

BIDDING DOCUMENTS
FOR
CONSTRUCTION OF NEW PERMIT OFFICE
BUILDING AT SSR INTERNATIONAL
AIRPORT FOR THE DEPARTMENT OF CIVIL
AVIATION

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OPEN NATIONAL BIDDING

Volume I

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CONSTRUCTION OF A NEW PERMIT OFFICE AT SSR INTERNATIONAL AIRPORT

BIDDING DOCUMENTS

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section 5 (Employer's Requirements) through Open Advertised Bidding (open for local and overseas bidders). The name, identification, and number of contracts of this bidding are **provided in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (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 Fund**
 - 2.1 The Works shall be financed by the Public Body's own budgetary allocation, **unless otherwise stated in the BDS**.
- 3. Public Entities Related to Bidding Documents & to challenge & appeal**
 - 3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, 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. 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), personnel, 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

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.

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 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,

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.

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

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.

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) In accordance with Construction Industry Authority Act 2023, Contractors and Sub-contractors, whether local or foreign under an existing or intended joint venture operating in the construction industry have the statutory obligation to be registered with the Construction Industry Authority(CIA)), as appropriate, prior to bidding for the project.

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

^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.

contractors.

- 5.2 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 5.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 5.3 *A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible 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**. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or 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.
- 5.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the

contract that is the subject of the Bid; or

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

5.5 (a) 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

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

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

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

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

5.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5.9 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, 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.

6. Eligible Materials, Equipment and Services

6.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 5.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

6.2 For the purpose of ITB 6.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that

differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

7. Sections of Bidding Document

- 7.1 The Bidding Document 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 – Bidding Forms

PART 2 Requirements

Section V – Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VI – General Conditions (GC)

Section VII – Particular Conditions (PC)

Section VIII – Contract Forms

Section IX – Bill of Quantities

Section X – List of Drawings

Section XI - Specifications

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 7.3 The Employer is not responsible for the completeness of the Bidding Document 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 Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

8. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries 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 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 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 Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 9 and ITB 23.2.
- 8.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and 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 in writing, 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 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 pursuant to ITB 9 and not through the minutes of the pre-bid meeting.
- 8.7 Non-attendance at the pre-bid meeting will not be a cause for

disqualification of a Bidder.

- 9. Amendment of Bidding Document**
- 9.1 At any time prior to the deadline for submission of bids, 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 in writing 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, pursuant to ITB 23.2.

C. Preparation of Bids

- 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 in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid**
- 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 the language **specified in the BDS**. 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 the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.
- 12. Documents Comprising the Bid**
- 12.1 The Bid shall comprise the following:
- (a) Bid Submission Form;
 - (b) completed Schedules, in accordance with ITB 13 and 15, or **as stipulated in the BDS**;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 20;
 - (d) alternative bids, at Bidder's option and 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 qualifications to perform the

contract;

(g) Technical Proposal in accordance with ITB 17;

(h) in the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and

(i) any other document **required in the BDS**.

13. Bid Submission Form and Schedules

13.1 The Bid Submission Form, Schedules, and all documents listed under Clause 12, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

14. Alternative Bids

14.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.

14.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

14.3 When **specified in the BDS** pursuant to ITB 14.1, and subject to ITB 14.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document 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.

14.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section V (Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

15. Bid Prices and Discounts

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Schedules shall conform to the requirements specified below.

15.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. 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 Bill of Quantities.

15.3 The price to be quoted in the Bid Submission Form shall be the total price of the Bid, excluding Value Added Tax and any discounts offered.

15.4 Unconditional discounts, if any, and the methodology for their application shall be quoted separately in the Bid Submission Form, in accordance with ITB 13.1.

15.5 If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (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 15.3, provided the bids for all contracts are submitted and opened at the same time.

15.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the 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, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.

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 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 prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

17. Documents Comprising the Technical

17.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section *IV* (Bidding Forms),

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| Proposal | in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
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| 18. Documents Establishing the Qualifications of the Bidder | 18.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section <i>IV</i> (Bidding Forms). |
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| 19. Period of Validity of Bids | <p>19.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>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 in writing. If a bid security is requested in accordance with ITB 20, it shall also be extended for a corresponding 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.</p> <p>19.3 In the case of fixed price contracts, 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 adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.</p> |
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|-------------------------|---|
| 20. Bid Security | <p>20.1 Unless otherwise specified in the BDS, the Bidder shall either furnish as part of its bid, in original form, a bid security or subscribe to a Bid Securing Declaration in the Bid Submission Form as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.</p> <p>20.2 The Bid Securing Declaration shall be in the form of an undertaking by the Bidder in the Bid Submission Form.</p> <p>20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be in the form of an unconditional guarantee, issued by a local / reputed overseas bank or local insurance company.</p> <p style="padding-left: 40px;">The Bid Security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.</p> <p>20.4 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid</p> |
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Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 20.1, shall be rejected by the Employer as nonresponsive.

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 If a Bid Security is specified pursuant to ITB 20.1, 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, except as provided in ITB 19.2 or

(b) 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 JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 5.1.

21. Format and Signing of Bid

21.1 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, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

21.3 Any amendment such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The inner and outer envelopes shall:

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

22.3 If 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 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of bids 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 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.

