

**SSR BOTANIC GARDEN TRUST**  
Ministry of Agro Industry & Food Security  
Royal Road - Pamplemousses  
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Date: 23<sup>rd</sup> May 2023

# **Open National Bidding for Works**

## **Asphalting of all surfaces at SSR Botanic Garden**

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**Procurement Reference No:** *SSRBG / 2023 / ONB 1*

# Foreword

The Standard Bidding Documents in this publication follow the Standard Bidding Documents of the World Bank and have been prepared pursuant to section 7(c) of the Public Procurement Act 2006 for use by public bodies for procurement of works of values up to 50 million rupees under Open National Bidding method. It has been simplified to facilitate participation of Small and Medium Enterprises.

Procurement proceedings for this standard bidding document have to be conducted as per the process specified in the Instructions contained below. Additionally, the principles governing standard clauses as contained in the Standard Bidding Document for Procurement of Works for values up to Rs. 300m shall apply to the this SBD as well.

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

**Procurement Policy Office**  
**Ministry of Finance, Economic Planning and Development**  
**Level 8, Emmanuel Anquetil Building, Port Louis, Mauritius**  
**Tel: No. (+230)201-3760 & Fax: No. (230)201-3758**  
**Email: pposecretariat@govmu.org**

## **Section I: Instruction to Bidders**

### **1. Introduction**

The Sir Seewoosagur Ramgoolam Botanic Garden Trust also referred as the Employer, invites eligible local contractors to submit their bid for the works described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in this document.

The Works are *Asphalting of all surfaces at the SSR Botanic Garden.*

**Participation is limited to citizens of Mauritius or entities incorporated in Mauritius. Joint Ventures should be among entities incorporated in Mauritius**

#### 1.1 Clarifications, if any, should be addressed to: *The Director, Mr V.Tezoo, SSR Botanic Garden Trust, Royal Road Pamplémousses.*

The Employer will respond in writing to any request for clarification, provided that such request is received 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.

#### 1.2 Bidders are advised to carefully read the complete Bidding document, including the Particular Conditions of Contract in Section IV, before preparing their bids. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### **2. Validity of Bids**

The bid validity period shall be 90 days from the date of bid submission deadline.

### **3. Works Completion Period**

The Intended Completion period is Six (6) months from start date of works.

### **4. Site Visit**

Bidders or their designated representatives are invited to attend a pre-bid meeting on *Tuesday 6<sup>th</sup> June 2023, at 10.00hrs in the Chateau Mon Plaisir, SSR Botanic Garden Trust.* The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

### **5. Sealing and Marking of Bids**

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Body with the Bidder's name at the back of the envelope.

### **6. Submission of Bids**

Bids should be deposited in the Bid Box located at *The Head Office of the Sir Seewoosagur Ramgoolam Botanic Garden Trust, behind Chateau Mon Plaisir, Royal Road Pamplémousses* not later than **Thursday 22<sup>nd</sup> June 2023 by latest 15.00hrs.** Late bids will be rejected. Bids received by e-mail will not be considered.

## 7. Bid Opening

Bids will be opened by the SSR Botanic Garden Trust in the *Chateau Mon Plaisir, Royal Road Pamplemousses on Thursday 22<sup>nd</sup> June 2023 at 15.15hrs.* Bidders or their representatives may attend the Bid Opening if they choose to do so.

## 8. Evaluation of Bids

The Public Body shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost to determine the lowest evaluated bid.

## 9. Eligibility Criteria

To be eligible to participate in this bidding exercise, Bidder should:

- (a) have the legal capacity to enter into a contract to execute the works;
- (b) 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. ( Note 1)
- (c) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (d) not have had your business activities suspended;
- (e) not be under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or 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;
- (f) not have a conflict of interest in relation to this procurement requirement; and
- (g) have a Business Registration Card.

