Time for Completion or extended time as the case may be and the date of completion of the Works.

The Employer may without prejudice to any method of recovery deduct the amount of such damages from any monies in his hands, due, or which may become due, to the Contractor. The payment or deduction of any such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract."

Sub-Clause 8.12

Amend Sub-Clause 8.12 by inserting the following at the end:

Resumption of Work

“after receiving from the Engineer an instruction to this effect under Clause 13 [*Variations and Adjustments*].”

10. Employer’s Taking Over

Sub-Clause 10.3

Interference with Tests on Completion

Add the following new paragraph at the end of Sub-Clause 10.3

In the event of failure of the tests, the Defects Notification Period shall be extended by a period equivalent to that during which it would not have been possible to use the Works as intended.”

The Defects Notification Period shall only be extended for the part of the Works for which the test is applicable.

Sub-Clause 10.5

Occupation of Works

Add new Sub-Clause 10.5 as follows:

Notwithstanding the stipulations of Sub-Clauses 10.1 and 10.2, due to the peculiar characteristics of the site, the Employer shall have the right, even before the issue of the Taking-Over Certificate, to occupy and use such part or parts of the works which are required in order to comply with Sub-clause 4.14, without incurring any liability towards The Contractor.

11. Defects Liability

Sub-Clause 11.3

Extension of Defects Notification Period

Delete Sub-Clause 11.3 in its entirety and replace with the following:

The Employer shall be entitled to extend the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than two years attributable to the Contractor.

If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

13. Variations and Adjustments

Sub-Clause 13.1

Right to Vary

Amend Sub-Clause 13.1 by deleting the word “or” at the end of item (ii) in the second paragraph and by inserting the following at the end of the first sentence of the second paragraph:

“or (iv) such Variation triggers a substantial change in the sequence or progress of the Works.”

Sub-Clause 13.4

Payment in Applicable Currencies

Delete this Sub-clause in its entirety.

Sub-Clause 13.7

Adjustments for Changes in Legislation

Amend Sub-Clause 13.7 by adding the following to the end of the first paragraph:

“, provided, that no such adjustment will be made on account of any change in the Laws of the Country related to Taxes”

Sub-Clause 13.8

Adjustments for Changes in Cost

The prices quoted by the bidder shall be fixed for a period of one year (12 months) from the contract commencement date and subjected to adjustment for the rest of the period of contract”.

At the time price adjustment becomes due (on the 13th month from the Commencement Date) the following shall apply: -

(2) Price adjustment

The amount payable to the Contractor and valued at base rates and prices in the Interim Payment Certificates issued by the Engineer pursuant to clause 14 shall be adjusted in respect of the rise or fall in the indexed costs of labour, materials and other inputs to the works by the application of a price adjustment determined by formula as prescribed in this clause.

(3) Other changes in cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other articles in the contract, the unit price rates and prices included in the contract shall be deemed to include

amounts to cover the contingency of such other rise or fall in costs.

(4) General Formula

$$P_n = A + B (LL_n/LL_o) + C (FU_n/FU_o) + D (CE_n/CE_o) + E (RS_n/RS_o) + F(BI_n/BI_o) + G(AG_n/AG_o)$$

Where,

P_n is the adjustment multiplier;

A is a fixed coefficient, stated in the Schedule of Adjustment;

B, C, D, E, F and G are coefficients representing the estimated proportion of each cost element as quoted by the bidder in Schedule of Adjustment;

LL_n , FU_n , CE_n , RS_n , BI_n & AG_n are the current cost indices, as stated in the Schedule of Adjustment;

LL_o , FU_o , CE_o , RS_o , BI_o & AG_o are the base cost indices, prevailing at the Base Date, as stated in the Schedule of Adjustment;

$$C.A = P_n \times C_o$$

Where C.A. = Cost Adjustment

C_o = monthly value of the Interim Payment Certificate, less:

1. (a) Claims under this clause
2. (b) Payment of accounts made on a cost-plus percentage basis
3. (c) Payment for claims due on net basis

(5) Base, current and provisional indices

The base cost indices or prices shall be those ruling on the 28 days prior to the deadline for the submission of bids. Current indices or prices shall be those ruling on the day 30 days prior to the last day of the period to which a particular interim payment certificate is related. If at any time the current officially published or relevant proxy indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the

amounts paid to the contractor when the current indices become available.