25. Withdrawal, Substitution, and Modification of Bids

25.1 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:

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 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.

26. Bid Opening

26.1 The Employer shall open the bids at the address, date and time **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

26.2 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.

26.3 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 or the subscription with respect to

the Bid Securing Declaration in the Bid Submission Form, if required; 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.

26.4 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. .

E. Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process 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.
- 27.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 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 arithmetical 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 Proposal, in particular, to confirm that all requirements of Section 6 (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. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid.
- 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 may 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 methods 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) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**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**.

**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, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (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 15.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33;
- (e) adjustment for non-conformities in accordance with ITB 31.3;
- (f) application of all 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 this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria).

35.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or if any item in the Bill of Quantities is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After analysis of the prices 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 meets 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 of qualification 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 or at a negotiated price **as provided in the BDS**, 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 The contract agreement shall be signed within 28 days after the successful bidder receives the letter of acceptance unless the parties agree otherwise.

- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security, in the amount **specified in the BDS**, in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section VIII (Contract Forms), or another form acceptable to the Employer.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement 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 Security**
- 42.3 The successful bidder having benefitted from a Margin of Preference shall provide a Preference Security, **as specified in the BDS**. The amount for the Preference Security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract, if the said Margin of Preference was not applicable.
- 42.4 The successful bidder shall submit post qualification information **as specified in the BDS**. Failure to submit such information 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.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 24.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.
- 44. Plants and Materials on site**
- 44.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 45. Debriefing**
- 45.1 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 (BDS)

A. Introduction

ITB 1.1	<p>Name of Public Body: DEPARTMENT OF CIVIL AVIATION</p> <p>Name of the Project: CONSTRUCTION OF NEW PERMIT OFFICE BUILDING AT SSR INTERNATIONAL AIRPORT</p> <p>Ref. No.: CAV/ QUO No. 11 of 2025/26</p> <p>Bidding Method: Open National Bidding</p> <p><u>Scope of Works</u></p> <p>The Scope of Works comprise of the following:-</p> <ul style="list-style-type: none">(i) Demolition of existing one-storeyed Permit Office Building including the substructure part and carting away all demolished materials from site.(ii) Construction of a New Permit Office Building in two storeys with an approximate total gross floor area of 468 sqm comprising of Ground and First Floor complete with all finishings.(iii) Drainage installation works(iv) Pump room and underground concrete water tank(v) Mechanical & Electrical Works comprising of electrical, air conditioning and ventilation works, plumbing and fire fighting works, lift installation works, electronic security system, etc. <p>The completion of all Works shall be 12 months.</p>
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ITB 3.2	<p>(a)The address to file challenge in respect of this procurement is:</p> <p>Director of Civil Aviation Department of Civil Aviation Administration Department SSR International Airport Plaine Magnien Mauritius Tel No: +(230) 603 2000 Fax No: +(230) 637 3164 Email address: civil-aviation@govmu.org</p> <p>(b)The address to file application for review is:</p> <p>The Chairperson Independent Review Panel 5th Floor, Belmont House Intendance Street Port Louis Tel No: +(230) 260 2228 Fax No: +(230) 214 9252 Email: irp@govmu.org</p>
ITB 5.2	The individuals or firms in a JV shall be jointly and severally liable.
ITB 5.3	<p>Participation <i>is</i> limited to Citizens of Mauritius or entities incorporated in Mauritius.</p> <p>Joint Ventures should be among entities incorporated in Mauritius.</p>

B. Bidding Documents

ITB 8.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Director of Civil Aviation Department of Civil Aviation Administration Department SSR International Airport Plaine Magnien Mauritius Telephone: : +(230) 603 2000</p>
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	<p>Facsimile number: +(230) 637 3164</p> <p>Electronic mail address: civil-aviation@govmu.org</p> <p>The Employer will reply to queries at least fourteen (14) days prior to the deadline set for submission of bids.</p>
ITB 8.4	<p>A Pre-Bid meeting shall take place. It will be at the following date, time and place:</p> <p>Date: 17 December 2025</p> <p>Time: 10:30 hours</p> <p>Place: Conference Room at the Department of Civil Aviation Headquarters at SSR International Airport, Plaine Magnien</p> <p>A site visit conducted by the Employer shall be organized on the same date shortly after the Pre-Bid meeting. Potential bidders are requested to bring their ID card to facilitate access for the pre-bid meeting and site visit.</p>

C. Preparation of Bids

ITB 11.1	The language of the bid is English
ITB 12.1 (i)	<p>The Bidder shall submit with its bid the following additional documents:</p> <p>1) CIA Registration Certificate (formerly known as CIDB)</p>
ITB 14.1	Alternative bids shall not be permitted.
ITB 14.2	Alternative times for completion shall not be permitted.
ITB 14.4	Alternative technical solutions shall not be permitted.
ITB 15.6	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 16.1	The prices quoted by the Bidder shall be in Mauritian Rupees only.
ITB 19.1	The bid validity period shall be: Ninety (90) days as from the deadline set for the submission of bid and the deadline being counted as day one of the validity period.
ITB 20.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto
ITB 21.1	In addition to the original of the bid, the number of copies is: two (2) hard

