



Police Department

STANDARD BIDDING DOCUMENTS

for

Procurement of Freight Forwarding Services for the Police Department

Closing Date: 10th June 2009

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Introduction

The Standard Bidding Documents in this publication have been prepared for use in the procurement of Services by Open Advertised Bidding. They may also be adapted to Restricted Bidding with some changes generally necessary in the Instructions to Bidders and the Conditions of Contract.

These Documents are intended as model lump sum types of Contract, which are the most common in Services contracting. Lump sum contracts are used in particular for Services which are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions are unlikely.¹

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Services to be procured. The following directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Services; however, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Details to be provided by the Public Body prior to release of the bidding documents are limited to the Invitation for Bids (User's Guide), Instructions to Bidders (Section I), Bidding Data Sheet (Section II), and Special Conditions of Contract (Section VI), in addition to Sections IV and VII, which deal with Activity Schedule, Performance Specifications and Drawings, respectively. **Specific details** should be furnished in the spaces indicated by italicized notes inside brackets. Those details not filled in by the Public Body are the responsibility of the Bidder.
- (c) These Standard Documents are intended to serve on a repetitive basis. Modifications to address specific Project or Contract needs should be provided only in the Special Conditions of Contract as amendments to the Conditions of Contract. If modifications must be made to the bidding procedures, they can be presented in the Bidding Data Sheet.
- (d) The foot-notes and the notes inside boxes with single borders are not part of the text, but rather contain instructions for the user, as do the Preface and this

¹ Lump sum contracts should be used for Services that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design or performance variations are minimal. In lump sum contracts, the concept of priced "activity schedules" has been introduced, to enable payments to be made as "activities" are completed. Payments can also be made on the basis of percentage completion of each activity.

Introduction section. **They should not be incorporated in the bidding documents.** The cover should be modified as required to identify the bidding documents as to the names of the Project, Contract, and Public Body, in addition to the date of issue.

- (e) The notes inside boxes with double borders should be retained in the issued bidding documents, since these notes provide important guidance to bidders.
- (f) The standard documents have been prepared for bidding where postqualification applies; adaptations are necessary to ITB Clause 5 and corresponding Bidding Data Sheet, and Forms when prequalification has taken place. The process of prequalification of bidders is not covered in these standard documents.

Summary Description

These Standard Bidding Documents for Procurement of Services its User's Guide apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents should be selected as applicable). A brief description of these documents is given below.

SBD for Procurement of Non-consulting Services

Summary

PART 1 – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

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

Section III: Bidding Forms

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

PART 2 – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section V. General Conditions of Contract (GCC)

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

Section VI. Special Conditions of Contract (SCC)

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

Section VII. Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Public Body or the person drafting the bidding documents. **They should not be included in the final documents.**

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.

Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Public Body, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
 - 1.3 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Public Entities Related to Bidding Documents and to challenge and appeal**
 - 2.1 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 section 45 of the Public Procurement Act 2006 (hereinafter referred to as the Act.)
 - 2.2 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.

3. Corrupt Practices

3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.

- (a) Public Body officials and bidders/suppliers/contractors shall conform to the standards of conduct set forth in sections 51 and 52 of the Public Procurement Act, which provide as follows:

Section 51 Conduct of Public Officials

(1) A public official involved in planning or conducting public procurement proceedings or contract administration, shall:

- (a) discharge his duties impartially so as to ensure fair competitive access to procurement by suppliers;
- (b) act in the public interest, and in accordance with the objectives and procedures set out in this Act;
- (c) avoid conflicts of interest, and the appearance of conflict of interest, in carrying out his duties and conducting himself;
- (d) not commit or abet any corrupt or fraudulent practice, including solicitation or acceptance of improper inducements;
- (e) keep confidential any information that comes into his possession relating to procurement proceedings and to bids, including bidders' proprietary information;
- (f) for a period of 2 years after leaving the public service not accept a position of authority in any private concern with which he had official dealings; and
- (g) Declare his assets in such a manner as may be prescribed.

(2) Relatives

- (a) No public official, or his close relative, shall participate as a bidder in procurement proceedings of that public body and no award of a procurement contract shall be made directly to such official or to any body in which he or his close relative, is employed in a management capacity or has a substantial financial interest.
- (b) In the subsection, "close relative" includes spouse, child, grandchild or parent.

