THE DISTRICT COUNCIL OF PAMPLEMOUSSES

BIDDING DOCUMENT

ISSUED ON: 04 APRIL 2019

Construction of RC Incinerator Building & Shelter and Related Site Works and Ancillary Works at Calebasses

Procurement Reference No: ONB/DCP/06/18-19

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Standard Bidding Document

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# Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid
   1.1 The Public Body as defined in Section II “Bidding Data Sheet” (BDS) also referred to herein as Employer invites bids for the construction of Works, as described in the BDS and Section VII, “Particular Conditions of Contract” (PCC).

   The name and identification number of the Contract are provided in the BDS and the PCC.

   1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period specified in the BDS.

   1.3 Throughout these bidding documents, the terms:

   (a) “writing” means any typewritten or printed communication, including e-mail and facsimile transmission,

   (b) “day” means calendar day, and

   (c) Singular also means plural.

2. Source of Fund
   2.1 The Works shall be financed by the Public Body’s own budgetary allocation, unless otherwise stated in the BDS.

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

   3.2 Addresses to forward Challenges or Application for Review are specified in the BDS.

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

   4.2 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): ppo.govmu.org

   4.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has,
directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

4.4 The Employer commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority (ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

5. Eligible Bidders

5.1 (a) In accordance with CIDB Act 2008, Contractors currently operating in the construction industry have the statutory obligation to be registered with the Construction Industry
Development Board (CIDB) accordingly.

(b) Subject to paragraph (e), Foreign contractors as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to bidding for this project. If the contract is awarded to the foreign contractor the latter shall have to apply for and obtain a Temporary Registration before starting the project.

(c) Contractors whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to bidding for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.

(d) Sub-contractors undertaking works for value Rs 500 000 or above are subject to registration as applicable to Contractors.

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

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

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

5.2 (a) Subject to ITB 5.6, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS.

(b) Bidder may be natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture.

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

(i) the Bid shall include all the information listed in ITB
Sub-Clause 6.2 below for each joint venture partner;

(ii) the Bid shall be signed so as to be legally binding on all partners;

(iii) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

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

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

5.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a
consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

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

5.4 (a) A bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified


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

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

6. Qualifications of Bidders

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

6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise stated in the BDS. If, after opening of bids, it is found that any document is missing, the Employer may request the submission of that document subject to clause 30. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.

(a) valid registration certificate with the CIDB;

(b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;

(c) major items of construction equipment proposed to carry out the Contract;

(d) qualifications and experience of key site personnel and technical personnel proposed for the contract;

(e) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial
(f) evidence of adequacy of cash-flow capital for this Contract (access to line(s) of credit and availability of other financial resources);

(g) authority to seek references from the Bidder's bankers;

(h) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards; and

(i) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

(a) duly registered with the CIDB under the grade that would allow him to perform the value of works for which he is submitting his bid

(b) registered with the CIDB under the class(es) and field of specialisation specified in the BDS;

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;

(d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise specified in the BDS; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

Pending litigations against the Applicant or any partner of a Joint Venture may result in Disqualification.
B. Contents of Bidding Document

7. Sections of Bidding Document

7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

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

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

8. Clarification of Bidding Document

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

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

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

9. Site visit/Pre-bid meeting

9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as provided for in the BDS. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Document

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

11. Cost of Bidding
11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

12. Language of Bid
12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.

13. Documents Comprising the Bid
13.1 The Bid shall comprise the following:
(a) Bid submission Form (in the format indicated in Section III);
(b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
(c) Technical Proposal as per ITB 18.1;
(d) completed Bill of Quantities / Activity Schedule;
(e) Bid Security as per: the format provided in section III or as a subscription to a Bid Securing Declaration in the Bid Submission Form; and
(f) any other material required to be completed and submitted by bidders, as specified in ITB and the BDS.

14. Bid Submission Form and Schedules
14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.

15. Alternative Proposal
15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section IV.

16. Bid Prices and Discounts
16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities submitted by the Bidder.

16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14
days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.

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

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

17. Currencies of Bid and Payment

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

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

18. Documents Comprising the Technical Proposal

18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section III), in sufficient details to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.