	<p>copies + one (1) soft copy.</p> <p>The copies shall be identical to the original. In case of discrepancy between the original and the copies, the original will prevail.</p>
ITB 21.2	<p>(a) No written evidence is required.</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>

D. Submission and Opening of Bids

ITB 23.1	<p>For <u>bid submission purposes</u> only:</p> <p>Bids should be deposited in the Bid Box located at the Permit Office, Department of Civil Aviation, Sir Seewoosagur Ramgoolam International Airport, Plaine Magnien, Republic of Mauritius not later than 22 January 2026 up to 11.00 hrs (local time) at latest. Bids by post or hand delivered should reach the Department of Civil Aviation, Sir Seewoosagur Ramgoolam International Airport, Plaine Magnien, Republic of Mauritius by the same date and time at latest. Late submissions will be rejected.</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Bid Box will be opened at: 11.05 hrs on 22 January 2026 at the following address:</p> <p>The Permit Office Department of Civil Aviation Sir Seewoosagur Ramgoolam International Airport Plaine Magnien Republic of Mauritius</p> <p>Bids received will be opened at 11.15 hrs on 22 January 2026 at the following address:</p> <p>Department of Civil Aviation, Headquarters Sir Seewoosagur Ramgoolam International Airport Plaine Magnien Republic of Mauritius</p>

E. Evaluation and Comparison of Bids

ITB 33.1	Not Applicable
ITB 34.1	Margin of Preference shall apply as provided in the Section III
ITB 39.1	<p>The contract may be awarded at a negotiated price following negotiation in the following circumstances:</p> <p>(i) there is a tie in the lowest evaluated price by 2 or more bidders;</p> <p>(ii) the lowest evaluated price substantially exceeds the estimated cost</p> <p>Invitation for negotiation, where the lowest evaluated price substantially exceeds of the estimated cost, shall be limited to bidders whose evaluated prices are not more than 25% above the estimated cost.</p>
ITB 39.2	<ol style="list-style-type: none"> 1. In line with Government of Mauritius Decision, the Employer shall, prior to award request the lowest substantially responsive bidder to submit a “Tax Clearance Certificate” from the MRA within a period of one week, confirming that the bidder has filed his tax returns and paid tax due. 2. In the event the successful bidder does not submit the “Tax Clearance Certificate”, the Employer may consider the next lowest substantially responsive bidder to equally comply with paragraph 1 above will be considered. 3. 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.
ITB 42.1	<p>The Performance Security shall be Ten percent (10 %) of the Contract Price inclusive of provisional and contingencies sum and VAT.</p> <p>The Performance security shall be from a local bank or local insurance company and shall be unconditional (on demand) (see Section VIII. Security Forms).</p>
ITB 42.3	Not Applicable
ITB 42.4	Not Applicable

ITB 43.1	Not Applicable
ITB 44.1	<p>Interim Payment for Plant and Material on site is applicable subject to the following:-</p> <ul style="list-style-type: none">(i) Payment will be made against submission of a Cession of Rights.(ii) Payment will be made on Eighty percent (80 %) of their actual value with supporting documents to demonstrate the actual purchase price, source of origin, name of suppliers/manufacture's payment receipts.(iii) Appropriate insurance policy against fire, storm, loss, theft, cyclone, flood, etc.(iv) Property identified and materials stored separately for verification purpose.

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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1. Evaluation

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

1.1 Adequacy of Technical Proposal

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

1.2 Multiple Contracts

Not Applicable

1.3 Completion Time

Not Applicable

1.4 Technical Alternatives

Not Applicable

1.5 Margin of Preference

A. Small and Medium Enterprise (SME)

A bidder registered as a SME with SME Mauritius or a joint venture consisting of local SMEs having an aggregate annual turnover not exceeding Rs 100M shall benefit from a margin of preference of 30% in bidding exercises for works contracts above 30 million rupees.

B. Employment of Local Manpower

- (i) A bidder other than an SME, incorporated in the Republic of Mauritius and employing a minimum of 80% or more of local manpower of the total man-days deployed for the execution of a Works contract, shall be eligible for a preference of 15 % for International Bidding and 10% for National Bidding.

Note: Local manpower shall mean Mauritian nationals, who are on the payroll of the contractor as well as those of subcontractors executing works on the site.

- (ii) The contractor, having benefitted from the Margin of Preference, shall from time to time, as may reasonably be requested by the public body, submit reports on the status of employment of local manpower. At the time of works completion, as defined in the bidding document, the contractor shall submit a certified audit report to the public body to substantiate the actual percentage of local manpower employed throughout the execution of the works.

2. Qualifications

Pursuant to ITB 5.1, Bids will be considered from Contractors who are duly registered with the CIA under the grade and specialization that cover adequately the size and type of works related to the project.

In case the works requires certain specialization not covered adequately under the registration of CIA, those field of specialization shall be defined by the public body in section 2. 4.2 (a) and Specific Experience in key activities in section 2. 4.2 (b) which the contractor has to meet as qualification.