Section 52 Conduct of bidders and suppliers

- (1) A bidder or a supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.
- (2) A bidder or a supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process, or affect the execution of a contract.
- (3) A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, establish bid prices at artificial non-competitive levels or otherwise deprive a public body of the benefit of free and open competition.
- (4) A public body shall reject a bid if the bidder offers, gives or agrees to give an inducement referred to in subsection (1) and promptly notify the rejection to the bidder concerned and to the Policy Office.
- (5)
 - (a) Subject to paragraph (b), a bidder or supplier who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such bidder or supplier, shall not participate in such bidding.
 - (b) Paragraph (5) shall not apply to the several bodies (consultants, contractors or suppliers) that together may be performing the supplier's obligations under a turnkey or design-build contract."

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications,

and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Public Body to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

4.3 Government-owned enterprises in the Public body's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Public body.

4.4 While submitting any tender, a foreign individual, firm, company or institution, shall specify whether or not any agent has been appointed in Mauritius, and if so:

(a) the name and address of the agent;

(b) the amount of the commission amount to the agent, the type of currency and mode of payment;

(c) the conditions of the agency agreement; and

(d) the tax registration number of the local agent.

4.5 If a bid submitted stated that there is no local agent, and if it is proven thereafter that there exists an agent or if a bid has stated an amount for a commission and it is proven that there exists a higher amount for that commission, action shall be taken against him under section 52 of the Act for his suspension and debarment.

4.6 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement office of the Republic of Mauritius.

5. Qualification of the Bidder

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

5.2 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the **BDS**:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of

business; written power of attorney of the signatory of the Bid to commit the Bidder;

- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Public Body to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

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

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.2 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the

execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of Services of at least the amount **specified in the BDS;**
 - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
 - (d) an experienced supervisor with five years' experience in Services of an equivalent nature and volume; and
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and

resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

- 6. One Bid per Bidder**

 - 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

- 7. Cost of Bidding**

 - 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Public Body will in no case be responsible or liable for those costs.

- 8. Site Visit**

 - 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site where services are required and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of Bidding Documents**
- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Activity Schedule |
| Section V | General Conditions of Contract |
| Section VI | Special Conditions of Contract |
| Section VII | Performance Specifications and Drawings (if Applicable) |
| Section VIII | Contract Forms |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, IV, and VIII should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Public Body in writing or by fax or e-mail at the Public Body's address indicated in the invitation to bid. The Public Body will respond to any request for clarification received earlier than 21 days prior to the deadline for submission of bids. Copies of the Public Body's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Public Body may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Public Body.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Public Body

shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

- 12. Language of Bid**
- 12.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VII, based on the priced Activity Schedule, Section IV, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), Section VII and listed in the Activity Schedule, Section IV. Items for which no rate or price is entered by the Bidder will not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the

Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider 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 total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Public Body's country, the prices shall be quoted in the currency of the Public Body's country, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Public Body's country, the prices shall be quoted in up to any three currencies that are freely convertible.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Public Body to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Public Body may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will

be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security, if required, as **specified in the BDS**.

17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Public Body's Country or a freely convertible currency, and shall be in the form of a bank guarantee.

(a) be issued by a reputable overseas bank or a commercial bank operating in Mauritius.

(b) be substantially in accordance with the form of Bid Security included in Section VIII, Contract Forms.

(c) be payable promptly upon written demand by the Public Body in case the conditions listed in ITB Sub-Clause 17.5 are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Public Body as non-responsive.

17.4 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 Clause 35.

17.5 The Bid Security may be forfeited:

- (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 Sub-Clause 16.2; or
- (b) (i) if the successful Bidder fails to sign the Contract in accordance with ITB Clause 34; or furnish a Performance Security in accordance with ITB Clause 35. or
- (ii) if the Bidder does not accept a correction of an arithmetical error;

17.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent to constitute the JV.

**17 A. Bid
Securing
Declaration**

17A.1 If required in the BDS, the Bidder shall furnish as part of his bid a Bid Securing Declaration, accepting that if he withdraws or modifies his bid during the period of validity of the bid or does not accept correction of arithmetical error or if he is awarded the contract and fails to sign the contract or to submit a performance security before the deadline defined in the bidding documents, he may be disqualified for a period of time from being eligible for bidding in any public contract.

The Bid Securing Declaration shall be in the format contained in section IV, signed and duly endorsed by the Bidder.

**18. Alternative
Proposals by
Bidders**

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

18.2 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.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all

information necessary for a complete evaluation of the alternative by the Public Body, including calculations, technical specifications, breakdown of prices, proposed work methods 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 Public Body. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

**19. Format and
Signing of Bid**

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.2(a) or 5.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Public Body, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

**20. Sealing and
Marking of
Bids**

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.