**Note 1** Sub-contractors undertaking works are also subject to registration with CIDB as applicable to Contractors.

## 10. Qualification and Experience Criteria

Bidders should have the following minimum qualifications and experience:

- (a) valid registration certificate with the CIDB under the grade that will enable the contractor to perform the works quoted for, under the following class(es): **Civil Engineering Construction Works**
- (b) experience in two works of a similar nature over the last 5 years, each of value not less than **20 Million Rupees.**
- (c) Contract Manager having as minimum qualification: Registered as a civil engineer with the Council of Registered Professional Engineers (CRPE) and 10 years of experience in the construction sector.
- (d) minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Bidder of **10 million Rupees.**

## 11. Contents of bid

The Bid shall comprise the following:

- (a) duly filled Bid Submission Form;

- (b) duly filled Priced Bill of Quantities
- (c) duly filled Qualification Information Form and attachments required
- (d) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements or Audited Accounts as filed at the Registrar of Companies before the deadline set for submission of bids
- (e) Valid Registration certificate with the CIDB, as applicable
- (f) Signed C.V of Contract Manager;
- (g) Documentary evidence of liquid assets and/or credit facilities (Note 1);
- (h) Any other documents deemed necessary as per the requirements of this bidding document

#### **Note 1**

**Bidders to demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for the contract and its current commitments. Documentary evidence may comprise but not limited to Bank certificate, Certificate from Auditors, Certificate from a Professional Accountant registered with MIPA, Certificate from Insurance companies.**

#### **12. Joint Venture**

**Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:**

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

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

Bidders should quote for the whole works. Prices for the execution of works shall be quoted and fixed in Mauritian Rupees. Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental

works shall be deemed to be included in the prices quoted. Bidders are required to submit their bid prices **exclusive of VAT**.

**14. Bid Securing Declaration**

Bidders are required to subscribe to a Bid Securing Declaration in the Bid Submission Form.

**15. Margin of Preference**

Margin of Preference shall not apply.

**16. Award of Contract**

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in Section IV: General Conditions of Contract and Particular Conditions of Contract.

**17. Performance Security and signing of contract**

Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish a Performance Security, in the amount equal to 10% of the Bid price (exclusive of VAT), in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section V Contract Forms.

The contract agreement shall be signed within 28 days after the successful bidder receives the letter of acceptance unless the parties agree otherwise.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the contract within the required time may constitute sufficient grounds for the annulment of the award.

**18. Notification of Award and Debriefing**

Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above Rs 15 million, 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. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

The Public Body shall after award of contract, exceeding Rs 1 million and up to Rs 15 million, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount.

Furthermore, the Public Body shall attend to all requests for debriefing for contract exceeding Rs 1 million, made in writing within 30 days the unsuccessful bidders are informed of the award.

**19. Advance Payment**

The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract. The Advance Payment shall be guaranteed by an Advance Payment Security as per the format contained in Section V.

The Advance Payment shall be limited to 10% percent of the Contract Price, less any provisional and contingencies sums.

## 20. Integrity Clause

The Public Body commits itself to take all measures necessary to prevent corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

## 21. Rights of Public Body

The Sir Seewoosagur Ramgoolam Botanic Garden Trust reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award without incurring any liability to the Public body.

## 22. Challenge and Appeal

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

- (a) The address, Tel. & Fax No... & Email address to file Challenges in respect of this procurement is:

**Mr V.Tezoo**  
**Director**  
**SSR Botanic Garden Trust**  
**Royal Road Pamplemousses**  
**Tel : 2439401**  
**Fax : 2439402**  
**Email : [ssrbg@intnet.mu](mailto:ssrbg@intnet.mu)**

- (b) The address to file Application for Review is:

**The Chairperson**  
**Independent Review Panel,**  
**5<sup>th</sup> Floor,**  
**Belmont House**  
**Intendence Street**  
**Port Louis**

**Tel : +2302602228**

**Emal : [irp@govmu.org](mailto:irp@govmu.org)**

## Section II: Bidding Forms

**Note: Bidders are required to fill all the forms in this section and submit as part of their bid. Non-submission of any form may lead to rejection of the bid**

### Bid Submission Form

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

Bid's Reference No.: \_\_\_\_\_

Procurement Reference No.:.....