19. Period of Validity of Bids

19.1 Bids shall remain valid for a period of **180 days** after the bid submission deadline prescribed by the Employer unless otherwise specified in the BDS.

19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

20. Bid Security/Bid Securing Declaration

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

20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section III and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.

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

20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as
21. **Format and Signing of Bid**

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

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

22. **Sealing and Marking of Bids**

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

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

22.2 The inner and outer envelopes shall:

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

(b) be addressed to the Employer as indicated in ITB 22.1;

(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

23. **Deadline for Submission of Bids**

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

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

24. **Late Bids**

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

25. **Withdrawal, Substitution, and**

25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the
Modification of Bids  
expiration of the period of bid validity specified by the Bidder on the Bid submission Form or any extension thereof.

26. Bid Opening  
26.1 The Employer shall open the bids at the time place and address specified in the BDS in the presence of Bidders’ designated representatives who choose to attend.

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

E. Evaluation and Comparison of Bids

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

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

28. Clarification of Bids  
28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

29. Determination of Responsiveness  
29.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB13.

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

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section IV (Employer’s Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

31. Correction of Arithmetical Errors

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

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32. Margin of Preference

32.1 Unless otherwise specified in the BDS, Margin of preference shall not apply.

33. Evaluation of Bids

33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

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

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for acmeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and

(b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section IV, and Margin of Preference, if applicable.
33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section IV (Evaluation and Qualification Criteria).

33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

34. Comparison of Bids

34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.

35. Qualification of the Bidder

35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.

36. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

37. Award Criteria

37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to
remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal (publicprocurement.govmvu.org) and the Employer’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and


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

39. Signing of Contract

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

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

40. Performance Security

40.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Preference Security

40.3 The successful bidder having benefitted from a Margin of Preference shall provide a Preference Security, as specified in the BDS. The amount for the Preference Security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract, if the said Margin of Preference was not applicable.

41. Advance Payment and Security

41.1 The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.
42. **Plant and Materials on site**

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

43. **Debriefing**

43.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.
## Section II- Bidding Data Sheet

### A. General

**ITB 1.1** The Public Body is **The District Council of Pamplemousses**.  
The Works consist of the **Construction of RC Incinerator Building & Shelter and Related Site Works and Ancillary Works at Calebasses**.  
The identification of the Contract is Procurement Ref: **ONB/DCP/06/18-19**.  
The Project can be described as follows:  
CONSTRUCTION OF RC INCINERATOR BUILDING, SITE WORKS AND ANCILLARY WORKS

**ITB 1.2** The Intended Completion period is within 90 days as from the Start Date

**ITB 2.1** The Funding Agency is: **The District Council of Pamplemousses**

**ITB 3.2**  
(a) The address to file Challenges in respect of this procurement is:  

```
The Chief Executive  
District Council of Pamplemousses  
Morrison Road  
Pamplemousses  
Tel: 2438300
```  
(b) The address to file Application for Review is:  

```
The Chairman  
Independent Review Panel,  
9th Floor, Wing B  
Emmanuel Anquetil Building  
Pope Hennessy Street  
Port Louis  
Tel: 2013921
```  

**ITB 5.4** The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office: ppo.govmu.org

**ITB 6.2** The information required from bidders in ITB Sub-Clause 6.2 is modified as follows:

**ITB 6.2 (g)** The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.

**ITB 6.3 (b)** The Contractor shall demonstrate that it is registered with the CIDB with specialization in the following areas- Building Construction Works or Civil Engineering Construction Works.

**ITB 6.3 (c)** The essential equipment to be made available for the Contract by the successful Bidder shall be:
<table>
<thead>
<tr>
<th>JCB Excavator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bobcat</td>
</tr>
<tr>
<td>Crane Lorry</td>
</tr>
<tr>
<td>Trucks</td>
</tr>
<tr>
<td>Concrete Mixer</td>
</tr>
<tr>
<td>Asphalt Paver</td>
</tr>
<tr>
<td>Vibrating Roller Compactor of operating weight minimum 2.5T</td>
</tr>
<tr>
<td>Pneumatic Roller</td>
</tr>
<tr>
<td>Water Pump</td>
</tr>
<tr>
<td>Poker/Vibrator</td>
</tr>
</tbody>
</table>

**ITB 6.3 (d)** The key personnel to be made available for this contract shall be:

1. A Site Agent with Diploma in Civil Engineering having minimum 5 years of experience in works of similar nature.
2. A Foreman with at least ten years of experience in works of similar nature.