20.2 The inner and outer envelopes shall

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

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- (b) be addressed to the Public Body at the address **provided in the BDS**;
 - (c) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (d) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 If the outer envelope is not sealed and marked as above, the Public Body will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Public Body at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Public Body may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Public Body and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Public Body after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in

accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Public Body will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Public Body may consider appropriate, will be announced by the Public Body at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Public Body will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Public Body's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Public Body, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

-
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Public Body may, at the Public Body's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Public Body may require. The request for clarification and the response shall be in writing or by fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Public Body in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Public Body on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Public Body, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Public Body in the Public Body's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 27. Examination of Bids and Determination of Responsiveness**
- 27.1 Prior to the detailed evaluation of bids, the Public Body will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Public Body's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Public Body, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Public Body for any arithmetic errors. Arithmetical errors will be rectified by the Public Body on the following basis: if there is a discrepancy between unit prices 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; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Public Body in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Public Body will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Day work where priced competitively) to either:

(a) the currency of the Public Body's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

or

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Public Body's country.

30. Evaluation and Comparison of Bids

30.1 The Public Body will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Public Body will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

-
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section VII;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Public Body reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Public Body will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 If so indicated in the BDS, contractors from the Republic of Mauritius may receive a margin of preference in Bid Evaluation, for which this clause shall apply.²

31.2 Bidders from the Republic of Mauritius shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a [...] percent margin of preference in the comparison of their Bids with those of Bidders who do not qualify for the preference. They should:

- (a) be registered within in Mauritius ;
- (b) have majority ownership by nationals of Mauritius;
- (c) not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.

31.3 The following procedure shall be used to apply the margin of preference:

- (a) Responsive bids shall be classified into the following

² *This Clause may be used only where the domestic preference is expressly permitted by the Bidding Documents.*

groups:

- (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 31.2; and
 - (ii) Group B: all other bids.
- (b) For the purpose of further evaluation and comparison of bids only, an amount equal to [...] percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 30.2 shall be added to all bids classified in Group B.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Public Body will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Public Body’s Right to Accept any Bid and to Reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the Public Body reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.

34. Notification of Award and Signing of Agreement

34.1 Following the identification of the successful bidder in accordance with section 40 of the Act, the Public Body shall provide notice in writing of the proposed award to the selected Bidder and to the general public. The notice shall be made by means of a letter (hereinafter and in the GCC called the “Letter of Acceptance”) Award of the contract shall be made in accordance with the time period referred to in section 40 of the Act.

34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance

Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 35.3.

34.3 The Agreement shall incorporate all agreements between the Public Body and the successful Bidder. It shall be signed by the Public Body and sent to the successful Bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Public Body.

34.4 The Public Body shall publish in its website the results identifying the bid and lot numbers and the following information: name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Public Body for a debriefing seeking explanations for the failure of their bids. The Public Body shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Public Body in writing to explain on which grounds its bid was not selected.

35. Performance Security

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Public Body a Performance Security in the amount and in the form (Bank Guarantee) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If a Performance Security is required from the successful Bidder in the form of a Bank Guarantee, it shall be issued by a commercial bank operating in Mauritius.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

36.1 The Public Body will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Public Body proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Public Body has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	The Public Body is the Police Department . The name and identification number of the Contract is Pol Qno 289 of 2008/ 09
1.2	The Intended Completion Date is 31st December 2010 . The Contract may be renewed for an additional period of 12 months subject to satisfactory performance
2.1	The Public body is the Police Department The Project is Freight Forwarding Services
5.2	The Qualification Information and Bidding forms to be submitted are as follows: 1. Valid Certificate of Registration or equivalent 2. Trading Licence or equivalent 3. Tax Account Number (TAN) 4. VAT Registration Certificate for the last financial year
5.3	The information needed for Bids submitted by joint ventures is as follows: (None)
5.4	The qualification criteria in Sub-Clause 5.4 are modified as follows: None
5.4(a)	The minimum required annual volume of Services for the successful Bidder in any of the last ten years shall be (Not Applicable)
5.4(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: To submit names of clients dealt with and evidences of past experiences
5.4(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be (Not Applicable) .
5.4(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs 300,000
5.5	Subcontractors' experience _____ be taken into account. Not Applicable)