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;
- (c) The total price of our Bid excluding VAT is: \_\_\_\_\_(MUR):
- (d) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 8;
- (h) We are not participating, as a Bidder in more than one bid in this bidding process;
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;
- (j) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
  - i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (k) 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;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (m) If awarded the contract, the person named below shall act as Contractor’s Representative:

Name: .....

In the capacity of: .....

Signed: .....

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

Date: .....

Seal of Company .....

**BID SECURING DECLARATION**

By subscribing to the undertaking in the Bid Submission Form:

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

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

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

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

## Qualification Information

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

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*.....  
 Principal place of business: *[insert]*.....

1.2 Bidder shall provide *[insert number]* ..... of works of a nature and amount similar to the Works performed as Contractor over the last 5 years.

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

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

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

*[Bidders have to ascertain that sub-contractors executing works are duly registered with the CIDB in accordance with CIDB Act 2008.]*

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

**2. Additional**

2.1 Bidders should provide any additional information Requirements requested in the Bidding Document.

## BILL OF QUANTITIES

Procurement Reference Number: SSRBG / 2023 / ONB1

*[Complete the unit and total prices for each item listed below. Where Bill of Quantities are not detailed by the Public body, Bidders to fill each Bill separately and may add as many rows as required]*

Item No	Description of Works	Total Price (Rs)
1.	Preliminaries & General Costs	
2.	Setting Out	
3.	Asphalt Assessment	
4.	Removal of Cracked or Damaged Asphalt	
5.	Elimination of Root	
6.	Base Repair prior to asphalt overlay	
7.	Cleaning of all surfaces	
8.	Application of Tack Coat	
9.	Application of Asphaltic Concrete	
10.	Compaction	
11.	Cleaning of site	
	<b>Total- Exclusive of VAT</b>	

### Bill of Quantities Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

## **Section III: Statement of Requirements**

### **A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

#### **Asphalting of all surfaces at SSR Botanic Garden, Pamplemousses**

The works consist of the supply of all necessary materials, plants, equipment and workmanship for the asphalting of all surfaces at SSR Botanic Garden, Pamplemousses.

The whole of the works shall be carried out in the strict accordance with the Scope of Works, Specifications, conditions of contract and drawings No. SSRBG-01 and Table A.

Note:

**1. All dimensions are indicative and approximate in all design drawings. The tenderer must take his own measurements on site prior to quoting.**

**2. The tenderer is advised to visit and inspect the site for which he is tendering prior to submission of his offer as no claims will be allowed on:**

- i. The grounds of ignorance of the conditions under which the works will be executed.**
- ii. Any discrepancies in dimensions, etc.**

The works consist of:

- (i) Identifying and marking damaged/cracked asphalt surface
- (ii) Cutting and carting away of damaged asphalt
- (iii) Elimination of Roots beneath the asphalt surface
- (iv) Base Repair prior to asphalt overlay
- (v) Application of Tack Coat
- (vi) Laying of new asphalt layer over existing asphalt layer

ITEM	DESCRIPTION
	<p><b>Asphalting of all surfaces at SSR Botanic Garden, Pamplemousses</b></p> <p>The works consist of the Asphalting of all internal surfaces as per Engineer's Drawings (No. DRG No. SSRBG-01 and Table A), instructions and specifications and inclusive of the following.</p>
<b>1.0</b>	<b>Overview of Project</b>
	<p>The project shall consist in laying an asphalt overlay over the existing asphalt surface(base). The existing asphalt surface or base needs to be repaired where it has taken on cracks or any damage.</p>
<b>2.0</b>	<b>Preliminaries &amp; General Costs</b>
	<p>The Contractor is to allow for costs related to Preliminaries and General Conditions of Contract requirements including the following but not limited to: setting out of the works, Site Management, Site Office, Overheads, tools, plants, store, stacking and storage of materials, insurances, bonds, watchmen, light, electricity, protection, security of workmen, works on site, temporary hoardings, etc.</p>
<b>3.0</b>	<b>Setting Out</b>
	<p>The Contractor shall set out the whole outworks in manner approved by the Project Manager. Reference pegs shall be provided clear of the road. These should be maintained so long as they are needed by the Project Manager to check the work.</p>
<b>4.0</b>	<b>Asphalt Assessment</b>
	<p>The asphalt surfaces shall be inspected for damage such as root damage/ruts/soft-spot areas/potholes and marked appropriately.</p> <p>The markings shall be verified and approved by the Engineer.</p>
<b>5.0</b>	<b>Removal of Cracked or Damaged Asphalt</b>
	<p>The asphalt layer that has taken on cracks, raveling or other damage shall be cut/scarified using appropriate cutting machine and carted away.</p>
<b>6.0</b>	<b>Elimination of Root</b>
	<p>The contractor shall cut the portion of root underneath the asphalt using appropriate cutting machine. Prior approval has to be sought from the SSRBG before cutting any root.</p>