Factor	2.1 Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			All partners combined	Each partner	At least one partner	
2.1.1 Nationality	Nationality in accordance with ITB 5.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 5.4.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Bid Submission Form
2.1.3 Country Ineligibility	Not having been declared ineligible by the PPO as described in ITB 5.5.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Bid Submission Form
2.1.4 Government Owned Entity	Compliance with conditions of ITB 5.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.1.5 Ineligibility based on a United Nations resolution or Mauritian Law	Not having been excluded as a result of the laws of Republic of Mauritius or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 5.9	Must meet requirement	Existing JV 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, Consortium or Association			
	All partners combined		Each partner	At least one partner		
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last <i>five (5) years</i> 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 partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 2
2.2.2 Pending Litigation	All pending litigation against the bidder shall in total not represent more <i>than thirty five percent (35%)</i> of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON – 2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
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, for the last <i>five (5) years</i> to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 3.1 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, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.2.	Clause Deleted					
2.3.3. Financial Resources	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: (i) the following cash-flow requirement: <i>Mauritian Rupees Ten (10) Million</i> and (ii) the overall cash flow requirements for this contract and its concurrent commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –3.3

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4.1 General Experience	Contractors have to be registered with the CIA under the grade and classes indicated hereunder: Grade: Medium II Contractor eligible to undertake works up to an amount of MUR 200 Million Classes of works of contractors: Building construction works For Works related to MEP Works, the Contractor or its proposed Sub-Contractor should be registered with CIA under the class: Electrical Works / Mechanical, Electrical and Plumbing Works (MEP) : small					Valid registration certificate with the CIA

<i>Factor</i>	<i>2.4 Experience</i>					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Bidder</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
2.4.2 (a) Specific Experience	Participation as contractor, management contractor, or subcontractor, in at least <i>two (2)</i> contracts within the last <i>Ten (10)</i> years , each with a value of at least <i>Mauritian Rupees Thirty Five Million (MUR 35 million)</i> , that have been successfully and substantially completed and that are similar (Construction of Office Building, etc. of approx. 400m ² in concrete structure) to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Employer’s Requirements.	Must meet requirement	Must meet requirements for all characteristics	N / A	N/A	Form EXP 2.4.2(a)

<i>Factor</i>	<i>2.4 Experience</i>					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Bidder</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
2.4.2 (b) Specific Experience	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: i. Building construction involving reinforced concrete structure of approx. 400m ² or above complete with finishes. ii. Mechanical, plumbing and electrical works similar (<i>construction of office building, etc. of approx. 400m²</i>), to this project which has been successfully completed. Note. Experience in Mechanical, Electrical and Plumbing works can be met through subcontractors.	Must meet requirements	Must meet requirements	N / A	N/A	Form EXP-2.4.2(b)

2.5 Personnel

2.5.1 Key Personnel (mandatory)

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

No.	Position	Total Work - Post Qualification Experience (years)
1	<p>One Contract Manager who shall be a Registered Professional in either: Architecture, Civil Engineering or Quantity Surveying with minimum 10 years post registration experience. The Contract Manager should have managed at least two building construction project involving Office Building Works.</p> <p>The Contract Manager shall attend all site meetings, co-ordination meetings, site visits conducted by the Consultants and report on progress of work. All correspondence from Contractor shall be signed by the Contract Manager.</p> <p>Requirement: Part Time</p>	At least 10 years in Building Construction Works

2.5.2 Other Personnel

The Bidder must demonstrate /undertake that it will have the additional personnel for the positions mentioned below:

No.	Position	Total Work - Post Qualification Experience (years)
1	<p>One Site Engineer who shall be a Degree holder in Civil Engineering and having minimum 10 years' experience in building construction. The Site Engineer should have managed at least two building construction projects over the last ten years involving Office Building works.</p> <p>The Site Engineer shall be required to supervise all construction works including temporary works, check drawings, and shall chair sub-contractor's meetings, issue minutes of meetings, attend site and co-ordination meetings with Consultants, report, prepare progress of work, prepare query lists and carry out Quality Controls, coordinate sub-contract work. The Site Engineer shall have broad experience in mechanical and electrical works, finishes and building envelopes.</p> <p>Requirement: Full Time</p>	At least 10 years in Building Construction Works

2	<p>One Site Technician/Quality Controller who shall have a Diploma in Building and Civil/Structural Engineering and having minimum 5 years' experience in Building Works.</p> <p>The Technician/Quality Controller should have handled at least one building project over the last five years involving Office Building works.</p> <p>The Site Technician/Quality Controller shall be required to assist the Site Engineer, supervise all structural and civil works and carry out quality control on all building and civil works except MEP services</p> <p>Requirement: Full Time</p>	At least 5 years in Building Construction Works
3	<p>One Quantity Surveyor holding at least a BSc in Quantity Surveying with a minimum of 8 years' experience or a Diploma in Quantity Surveying with a minimum of 10 years' experience.</p> <p>The Quantity Surveyor must have successfully completed at least two building projects over the last eight years involving Office Building works.</p> <p>The Quantity Surveyor shall prepare all interim valuations, site measurements, attend site meetings & coordination meetings, certify claims, prepare all schedules, site measurements details, co-ordinate all quantity surveying matters with Consultants, prepare Final Accounts, Cash Flows and all matters relating to Quantity Surveying.</p> <p>Requirement: Part Time</p>	At least 8 years for BSc Holder or 10 years for Diploma Holder
4	<p>One Site Mechanical Engineer holding a degree in Mechanical/Mecatronics Engineering with a minimum 8 years' experience in Mechanical Installation.</p> <p>The Site Mechanical Engineer shall have successfully completed at least two building projects over the last ten years involving Office Building works.</p> <p>The Site Mechanical Engineer will be responsible to check all mechanical drawings, prepare query list, attend site co-ordination and site meetings, carry out quality control, co-ordinate with MEP Consultant, carry out testing and commissioning of Mechanical Works, submit progress of works and respond to all matters relating to Mechanical Works</p> <p>Requirement: Part Time</p>	At least 8 years in Mechanical Installation