B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be two original copies
C. Preparation of Bids	
12.1	Language of the bid: English
13.1	The additional materials required to be completed and submitted are: <i>(Not Applicable)</i>
14.4	The Contract _____ subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract. <i>(Not Applicable)</i>
15.1	Local inputs shall be quoted in Mauritian Rupees .
16.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide: <i>(Not applicable)</i>
17.2	The amount of Bid Security shall be _____ or an equivalent amount in a freely-convertible currency. <i>(Not Applicable)</i>
18.1	Alternative bids are not permitted.
18.2	Alternative times for completion are not permitted. If permitted, the range of acceptable completion time is: . <i>(Not Applicable)</i> If alternative times for completion are permitted, the evaluation method will be as follows: <i>(Not Applicable)</i>
18.4	Alternative technical solutions shall be permitted for the following parts of the Services: <i>(Not Applicable)</i> If alternative technical solutions are permitted, the evaluation method will be as follows: <i>(Not Applicable)</i> .
D. Submission of Bids	
20.2	The Police Department's address for the purpose of Bid submission is The Secretary, Police Tender Unit, Line Barracks Street, Port Louis . For identification of the bid the envelopes should indicate: Contract: Freight Forwarding Services Bid / Contract Number: Pol Qno 289 of 2008/ 09

21.1	The deadline for submission of bids shall be Wednesday 10th June 2009 not later than 13.30 hrs (local time).
E. Bid Opening and Evaluation	
24.1	Bids will be opened at <i>the Police Tender Unit</i> on Wednesday 10th June 2009 at the following address <i>Line Barracks Street, Port Louis</i> .
29.1	Currency chosen for the purpose of converting to a common currency. will be Mauritian Rupees. Source of exchange rate: Bank of Mauritius Exchange rate date. as per Closing Date.(for Evaluation Purpose)
F. Award of Contract	
35.0	The Performance Security acceptable to the Public Body shall be the in the Standard Form of <i>a Bank Guarantee issued by a Commercial Bank operating in Mauritius for a total amount of Rs 25,000.</i>
36.1	The Advance Payment shall be of _____ percent of the Contract Price. <i>(Not Applicable)</i>
37.1	The Adjudicator proposed by the Public Body is _____. The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: <i>(Not Applicable)</i> .

Section III. Bidding Forms

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Service Provider's Bid

[date]

To: *[name and address of Public Body]*

Having examined the bidding documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and if required, the Bid Security, as mentioned by the bidding documents and specified in the Bidding Data Sheet.

We have read and understood the content of the Bid Securing Declaration form contained in section III and subscribe fully to the terms and conditions of the Bid Securing Declaration, if required. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned in ITB 17 A.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

Service Provider Company's
Seal _____

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Public Body and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.3(c).

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.3(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

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

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

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

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

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

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

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

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

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance
[letterhead paper of the Public Body]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Public Body. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Public Body.

We confirm that *[insert name proposed by Public Body in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Public Body]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Public Body]* (hereinafter called the “Public Body”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Public Body”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Public Body for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Public Body has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Public Body that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Public Body

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Public Body and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Public Body shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Public Body]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid Security(Bank Guarantee)

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

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

Date:

BID GUARANTEE No.:

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. (Applicable to overseas bidders only).

.....***Bank's seal and authorized signature(s)***

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Public Body]*

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

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 its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the *[insert name of Public Body]* during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse 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) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by you and the performance security issued to you upon the instruction of the Bidder; 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.

Signature:

Name: *[insert complete name of person signing the Bid Securing Declaration]*

In the capacity of: *[Insert the position of the signatory in the company]*.....

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

****Please delete as appropriate***

Part II – Activity Schedule

Section IV. Activity Schedule

(Annex A)

FREIGHT CHARGES : IMPORT BY SEA
TERMS OF SHIPMENT : PORT TO PORT
PORT OF DESTINATION : PORT –LOUIS
COMMODITY : GENERAL CARGO

Country	Port of Loading	Currency	Ocean Freight per cbm	Baf (actual) per cbm	Full Container Load	
					Per 20' Container	Per 40' Container
France	Dunkerque					
	Rouen					
	Marseille					
UK	Felixstowe					
Italy	La Spezia					
Germany	Hamburg					
South Africa	Durban					
	Cape Town					
India	New Delhi					
	Mumbai					
	Chennai					
Korea	Seoul					
USA	New York					
Canada	Montreal					
China	Shanghai					

Local Charges applicable in Mauritius

Landing and Marine :.....
 Unstuffing Fee :.....
 Documentation & Agency Fee:.....
 Collection Fee:.....