	<p>The contractor shall apply a suitable chemical/antibacterial compound to the cut surfaces of the tree roots to prevent any further growth of the root beneath the asphalt surface.</p> <p>The chemical/compound used shall be approved by a technical advisor/botanist consulted by the SSRBG Trust prior to application.</p>
<b>7.0</b>	<b>Base Repair prior to asphalt overlay</b>
	<p>The cut/scarified area shall be backfilled with crusher run and properly compacted using a roller. The contractor shall apply prime coat to the compacted crusher run and 50mm wearing course to make it level to the existing base.</p>
<b>8.0</b>	<b>Cleaning of all surfaces</b>
	<p>Surface of base shall be cleaned from all dust, dirt and loose particles prior to laying of premix asphaltic concrete.</p>
<b>9.0</b>	<b>Application of Tack Coat</b>
	<p>Tack coat shall be applied uniformly on all surfaces at the rate of 0.6 kg/m.</p>
<b>10.0</b>	<b>Application of Asphaltic Concrete</b>
	<p>The supply, laying and levelling of wearing course consisting of 50mm asphaltic concrete 0/10 (5.5% bitumen content) over the tack coated surfaces as indicated in drawing SSRBG-01 and Table A.</p> <p>Formwork (plywood) should be used at the ends of the road to ensure a uniform and straight alignment is obtained at the ends.</p> <p>The surface area of the roads has been tabulated in Table A. However the values are only indicative. Proper measurements need to be taken on site by the Contractor, as instructed by the Engineer on site.</p>
<b>11.0</b>	<b>Compaction</b>
	<p>After application of asphaltic concrete, proper compaction should be carried out to all surfaces and contractor shall ensure a smooth uniform surface. The mix shall be rolled immediately after laying and before its temperature has fallen below 105 degrees Celsius. The mix shall be given an initial pass of a light tandem roller and then rolling shall continue with pneumatic rollers.</p> <p>Rolling of the surface shall be continued until all roller marks are eliminated and a density has been obtained of at least 98% of the density achieved on laboratory samples made from the plant mix used for the layer concerned and conforming to the design formula approved by the Project Manager. The wearing course shall be given a finishing roll with a 12 tonne three wheeled steel roller.</p>

<b>12.0</b>	<b>Cleaning of site</b>
	The cleaning of site on completion of works, and carting away of material debris arising out of the works, all as per Engineer's instructions.



**B. DRAWINGS**

## Section IV: General Conditions of Contract and Particular Conditions Of Contract

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), (**Ref: W/GCC10/21**)<sup>1\*</sup>, for the Procurement of Works (available on website [ppo.govmu.org](http://ppo.govmu.org)) except where modified by the Particular Conditions of Contract below.