(6) Price adjustment

The price adjustment shall be evaluated for the relevant date of each interim payment certificate certified for work done commencing the first month after the 12-month period from contract commencement date and submitted by the Contractor pursuant to Clause 14.

(7) The adjustable amount

The adjustable amount of each interim payment certificate shall be the difference between:

- i. The amount which, in the opinion of the Engineer, shall be due to the Contractor pursuant to clause 14 (before deducting retention) including the amount at base rates and prices of the scheduled work carried out and dayworks (unless otherwise adjusted) but excluding the value of materials on site, and after deduction of the amount to recover the advances.
- ii. The amount as calculated in the (i) above and included in the last preceding interim payment certificate issued by the Engineer. The adjustable amount shall exclude payments to nominated sub-contractors to any other amounts based upon actual cost or current prices.

(8) The adjustable amount

The adjusted amount of each payment certificated shall be determined by applying the price adjustment formula and shall become payable to the Contractor in accordance with the provisions of Clause 14, subject to any deductions for retention money, liquidated damages, or any other monies due to the Employer from the contractor including the recovery of advance mobilization, if any.

(9) Adjustment after completion

If the Contractor fails to complete the works within the period specified, adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices, whichever is more favorable to the

Employer, provided that if an extension of the period of performance is granted the above provision shall apply only to adjustments made after the expiry of such extension time.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same shall already have been taken into account in the indexing of any inputs to the price adjustment formula in accordance with the relevant provisions.

However, the adjustment Price shall not be exceeding 20% of the original contract value

14. Contract Price and Adjustment

Sub-Clause 14.1 The Contract Price

Amend sub paragraph (b) of Sub-Clause 14.1 by deleting the phrase “except as stated in Sub-Clause 13.7 [*Adjustments for Changes in Legislation*].

Add new sub paragraph (e) after sub paragraph (d) to Sub-Clause 14.1 as follows:

- (e) The Contract Price shall be deemed to include all custom duties and any other Government duties, on the Contractor’s Equipment, Plant and Materials acquired for the purpose of executing the works and provision of services under the Contract.

The materials include permanent, temporary and consumables used under the Contract.

By virtue of Section 66 of the Current Value Added Tax (VAT) Act, the NHDC is a VAT exempt body. The NHDC will therefore **not** pay any Value Added Tax under this Contract.

[If payment for any part of the Works is to be made on the basis of measurement, that part of the Works must be defined in the Contract and the following wording added.]

Amend Sub-Clause 14.1 by adding the following at the end:

The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-

Clause 3.5 [*Determinations*]. Measurement shall be made of the net actual quantities of those parts.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend to examine and agree these records, they shall be accepted as accurate.

If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall notify the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so notify the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

Sub-Clause 14.2
Advance Payment

Amend Sub-Clause 14.2 by deleting the phrase “, as an interest-free loan” from the first sentence of the first paragraph.

Amend Sub-Clause 14.2 by replacing the fifth paragraph in its entirety with the following:

Unless stated otherwise in the Appendix to Tender, the advance payment shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with

Sub-Clause 14.6 [*Issue of Interim Payment Certificates*], as follows:

- (a) deductions shall commence in the next Interim Payment Certificate following that in which the total of all interim payments (excluding the advance payment and deductions and repayments of retention) certified to the Contractor has reached the percentage of the Accepted Contract Amount stipulated in the Appendix to Tender Less Provisional Sums;
- (b) deductions shall be made at the amortization rate stated in the Appendix to Bid of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when the percentage of the Accepted Contract Amount less Provisional Sums stipulated in the Appendix to Bid has been certified for payment; and
- (c) Payment of such advance amount will be due under separate certification by the Engineer after (a) provision by the Contractor of the performance security; and (b) provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in an amount equal to the advance payment; (c) submission by the Contractor of the detailed breakdown of costs for each and every item of the bills of quantities.

Delete the last paragraph of Sub-Clause 14.2 in its entirety and replace with the following:

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [*Termination by Employer*], Clause 16 [*Suspension and Termination by Contractor*] or Clause 19 [*Force Majeure*] (as the case may be), the whole of the balance then outstanding shall immediately become due and in the case of termination under Clause 15 [*Termination by Employer*] or Sub-Clause 19.6 [*Optional Termination, Payment and Release*], and payable by the Contractor to the Employer.

Sub-Clause 14.5
Plant and Materials

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an

amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [*Application for Interim Payment Certificates*].