(Annex B)

FREIGHT CHARGES : IMPORT BY AIR
TERMS OF SHIPMENT : AIRPORT TO AIRPORT
FROM AIRPORT OF DEPARTURE TO SSR INTERNATIONAL AIRPORT , PLAISANCE
COMMODITY : GENERAL CARGO

Country	Airport of Departure	Currency	Carrier	Min. Charge	< 45 Kg	> 45 Kg	> 100 Kg	> 300 Kg	> 500 Kg	FSC Actual	SSC Actual
France	CDG, Paris										
UK	Heathrow										
Italy	Milan										
Germany	Frankfurt										
South Africa	Johannesburg/ Durban/ Cape Town										
India	Mumbai										
	New Delhi										
	Chennai										
	Bangalore										
Singapore	Singapore										
Hong Kong	Hong Kong										
China	Shanghai										
U.S.A	Chicago										
	Los Angeles										
	New York										
Ireland	Dublin										
Sweden	Stockholm										
Switzerland	Geneva										

Country	Airport of Departure	Currency	Carrier	Min. Charge	< 45 Kg	> 45 Kg	> 100 Kg	> 300 Kg	> 500 Kg	FSC Actual	SSC Actual
Australia	Sydney										
	Melbourne										
	Perth										
Malaysia	Kuala Lumpur										
Japan	Tokyo										
U.A.E	Dubai										
Egypt	Cairo										
Canada	Montreal										
	Toronto										

Local Charges applicable in Mauritius

Airport Terminal Charges :.....
 Handling Charges :.....
 Documentation & Agency Fee:.....
 Bank Transfer Fee:.....

Part III – Conditions of Contract and Contract Forms

Section V. General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Public Body and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Public Body
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Public Body” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Public Body;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Public Body’s country;
- (l) “Local Currency” means the currency of the country of the Public Body;
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in

exercising all the Service Provider' rights and obligations towards the Public Body under this Contract;

- (n) "Party" means the Public Body or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Public Body;
- (q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Public Body
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Public Body
- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Mauritius, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Public Body may

approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Public Body or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Public Body for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Public Body The Public Body may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Public Body may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a

period of not less than sixty (60) days; or

- (d) if the Service Provider, in the judgment of the Public Body has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public Body 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

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Public Body, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Public Body fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after

receiving written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Public Body shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Public Body, and shall at all times support and safeguard the Public Body's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Public Body's business or operations without the prior written consent of the Public Body.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Public Body, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Public Body's request, shall provide evidence to the Public Body showing that such insurance has been taken out and maintained and that the current premiums have been paid.

-
- 3.5 Service Provider's Actions Requiring Public Body's Prior Approval** The Service Provider shall obtain the Public Body's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Public Body the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Service Provider to Be the Property of the Public Body** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Public Body, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Public Body, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Public Body at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Public Body may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Public Body shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Public Body's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Public Body no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form from a bank acceptable to the Public Body, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Public Body.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Public Body may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Public Body finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Public Body's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Public Body.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Public Body

- 5.1 Assistance and Exemptions** The Public Body shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Public Body shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in local currency is **set forth in the SCC**.
(b) The price payable in foreign currency is set **forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the

conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Public Body specifying the amount due.

6.5 Interest on Delayed Payments

If the Public Body has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Public Body has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Public Body. Each completed form shall be verified and signed by the Public Body representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Public Body shall be as **indicated in the SCC**. The Public Body shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Public Body may instruct the Service Provider to search for a Defect and to uncover and test any service that the Public Body considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Public Body shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Public Body's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Public Body's notice, the Public Body will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of

Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Public Body and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Public Body and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Public Body and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Public Body and the Service Provider. In case of disagreement between the Public Body and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VI. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <i>The Republic of Mauritius</i> .”
1.1(a)	The Adjudicator is <i>(Not Applicable)</i>
1.1(e)	The contract name is <i>Freight Forwarding Services</i>
1.1(h)	The Public Body is <i>the Police Department</i>
1.1(m)	The Member in Charge is Mr Tang Man
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: <i>Laws of Mauritius</i>
1.3	The language is <i>English</i>
1.4	<p>The addresses are:</p> <p>Public Body: <i>Police Department</i></p> <p>Attention: <i>Assistant Manager, Procurement & Supply,</i> <i>Police Tender Unit,</i> <i>Line Barracks, Port Louis</i></p> <p>Facsimile: <i>211 9116</i></p> <p>Email: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Public Body: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is as from 1 st <i>July 2009 or otherwise will be decided by the Police Department.</i> .