5	<p>One Site Electrical Engineer holding a degree in Electrical Engineering with a minimum of 8 years' experience in Electrical Installation.</p> <p>The Site Electrical Engineer must have successfully completed at least two building projects over the last ten years involving Office Building works.</p> <p>The Site Electrical Engineer will be responsible to check all electrical drawings, prepare query list, attend site co-ordination and site meetings, carry out quality control, co-ordinate with MEP Consultant, carry out testing and commissioning of Electrical Works, submit progress of works and respond to all matters relating to Electrical Works</p> <p>Requirement: Part Time</p>	At least 8 years in Electrical Installation
6	<p>One MEP Coordinator under a direct contract appointment of the Main Contractor holding a Diploma with a minimum of 8 years' experience or BSc in Mechanical/Electrical Engineering with a minimum of 5 years' experience or related field.</p> <p>The MEP Coordinator must have successfully completed at least two building projects over the last five years as M&E Coordinator involving Office Building works.</p> <p>The MEP Coordinator shall coordinate all MEP works, prepare quality control for MEP Works, coordinate MEP construction drawings and as built drawings.</p> <p>Requirement: Full Time</p>	At least 5 years for BSc Holders and 8 years for Diploma Holders
7	<p>One Health & Safety Officer holding a Diploma in Occupational Health and Safety or equivalent relating to Building with a minimum 5 years' experience</p> <p>The Health & Safety Officer must have successfully completed at least two building projects as Health & Safety Officer involving Office Building works.</p> <p>Requirement: Part Time</p>	At least 5 years Diploma in Occupational Health and Safety relating to Building

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

2.6 Equipment

The Bidder must demonstrate/undertake that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Mobile Crane (10 T)	1
2	Concrete mixer with weight batcher (2 cum)	1
3	Loader (1 cum)	1
4	Vibrating roller (10 – 20 T)	1
5	Excavator – 175 HP	1
6	Backhoe Loader (10 T)	1
7	Lorries (10 – 20 T capacity)	1
8	Bobcat – 29.3 Kv	1

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

Section IV - Bidding Forms

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Bid Submission Form

<p style="text-align: center;">CONSTRUCTION OF PERMIT OFFICE AT SSR INTERNATIONAL AIRPORT FOR THE DEPARTMENT OF CIVIL AVIATION</p>

Date: _____

Bidder's Reference No.: _____

Procurement Reference No.:.....

To: **The Director
Department of Civil Aviation
SSR International Airport
Plaine Magnien
Mauritius**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: **Construction of a New Permit Office at SSR International Airport for The Department of Civil Aviation.**
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
- _____ exclusive of VAT;
- (d) The discounts offered and the methodology for their application are:
- _____;
- (e) Our bid shall be valid for a period of **Ninety (90) days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents or up to whichever is later, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) I/We hereby confirm that I/we have read and understood the content of the Bid Securing Declaration/Bid Security attached herewith and subscribe fully to the terms and conditions contained therein, if required. I/We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;

- (h) If our bid is accepted, we commit to obtain a performance security and a preference security (if applicable) in accordance with the Bidding Document;
- (i) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (j) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;
- (k) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 5.4, other than alternative offers submitted in accordance with ITB 14;
- (l) 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 or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (m) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.6;
- (n) We hereby “*apply/do not apply*” for the Margin of Preference as provided for in the bidding document.
- (o) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
.....
.....

- (p) 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.

- (q) 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;
- (r) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (s) 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

Appendix to Bid Submission Form

Bid Securing Declaration

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

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

- (a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the 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 by the (*insert name of public body*) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

Form of Bid Security (Bank/Insurance Guarantee)

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

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

Date:

BID GUARANTEE No.:

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

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

At the request of the Bidder, we*name of Bank/Insurance Company* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*amount in figures*..... .(*amount in words*.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Bidders.

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

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

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

.....*Bank/Insurance Company's seal and authorized signature(s)*.....

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Schedule of Materials

Bidder Information Sheet – Form ELI 1.1

JV Information Sheet – Form ELI 1.2

History of Non Performing Contract – Form CON-2

Current Contract Commitments / Works in Progress – Form CCC

Financial Situation

Financial Resources – Form FIN 3.3

Specific Experience – Form EXP – 2.4.2(a)

Specific Experience in Key Activities – Form EXP – 2.4.2(b)

Forms for Personnel

Form PER – 1: Proposed Personnel

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

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

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

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

[illegible]

Forms for Equipment

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

Type 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	

The following information shall be provided only for equipment not 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	

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

SCHEDULE OF MATERIALS

The Bidder is requested to complete this section stating the make, reference and origin of materials, he intends to use for executing this contract.

The trade name stated in the Bill of Quantities and specifications are a guide to the type and quality of materials required.

The Bidder may offer equivalent for consideration by the Architect.