The Engineer shall determine and certify each addition if the following conditions are satisfied:

(a) the Contractor has:

- (i). kept satisfactory records (including the orders, receipts, costs and use of Plant and Materials) which are available for inspection, and
- (ii). submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory documentary evidence;

and either:

(b) the relevant Plant and Materials:

- (i). have been shipped to the Country, en route to the Site, in accordance with the Contract; and
- (ii). are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [*Advance Payment*] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration;

or

(c) the relevant Plant and Materials:

- (i). have been delivered to and are properly stored on the Site or any other location in Mauritius approved by the Engineer, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

The additional amount to be certified shall be the equivalent of eighty percent of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [*Application for Interim Payment Certificates*]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

Sub-Clause 14.6
Issue of Interim
Payment Certificates

Add the following sub-paragraph at the beginning of the sub-clause 14.6

Prior to commencing construction of the Permanent Works, the Contractor shall submit a bill of principal quantities of the Permanent Works (referred to in this sub-clause as "the BPQPW") together with such supporting information and calculations. The BPQPW shall not contain priced items for design or for Temporary Works; the value of each element of such work, and of any other work elements not described in the BPQPW, shall each be included in the rates for Permanent Works to be constructed after such element is carried out. The BPQPW shall be subject to the approval of the Employer's Representative which may at any time be withdrawn and shall be without prejudice to the final amount due under the Contract. The BPQPW shall be revised and reissued if it appears at any time before Taking-Over that it will not fully represent the Permanent Works when complete.

The Contractor's interim application for payment shall be in the same form as that of the BPQPW and shall be accompanied by the Contractor's signed statement that the BPQPW and the as constructed quantities are all correct: each such statement shall also be accompanied by a Construction Certificate, signed by the

Sub-Clause 14.7
Payment

Contract Manager, certifying that the part of the Works constructed to date complies with the Contract.

Delete Sub-Clause 14.7 in its entirety and replace with the following:

The Employer shall pay to the Contractor:

- (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents from the bank confirming the authenticity of the Performance Security (Sub-Clause 4.2) and Advance Payment (Sub-Clause 14.2), whichever is later from the Engineer:
- (b) the amount certified in each Interim Payment Certificate within **28 days** after the **Employer** receives the Engineer's Payment Certificate and supporting documents, whichever is later; and"
- (c) the amount certified in the Final Payment Certificate within **56 days** after **the Employer** receives Engineer's Payment Certificate and supporting documents, whichever is later.

Payment of the amount due in each currency shall be made into the bank account nominated by the Contractor, in the payment country (for this currency) specified in the Contract."

Sub-Clause 14.8
Delayed Payment

Delete Sub-Clause 14.8 in its entirety and replace with the following:

If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

Unless otherwise stated in the Particular Conditions, the financing charges referred in the above paragraph shall be calculated at the Repo Rate as published by the Bank of Mauritius upon all sums

Sub-Clause 14.9**Payment of Retention Money**

unpaid from the date by which the same should have been paid to the Contractor.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

Delete Sub-Clause 14.9 in its entirety and replace with the following:

When the Taking-Over Certificate has been issued for the Works, and the Works have passed all specified tests (including the Tests after completion, if any), the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor upon receipt of an application for payment from Contractor for releasing the first half of the Retention Money. Promptly after a period of six months after issue of the Taking-Over Certificate, the Engineer may certify the second half of the Retention Money subject that the Contractor submits a Retention Money Guarantee as per the Retention Money Guarantee Form annexed to the Particular Conditions along with its application for payment for releasing the Outstanding Retention Money.

The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2 [*Performance Security*].

On receipt by the Employer of such guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against such guarantee shall then be *in lieu of* the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

“If the Performance Security required under Sub-Clause 4.2 [*Performance Security*] is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for

Sub-Clause 14.10

Statement at Completion

the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

Delete Sub-Clause 14.10 in its entirety and replace with the following:

Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

- (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

The Engineer shall determine and certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

Sub-Clause 14.11

Application for Final Payment Certificate

Delete Sub-Clause 14.11 in its entirety and replace with the following:

Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between the them.

The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

15. Termination by Employer

Sub-Clause 15.2 Termination by Employer

Amend Sub-Clause 15.2 by inserting the following Sub-Clause 15.2 (g) after Sub-Clause 15.2 (f):

“fails to submit revised programme and/or revised methods pursuant to Sub-Clause 8.6 [Rate of Progress] and/or fails to adopt such programme or revised methods.”