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.2.2	The Starting date for the commencement of Services is as from 1 st July 2009
2.3	The Intended Completion Date is 31st December 2010 . The Contract may be renewed for an additional period of 12 months subject to satisfactory performance
3.2.3	Activities prohibited after termination of this Contract are: <i>all the services mentioned under this Contract</i>
3.4	The risks and coverage by insurance shall be: (c) Third Party motor vehicle (ii) Third Party liability (iii) Public Body's liability and workers' compensation ____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are (<i>Not Applicable</i>)]
3.7	Restrictions on the use of documents prepared by the Service Provider are: <i>Documents prepared by Service provider should be kept confidential. Information should not be disclosed.</i>
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price. (<i>Not Applicable</i>)
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is (<i>Not Applicable</i>).
5.1	The assistance and exemptions provided to the Service Provider are: (<i>Not Applicable</i>)
6.2(a)	The amount in local currency is <i>Not Applicable</i>
6.2(b)	The amount in foreign currency or currencies is <i>Not Applicable</i>
6.3.2	The performance incentive paid to the Service Provider shall be: (<i>Not Applicable</i>)
6.4	Payments shall be made according to the following schedule: (Not Applicable) • Advance for Mobilization, Materials and Supplies: _____ percent of the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</p> <ul style="list-style-type: none"> Progress payments in accordance with the milestones established as follows, subject to certification by the Public Body, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <p>(Not Applicable)</p> <ul style="list-style-type: none"> ➤ _____(indicate milestone and/or percentage) _____ ➤ _____(indicate milestone and/or percentage) _____ and ➤ _____(indicate milestone and/or percentage) _____ <p>Should the certification not be provided, or refused in writing by the Public Body within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within (Not Applicable) days in the case of the final payment.</p> <p><i>The interest rate is 2%</i></p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(d) For local currency:</p> <p style="padding-left: 40px;">A_L is _____</p> <p style="padding-left: 40px;">B_L is _____</p> <p style="padding-left: 40px;">C_L is _____</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(e) For foreign currency</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>A_F is _____</p> <p>B_F is _____</p> <p>C_F is _____</p> <p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Public Body are as follows: _____</p> <p>The Defects Liability Period is _____ (<i>Not Applicable</i>).</p>
8.2	<p>In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Mauritius (<i>Not Applicable</i>)</p>
8.2.3	<p>The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____ (<i>Not Applicable</i>)</p>
8.2.4	<p>The arbitration procedures of _____ will be used (<i>Not Applicable</i>)</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is _____ (<i>Not Applicable</i>)</p>
Other Conditions	<ol style="list-style-type: none"> 1. Bidders should provide a list of Agents with names, addresses and phone numbers with Contact Person. 2. The goods shall reach the destination that is, Port Louis or SSR Airport from where the Clearing and Forwarding Unit will arrange for Clearance from Customs against relevant documents such as Bill of Entry, Delivery Orders & Payment for Services to the Local Agent will be effected for Landing and Freight Charges. 3. Bidders should submit their Company Profile 4. Bidders should have a profound knowledge in International import and export regulation. (Evidence to be submitted along with the bid.) 5. Prices should be quoted in F.O.B basis, inclusive of all charges. 6. Bidders should propose their method of monitoring the despatch of goods and documents 7. The Bidder shall provide an All – Risks Insurance Policy to cover the total value of goods stored at the container depot. 8. Successful bidders will have to arrange for all necessary booking of spaces with carriers and airlines, with all necessary documentation.

Section VII. Performance Specifications and Drawings

(Describe Outputs and Performances, rather than Inputs, wherever possible)

Section VIII. Contract Forms

Table of Forms

Performance Security (Bank Guarantee)..... 68

Bank Guarantee for Advance Payment 69

Performance Security (Bank Guarantee)

.....*Bank's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Body*

Date:.....

PERFORMANCE GUARANTEE No.:.....

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

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

At the request of the Contractor, we *name of Bank*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... 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. 458. (Applicable to overseas contractor only).

.....**Seal of bank and Signature(s)**.....

Bank Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

Downloadable Form to be returned to the address below

**Freight Forwarding Services
Qno. 289 of 2008/2009**

**To: The Commissioner of Police
c/o Police Tender Unit
Line Barracks, Port Louis**

Kindly note that we have downloaded the tender for the Freight Forwarding Services for the Police Department, Mauritius.

2. We intend to participate.

Name of Firm:.....

Name of Contact Person:.....

Mail Address:.....

E-mail Address:.....

Fax No:.....

Tel No:.....

Signature:.....