In all cases, catalogues and full technical specifications of materials proposed must be submitted with the tender.

Note: For item consisting of various models and references, Contractor to submit separate sheets.

Item	DESCRIPTION	MAKE	REFERENCE	COMPLIANCE SPECIFICATION	REQUIRED CATALOGUES
1	Bill No.2 Section 2.4 - Roof Waterproofing Bidder to submit technical brochure for waterproofing membrane .				
2	Bill No.2 Section 2.5 - Doors and Windows Bidder to submit technical literature for proposed aluminium openings and curtain walling. Bidder to submit brochure for proposed ironmongeries				
3	Bill No.2 Section 2.6 – Aluminium Composite Cladding' Bidder to submit brochure for proposed Aluminium Cladding				

4	<p>Bill No.2 Section 2.7 – Sanitary Wares and Fittings.</p> <p>Bidder to submit technical literature for proposed sanitary wares and fittings</p>				
5	<p>Bill No.6.11 – 6.25 - Electrical Installation Services</p> <p>Bidders to submit brochure/technical specification of the following proposed items:</p> <ul style="list-style-type: none"> (a) Main Low Voltage Panel (MDB) (b) Sub-DBs (c) Electrical Sockets (d) Isolators/Switch Disconnectors (e) Data/TV Sockets (f) UPS (g) CCTV System (h) Earthing & Lighting Protection (i) Access Control Equipment (j) Fire Detection and Alarm System (k) Structured Cabling 				

6	Bill No.6.13 - Internal Luminaires & Emergency lights Bidders to submit brochure/technical specification of the following proposed items: (a) Type L01 (b) Type L02 (c) Type L03 (d) Type L04 (e) Wall Light				
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7	Bill No.6.8 / 6.9 - Air Conditioning & Ventilation Bidders to submit brochure/technical specification of the following proposed items: (a) VRV Outdoor Unit (b) VRV indoor unit (c) Fresh air supply fans (d) Toilet extraction fans (e) Dampers (f) Grilles/Diffusers (g) Fire Stopping				
8	Bill No.6.22 - Lift Installation Services Bidder to submit technical data sheets for proposed Lift				

Bidder's Qualification

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

Form ELI 1.1
Bidder Information Sheet

Date: _____

Bidder's Reference Bidding No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.2 and 5.3. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 5.2 <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.6. <input type="checkbox"/> Attach Registration Certificate with the CIA for the Bidder including those for the members of the Joint Venture, and for the joint venture, if applicable.

Form ELI 1.2
Party to JV Information Sheet

Date: _____

Bidder's Reference No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.2 and 5.3. <input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.6.

Form CON – 2**History of Non-Performing Contracts**

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____

Bidder's Reference No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III(Evaluation and Qualification Criteria).			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, MUR equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III(Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III(Evaluation and Qualification Criteria), as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, MUR equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Form CCC**Current Contract Commitments / Works in Progress**

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current MUR equivalent)	Estimated completion date	Average monthly invoicing over last six months (MUR month)
1.				
2.				
3.				
4.				
5.				
etc.				

Financial Situation

Historical Financial Performance

Bidder's Legal Name: _____ Date: _____
 JV Partner Legal Name: _____ Bidder's _____ Reference _____ No.: _____
 _____ Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in MUR equivalent	Historic information for previous _____ () years (MUR equivalent in millions)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or

parent companies

- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form FIN 3.3
Financial Resources

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

Supporting documents include Bank Certificate in the format as given hereunder.

Source of financing	Amount (MUR equivalent)
1.	
2.	
3.	
4.	

Form EXP – 2.4.2(a)
Specific Experience

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____ Bidder's Reference No.: _____

Page _____ of _____ pages

Similar Contract Number: ____ [insert specific number] of ____ [insert total number of contracts required.]	Information		
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 partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	MUR _____
Employer's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

Form EXP – 2.4.2(a) (cont.)
Specific Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____
pages
JV Partner Legal Name: _____

Similar Contract No. <i>__[insert specific number] of __[insert total number of contracts] required</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

Form EXP – 2.4.2(b)
Specific Experience in Key Activities

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____ Bidder's Reference No.: _____

Subcontractor's Legal Name: _____ Page _____ of _____ pages

	Information		
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 partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	MUR _____
Employer's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

Form EXP – 2.4.2 (b)(cont.)
Specific Experience in Key Activities (cont.)

Bidder's Legal Name: _____ Page _____ of _____
pages

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2(b) of Section III (Evaluation and Qualification Criteria):	

PART 2 – Employer’s Requirements

Section V - Employer's Requirements

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Specifications

The detailed specifications for the works are in Volume III – Section XI of the Bidding Documents.

Drawings

The list of Tender Drawings is in Volume II – Section X of the Bidding Documents.

Architect's Tender Drawings

Structural Engineer's Tender Drawings

MEP Engineer's Tender Drawings

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

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

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office ppo.govmu.org under Ref. No. W/GCC 10/04-24 dated April 2024.