Sub-Clause 15.5 Employer's Entitlement to Termination

Delete sub-clause 15.5 in its entirety and replace with the following:

The employer may terminate the contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest by giving notice of such termination to the contract.

The termination shall take effect 28 days after the later of the dates on which the contractor receives this notice or the employer return the performance security. The employer shall not terminate the contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

After this termination, the contractor shall proceed in accordance with sub-clause 16.3 (Cessation of Works and Removal of Contractor Equipment) and shall be paid in accordance with sub-clause 19.6 (Optional Termination, Payment and Release) except that the contractor will not be entitled to recover anticipated profits on the completion of the contract.

Add the following new Sub-Clause 15.6:

Sub-Clause 15.6

Corrupt or Fraudulent Practices

It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts.⁸ In pursuance of this policy, the Government of the Republic of Mauritius

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;
- (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;¹⁰
- (iii) “collusive practice” is an arrangement between two or more parties¹¹ 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 party¹² or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive or

⁸ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

⁹ “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes employer’s staff and employees of other organizations taking or reviewing procurement decisions.

¹⁰ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹¹ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

¹² “Party” refers to a participant in the procurement process or contract execution.

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, or

(bb) acts intended to materially impede the exercise of the employer's inspection and audit rights provided for under sub-clause 4.1 Part II of the contract.

(b) 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; and

(c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time:

(i) to be awarded a public contract; and

(ii) to be a nominated ^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

(d) The Contractor shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such contractor.

16. Suspension and Termination by Contractor

Sub-Clause 16.2 Termination Contractor

by

Delete sub-clause 16.2 in its entirety and replace with the following:

The Contractor shall be entitled to terminate the Contract if:

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Employer.

- (a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Employer's Financial Arrangements];
- (b) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate;
- (c) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]);
- (d) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract;
- (e) the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment];
- (f) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension]; or
- (g) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

17. Risk and Responsibility

Sub-Clause 17.3 Employer's Risks

Amend Sub-Clause 17.3 by replacing the first line with the following:

Sub-Clause 17.6
Limitation of Liability

“The Employer’s risks, in so far as they directly affect the design and execution of the Works,”

Amend Sub-Clause 17.6 by replacing the first paragraph with the following:

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4 (b) [*Consequences of Employer’s Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*].

18. Insurance

Sub-Clause 18.1
General Requirements
for Insurance

Amend Sub-Clause 18.1 by adding the following at the end:

The insuring Party shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to in Clause 18 [*Insurance*]) with insurers from any eligible source country unless otherwise stated in the Appendix to Bid.

Sub-Clause 18.5
Insurance for Design

Add the following Sub-Clause 18.5:

The Contractor shall effect professional indemnity insurances which shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than the amount stated in the Appendix to Bid for each Professional stated therein, with no limit on the number of occurrences. The Contractor shall maintain the professional indemnity insurances in full force and effect until 10 years after the Time for Completion. The Contractor undertakes to notify the Employer promptly of any difficulty in extending, renewing or reinstating these insurances.

19. Force Majeure

Sub-Clause 19.4
Consequences of Force
Majeure

Amend Sub-Clause 19.4 by inserting the following at the end of Sub paragraph (b):

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [*Insurance for Works and Contractor’s Equipment*].”

20. Claims, Disputes and Arbitration

Sub-Clause 20.1 Contractor’s Claims

Amend Sub-Clause 20.1 by inserting the following as a new paragraph between subparagraphs 6 and 7:

“Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [*Determinations*] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [*Extension of Time for Completion*], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.”

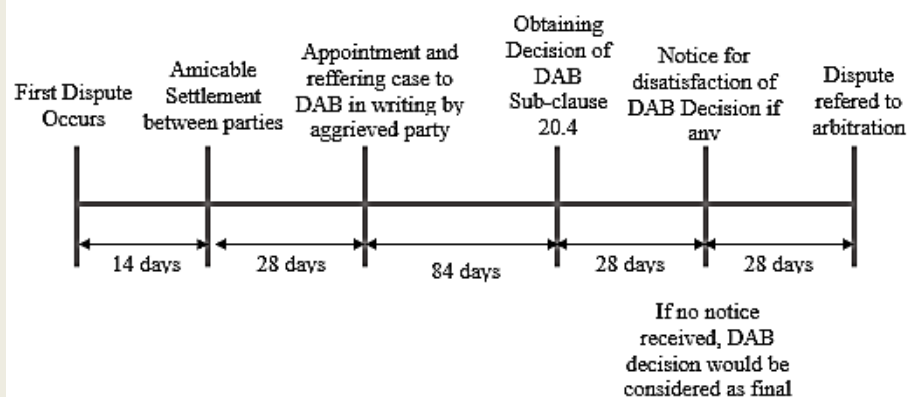
Amend Sub-Clause 20.1 by deleting paragraph 8 (in the order of paragraphs prior to the amendment made above) and replacing it with the following new paragraph:

“If the Engineer does not respond within the timeframe defined in this Sub-Clause, either Party may consider that the claim is rejected by the Engineer and either Party may refer such claim to the DAB in accordance with Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board’s Decision*].”

Sub-Clause 20.2 Appointment of the Dispute Adjudication Board

Add the following in Sub-Clause 20.2 as first paragraph:

Any dispute not settled amicably during the duration of the Contract should be firstly referred to a Dispute Adjudication Board. A prospective timeline highlighting the sequence that should be applied for dispute resolution is showed hereunder.



Amicable Settlement

At any time, if differences or disputes arise between the parties in connection with this Contract, (including any decision or certification by the Engineer) then either party shall give the other a written notice to that effect clearly identifying and providing details about the dispute. The parties will within 14 days of occurrence of such events try to resolve the dispute amicably by negotiations.

Appointment of Dispute Adjudication Board

The appointment of the DAB should be as per sub-clause 20.3 of the conditions of Contract and should be made within 28 days of failure of the parties to settle the dispute vide amicable settlement.

Obtaining Dispute Adjudication Board Decision

Procedures as listed in sub-clause 20.4 should be followed by either party in obtaining dispute adjudication board decision with respect to dispute of any kind whatsoever.

Dissatisfaction of DAB's Decision

If either party is dissatisfied with DAB's decision, the party should within 28 days after receiving the decision, give notice to the other party of its dissatisfaction, and refer the dispute to arbitration.

Dispute Adjudication Board

Replace second paragraph of sub-clause 20.2 with the following:

“The DAB shall comprise one sole member as stated in the Appendix to Bid and should be an expert in the field of the dispute.”

Sub-Clause 20.6
Arbitration

Amend Sub-Clause 20.6 by replacing the first paragraph with the following:

Arbitration shall be conducted by a sole arbitrator who shall be assisted by an assessor (i.e. a Construction professional such as a Registered Engineer or a Registered Quantity Surveyor), having at least twenty years of experience in the construction industry, mutually acceptable to both parties all as per the code of civil procedure under the laws of the Republic of Mauritius.

Section VIII. Annex to the Particular Conditions - Contract Forms

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Notification of Award

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

[date]

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

WHEREAS the Employer desires that the Works known as _____ 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.

- (i) the Letter of Acceptance;
- (ii) the Letter of Tender;
- (iii) the Appendix to Bid;
- (iv) the Particular Conditions (PC);
- (v) the General Conditions (GC) ;
- (vi) the Addenda and Corrigenda, if any;
- (vii) the Employer’s Requirements;
- (viii) the Contractor’s Proposal;
- (ix) the Drawings;
- (x) the Schedules; and
- (xi) Any other documents forming part of the Contract.”

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 _____ on the day, month and year indicated above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

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 4.2 (b) of the Conditions of Particular Applications;

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]*¹³, 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 _____

¹³ Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

Performance Security

(Demand Guarantee)

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

Beneficiary:*Name and Address of Public body*.....

Date...

PERFORMANCE GUARANTEE No.:.....

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

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

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

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

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

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

Signature(s).....

Advance Payment Security

Demand Guarantee

_____ [Bank/Insurance Company'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 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 _____ [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ [name of Bank/Insurance Company] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent

¹ The Guarantor shall insert an amount representing the amount of the advance payment and 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.

of the Contract Price has been certified for payment, or on the ____ day of _____, 2____,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..

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

[signature(s)]

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

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.”*

Retention Money Security

Demand Guarantee

_____ [Bank/Insurance Company's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

RETENTION MONEY GUARANTEE No.: _____

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

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Contractor, we _____ [name of Bank/Insurance Company] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

Contractor on its account number _____ at _____ *[name and address of Bank/Insurance Company]*.

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

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

[signature(s)]

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