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

### Particular Conditions of Contract

<b>A. General</b>	
<b>GCC 1.1 (r)</b>	The Employer is : <i>SSR Botanic Garden Trust</i>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <b>Six (6) months</b> from the start date.
<b>GCC 1.1 (y)</b>	The Project Manager is <i>Agricultural Engineer from the Ministry of Agro Industry and Food Security.</i>
<b>GCC 1.1 (aa)</b>	The Site is located at <i>SSR Botanic Garden</i> and is defined in drawings No. <i>SSRBG-01</i>
<b>GCC 1.1 (dd)</b>	“The Start Date shall be <i>15 days after handing over of site</i> ”
<b>GCC 1.1 (hh)</b>	The Works consist of <i>Asphalting Works of all surfaces at SSR Botanic Garden.</i>
<b>GCC 2.2</b>	Sectional Completions are: <i>Not Applicable</i>
<b>GCC 2.3(i)</b>	Not Applicable
<b>GCC 3.1</b>	The language of the contract is English  The law that applies to the Contract is the law of Mauritius.
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Not Applicable
<b>GCC 13.1</b>	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:  (a) for the Works, Plant and Materials: Rs 1 Million (b) for loss or damage to Equipment: Rs 1 Million

<sup>1\*</sup> Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

	<p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <i>Rs 1 Million</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>Rs 5 Million</i></p> <p>(ii) of other people: <i>Rs 5 Million</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<b>GCC 14.1</b>	Not Applicable
<b>GCC 20.1</b>	The Site Possession Date(s) shall be on the date of handing over.
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>No Adjudicator shall be appointed for this Contract.</b>
<b>GCC 24.</b>	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation,</p> <p>then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to</p> <p>“ the competent courts of Mauritius”</p>
<b>B. Time Control</b>	
<b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
<b>GCC 25.3</b>	<p>The period between Program updates is 14 days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>10,000</i>.</p>

<b>C. Quality Control</b>	
<b>GCC 33.1</b>	The Defects Liability Period is: Six (6) months
<b>GCC 34.1</b>	Delete sub-clause 34.1 and replace by the following:  Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.
<b>GCC 39.7</b>	Interim Payment for Plant and Material on site <b>is not</b> applicable.
<b>D. Cost Control</b>	
<b>GCC 40.1</b>	Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.
<b>GCC 41.1 (l)</b>	<i>Heavy rainfall of minimum 30mm on each working day certified by the Mauritius Meteorological Station, Vacoas and as agreed by the Project Manager.</i>
<b>GCC 43.1</b>	The currency of the Employer's country is: <b>Mauritian Rupees.</b>
<b>GCC 44.1</b>	The Contract is not subject to price adjustment.
<b>GCC 45.1</b>	GCC Clause 45 is not applicable.
<b>GCC 46.1</b>	The liquidated damages for the whole of the Works is 0.1% per day.  The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.
<b>GCC 47.1</b>	The Bonus for the whole of the Works is not applicable.
<b>GCC 48.1</b>	Not Applicable
<b>GCC 49.1</b>	The Performance Security amount is <i>10% of the Contract Amount inclusive of VAT and shall be in the form of a Bank Guarantee.</i>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	Not Applicable
<b>GCC 57.2 (g)</b>	The maximum number of days is: 60 days
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.

## Section V- Contract forms

## Performance Security

.....*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 and returned to us not later than twenty- one days from the date of issuance of the Defects Liability Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of ....., ....., whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

## Advance Payment Security

*[Bank's/ 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 the Contractor]* . . . . (hereinafter called “the Contractor”) has entered into Contract No. . . . . *[reference number of the Contract]* . . . . dated . . . . . with you, for the execution of . . . . . *[name of contract and brief description of Works]* . . . . (hereinafter called “the Contract”).

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

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

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

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

..... *[Seal of Bank/Insurance Company and Signature(s)]* .....

**Note –**

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

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

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

**SSR BOTANIC GARDEN TRUST**  
**Ministry of Agro Industry & Food Security**  
**Royal Road - Pamplemousses**  
**Mauritius**

**Tel : (230)2439401**

**Fax : (230)2439402**

**E-mail: [ssrbg@intnet.mu](mailto:ssrbg@intnet.mu)**

**Letter of Acceptance**

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

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

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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance
  - (b) the Bid
  - (c) the Addenda Nos . . . . . [*insert addenda numbers if any*]. . . . .
  - (d) the Appendix to the General Conditions of Contract
  - (e) the General Conditions of Contract;
  - (f) the Specification
  - (g) the Drawings; and
  - (h) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

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

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