Section VII. Particular Conditions of Contract

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

A. General	
GCC 1.1 (r)	The Employer is Department of Civil Aviation, SSR International Airport, Plaine Magnien
GCC 1.1 (v)	The Intended Completion for the whole of the Works shall be within Three Hundred and Sixty Five (365) days from the date of commencement of work which date shall be Fourteen (14) days from the Date of Issue of the Letter of Acceptance.
GCC 1.1 (y)	The Project Manager is will be designated by the Department of Civil Aviation upon award of contract.
GCC 1.1 (aa)	The Site is located at Plaine Magnien on the SSR International Aripport compound as defined in location plan of the Architect.
GCC 1.1 (dd)	The Start Date of the Contract shall be fourteen (14) days after date of issue of the Letter of Acceptance.
GCC 1.1 (hh)	<p>The Works comprise the construction of the following:-</p> <ul style="list-style-type: none"> (i) Demolition of existing one-storeyed Office Building including the substructure part and carting away all demolished materials from site. (ii) Construction of a New Permit Office Building in two storey with an approximate total gross floor area of 468 sqm comprising of Ground and First Floor complete with all finishings. (iii) Drainage installation works (iv) Pump room and underground concrete water tank (v) Mechanical & Electrical Works comprising of electrical, air conditioning and ventilation works, plumbing and fire fighting works, lift installation works, electronic security system, etc.
GCC 2.2	Sectional Completions are <i>Not Applicable</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> - The Performance Security - The Insurance policies

GCC 3.1	<p>The language of the contract is English</p> <p>The law and regulations that apply to the Contract are those of Mauritius.</p>
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: Contractors appointed by the Employer under direct contract for Fit Out Works, telephone installation, artworks, etc.
GCC 13.1	<p>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:</p> <p>(a) for the Works, Plant and Materials: Minimum Amount of Insurance shall be the total value of the Contract Price including VAT plus an additional sum of 15% to cover any additional costs incidental to the rectification of loss and damage.</p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i></p> <p>(d) for personal injury or death of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].:</p> <p>(e) for injury to persons and loss or damage to property for an amount of MUR 10,000,000 representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property <i>[except the Works, Plant, Materials, Equipment and damage to property insured under GCC 13.1 (a), (b) & (c)]</i> or to any person <i>[except for Contractor's employees insured under GCC 13.1 (d)(i)]</i> including the Employer and its representatives which may arise out of the Contractor's performance of the contract. <i>This insurance shall be for a limit per occurrence of not less than the amount stated above (i.e MUR 10 million), with no limit in number of occurrences. The ceiling for the Third Party Liability shall be for a minimum amount of MUR 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount.</i></p> <p>(f) 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> <p>The insurance policies shall be extended to cover for any extension of the intended completion date or due to delay by the contractor up to the end of the defects liability period of the works.</p>
GCC 14.1	There are no Site Investigation Reports for this project. Bidders are however advised to visit the site prior to submission of bid. They should acquaint themselves with the nature of the site, extent of the work, means of access and all other matters which may influence their bid.
GCC 20.1	The Site Possession Date(s) shall be: within seven (7) days from date of issue of Letter of Acceptance. In case of any delay in the handing over of site, the Start Date will be extended accordingly but at no additional cost to the Employer, unless the delay is considered by the Project Manager, in consultation with the Employer/Consultant, to be unreasonable.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	<p>In case the contract does not provide for an adjudicator and a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to the courts of Mauritius.</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not Applicable.
GCC 24.4	For Contracts with domestic Contractor, any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Mauritian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties.

B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.
GCC 25.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is MUR 25,000 in the next payment certificate.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is Three Hundred and Sixty Five (365) days .
D. Cost Control	
GCC 39.7	<p>Interim Payment for Plant and Material on site and off site to be incorporated in the Works is applicable.</p> <p>Add the following Sub-Clause 39.8 after the first paragraph of Sub-Clause 39.7</p> <p>Eighty per cent (80%) of the invoice value of permanent materials to be incorporated in the works delivered by the Contractor on the Site for incorporation in the Permanent Works but not incorporated in such works or kept off site but can be easily and duly identified for later incorporation of the works and supported by Insurance Covers and Cession of Rights Certificate.</p>
GCC 40.1	<i>Amend clause 40.1 by replacing 21 days by 14 and 42 days by 28 days.</i>
GCC 41.1 (l)	<p>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</p> <ol style="list-style-type: none"> (1) 50 mm rainfall or above recorded in one day or continuous rainfall at the site causing an interruption of work exceeding 4 hours. Measurements are to be obtained from the Department of Meteorological Services measuring station nearest to the site. (2) An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius; and (3) Cyclone warning Class III or IV
GCC 43.1	The currency of the Employer’s country is: Mauritian Rupees .
GCC 44.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 44, except for Value Added Tax at the rate prevailing at the date of submission of Bid.

GCC 45.1	<p>The proportion of payments retained :</p> <p>The retention money shall be ten percent (10%) of the value of Works executed but not limited to five percent (5%) of the Contract Price.</p>
GCC 46.1	<p>The liquidated damages for the whole of the Works are MUR 30,000 per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 5% of the accepted contract amount.</p>
GCC 47.1	Not Applicable
GCC 48.1	<p>The Advance Payment shall be <i>ten percent (10 %) of the Contract Price less prime cost sums, provisional sums and contingency sum and shall be paid to the contractor not later than twenty-eight (28) days from the date of issue of certificate.</i></p> <p><i>The Advance Payment will be effected against a Bank Guarantee in the form stated in Section VIII of the Bidding Documents.</i></p>
GCC 48.3	<p>If the advance payment has not been repaid prior to the issue of the Completion Certificate for the Works or prior to Termination under Clause 57 of the GCC, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer or recovered from the Advance Payment Security as applicable.</p>
GCC 49.1	<p>The Performance Security amount is ten percent (10%) of the Contract Price inclusive of provisional sums and contingencies sums and VAT and shall be in the form of a Bank Guarantee as per format in Section VIII and shall be submitted within 14 days of the Letter of Acceptance. The Performance Security should be valid up to 28 days after the issue of the Defects Liability Certificate. Where the Performance Security and insurance covers expire before the end of the date of completion of works, the contractor shall renew the Insurance covers and Security to cover the period up to the completion of works and shall extend these to cover the Defects Liability Period at no extra cost. The Contractor shall inform the Client in writing of the steps taken.</p>
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is Fourteen (14) days after Certificate of Completion of the Works has been issued.</p> <p>The date by which “as built” drawings are required is Twenty Eight (28) days after Certificate of Completion of the Works has been issued.</p>
GCC 56.2	<p>The amount to be withheld for failing to produce “as built” drawings</p>

	and/or operating and maintenance manuals by the date required in GCC 56.1 is MUR 50,000 .
GCC 57.2 (g)	The maximum number of days is the number of days equivalent to the maximum amount of liquidated damages applicable as per Clause 46.1 above.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is Fifteen percent (15%) of the Contract Price .

Section VIII - Contract Forms

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

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*.

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

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

This is to notify you that your Bid dated *[insert date]* for execution of the ...
*[insert name of the contract and identification number, as given in the Appendix to Bid]* ..
 for the Accepted Contract Amount of the equivalent of *[insert
 amount in numbers and words and name of currency]* 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 within 28 days in accordance
 with the Conditions of Contract, using for that purpose of the Performance Security
 Form included in Section VIII (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by
 the Bidder]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator
 proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this
 Letter of Acceptance to _____ *[insert name
 of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such
 Authority to appoint the Adjudicator in accordance with ITB 43.1 and GCC 23.1.

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, its appendices and clarifications
 - c) the Addenda Nos *[insert addenda numbers if any]*.
 - d) the Particular Conditions
 - e) the General Conditions;
 - f) the Specification
 - g) the Drawings
 - h) the priced Bill of Quantities
 - i) the completed Schedules, and
 - j) any other document 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 Mauritius on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

Performance Security

.....*Bank/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).....

Sample Form of Preference Security
Form of Preference Security
(Bank/Insurance Guarantee)

To: _____ *[name of Employer]*
 _____ *[address of Employer]*

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]*⁷, we undertake to pay you, upon your first written demand and without your having to substantiate such demand any sum within the limit of _____ *[amount of Guarantee]*.¹

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

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

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

Signature and Seal of the Guarantor

Name of Bank/Insurance Company _____
 Address _____
 Date _____

⁷ Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

Advance Payment Security

The Guarantor..... *[insert bank/Financial Institution's name and address of place of issue, unless indicated in the letterhead]*

Advance Payment Guarantee No.:..... *[insert Guarantee Reference Number]* **Name of Contract/Contract No.:***[insert name or reference number of contract]*

The Beneficiary (the Employer):*[insert Name and Address of Employer]*

We have been informed that *[insert name and address of the Contractor]* (hereinafter called the "Applicant") is your Contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him/her to obtain a guarantee.

At the request of the Applicant, we*[insert name of Guarantor]* hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of*[insert in figures and words the maximum amount payable and the currency in which it is payable]* (the "Guaranteed Amount") upon receipt by us of your demand in writing and your written statement that:

- (a) the Applicant has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) the Applicant has failed to repay the advance payment in accordance with the Conditions of Contract, specifying the amount of the advance payment which the Applicant has failed to repay.

This guarantee shall become effective upon receipt (of the first instalment) of the advance payment by the Applicant. The Guaranteed Amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by interim payment certificates issued under Sub-Clause 40.1 of the Conditions of Contract. Following receipt of a copy of each interim payment certificate, we shall promptly notify you of the revised Guaranteed Amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at the following office *[insert address of office]* on or before.....*[insert the date 70 days after the expected expiry of the Time for Completion]* (the "Expiry Date"), when this guarantee shall expire.

The party liable for the payment of any charges:*[insert the name of the party]*.

This guarantee shall be governed by the laws of[insert the law governing the guarantee], and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

Format for Bank Certificate

(Bank's Official Letterhead)

Bank Certificate

Procurement Reference No:

Name of Project: .

For: (Name of public body)

THE UNDERSIGNED

(Bank Name):

(Address):

Certifies that the firm:

..... (Name of firm and address)

for the purposes of submitting a bid for the above-mentioned project has, at the present time,

the financial means and resources for the proper execution of the Contract (if awarded)

with a minimum of liquid assets and/or credit facilities of (MUR

.....) net of other contractual commitments.

Drawn at.....

Date:.....

For:(Bank Name)

Represented by:(Name of Officer)

Status:.....

Signature:.....

[Bank Seal]

[Note: The bidder should ensure that the Bank Certificate submitted by a Bank shall be substantially similar to the above format]

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