**ITB 6.3 (e)** The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs **1.5 million**.

**B. Bidding Documents**

**ITB 8.1** The Public Body's address for clarification is

The Chief Executive  
District Council of Pamplemousses  
Morrison Road  
Pamplemousses  
Tel: 2438300  
Fax: 2431452

**C. Preparation of Bids**

**ITB 13.1 (f)** Any additional materials required to be completed and submitted by the Bidders are

1. **Any structural amendment required in the building to house the incinerator.**

**ITB 17.1** The Contract is not subject to price adjustment in accordance with GCC Clause 44.

**ITB 17.2** Interim Payment for Plant and Material on site is not applicable.

**ITB 19.1** The Bid shall be valid for **180 days** after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1  *Bids shall include a subscription to a Bid Securing Declaration.*

**D. Submission of Bids**

**ITB 23.1**  
The deadline for submission of bids shall be **Monday 06 May 2019 up to 14.00 hrs (Local Time) at latest.**

The Employer’s address for the purpose of Bid submission is  
**Attention: The Chief Executive, District Council of Pamplemousses**  
**Address: Morrison Road, Pamplemousses**

**E. Evaluation and Comparison of Bids**

**ITB 26.1**  
The bid opening shall take place at:  
**The Committee Room**  
**The District Council of Pamplemousses**  
**Pamplemousses**  
**Date: Monday 06 May 2019;  Time: 14.15 hours**

**ITB 32**  
32.1 A Margin of Preference shall apply as defined hereunder and in Section IV-Evaluation Criteria.

The following procedure shall be used to apply the Margin of Preference:

(a) responsive bids shall be classified into the following groups:

- Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference, and

- Group B: all other bids;

(b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.

32.2 Bidders applying for the Margin of Preference according to (b) above should submit evidence of:

(a) their incorporation in the Republic of Mauritius;
(b) their joint intenшен to create an entity with the intention to legally enter into a Joint Venture Agreement to be incorporated in the Republic of Mauritius, where applicable;
(c) the percentage of the total man-days to be deployed by local manpower with break-down indicating type of works to be entrusted to the local manpower.
(d) A financial statement signed by a certified Accountant vouching that the annual turn-over of the local Small and Medium enterprise (where applicable) does not exceed Rs 50M.

(e) their deployment of manpower to demonstrate how they will undertake to employ the local manpower for the project. The evidence may include the number of existing employees that will be involved in the project and the number of workers that may be hired temporarily. Non-submission of the evidence may entail non-eligibility of the bidder for margin of preference.

**F. Award of Contract**

<table>
<thead>
<tr>
<th>ITB 40.1</th>
<th>The Standard Form of Performance Security acceptable to the Public Body shall be “a Bank Guarantee”. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 40.3</td>
<td>For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee at the selected bidder’s option. For contract above Rs 100M, the preference security in the form of a bank guarantee issued from a local commercial bank shall be submitted at the time of contract award failing which the award of contract may be annulled.</td>
</tr>
<tr>
<td>ITB 41</td>
<td>Advance Payment shall be not be applicable</td>
</tr>
<tr>
<td>ITB 42.1</td>
<td>Interim Payment for Plant and Material on site is not applicable.</td>
</tr>
</tbody>
</table>
Section III - Bidding Forms

Table of Forms

Bid Submission Form ................................................................. 24
Qualification Information ............................................................ 28
Bill of Quantities ................................................................. 31
Form of Bid Security (Bank Guarantee) ..................................... 43
Bid Submission Form

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

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

Date: ____________________
Bidder’s Reference No.: ____________________
Procurement Reference No: ____________________

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;

(b) We offer to execute in conformity with the Bidding Documents the following Works:

__________________________________________________________________________;

(c) The total price of our Bid after discounts, if any, offered in item (d) below is:

__________________________________________________________________________;

(d) The discounts offered and the methodology for their application are:

__________________________________________________________________________;

(e) Our bid shall be valid for a period of ______ [insert validity period as specified in ITB 19.1.] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

(g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;
We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;

Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;

We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;¹

We hereby “apply/do not apply” for Margin of Preference as provided in the bidding document;²

We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

If awarded the contract, the person named below shall act as Contractor’s Representative:

Name: ____________________________________________

In the capacity of: ____________________________________

¹ Use one of the two options as appropriate.
² Strike out as appropriate
Signed: ____________________________

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

Date: ____________________________

Seal of Company ____________________________
Appendix to Bid Submission Form

Bid Securing Declaration

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

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

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

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

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

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

1. Individual Bidders or Individual Members of Joint Ventures

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

1.2 Where the specialization category for which the Bidder is required to be registered does not cover adequately the specialization required for the works Bidder shall provide [insert number] of works of a nature and amount similar to the Works performed as prime Contractor over the last [insert number] years. [Also list details of work under way or committed, including expected completion date(s).]

<table>
<thead>
<tr>
<th>Project/Contract name and country</th>
<th>Name of client and contact person</th>
<th>Type of work performed and year of completion</th>
<th>Value of contract (national currency )</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item of equipment</th>
<th>Description, make, and age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased (from whom)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience</th>
<th>Years of experience in</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.5 Proposed subcontracts and firms involved. Refer to General Conditions of Contract Clause 7.

<table>
<thead>
<tr>
<th>Sections of the Works</th>
<th>Value of subcontract</th>
<th>Subcontractor (name and address)</th>
<th>Experience in similar work</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

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

1.9 Information on current litigation(s) in which the Bidder is involved.

<table>
<thead>
<tr>
<th>Other party(ies)</th>
<th>Cause of dispute</th>
<th>Amount involved</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

2. Joint Ventures 2.1 The information listed in 1.1 - 1.9 above shall be provided for each partner of the joint venture.
2.2 The information in 1.11 above shall be provided for the joint venture.

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

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

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

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

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

3. Additional Requirements

3.1 Bidders should provide any additional information requested in the Bidding Document.
Bill of Quantities

PREAMBLE

1. The Schedules do not generally give a full description of the plant and equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

3. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.

4. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the bidding documents.

For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Technical Specifications, Drawings or elsewhere in the bidding documents.

5. Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly.

Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.

7. Items left blank will be deemed to have been included in other items. The TOTAL for each Schedule and the TOTAL of the Summary shall be deemed to be the total
price for executing the Facilities and sections thereof in complete accordance with
the Contract, whether or not each individual item has been priced.

8. When requested by the Employer for the purposes of making payments or part
payments, valuing variations or evaluating claims, or for such other purposes as the
Employer may reasonably require, the Contractor shall provide the Employer with a
breakdown of any composite or lump sum items included in the Schedules.

9. The quantities shown below are approximate, and will be subject to re-measurement
for payment purposes.

10. The Council reserves the right to remove or cancel any items from the Bill of
Quantity other than from the preliminary and general items.

11. The Public Body shall have the right to (a) ask for clarifications at time of evaluating
quotations, (b) split the contract on an item basis or (c) reject all quotations. The
Public Body shall not be bound to accept the lowest or any quotation.

12. The tenderer is advised to visit and inspect the site for which he is tendering prior to
submission of his offer as no claims will be allowed on the grounds of ignorance of
conditions under which the works will be executed. In particular, the tenderer must
decide for himself the existing ground levels, detection, deviation and protection of
existing services, the nature of the ground all at his own risks and costs and shall be
responsible to execute the works to the full satisfaction of the Engineer.
MAIN SUMMARY

CONSTRUCTION OF RC INCINERATOR BUILDING AND SITE WORKS

Procurement Reference No: ONB/DCP/06/18-19

<table>
<thead>
<tr>
<th>SN</th>
<th>DESCRIPTION</th>
<th>AMOUNT (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Preliminaries and General costs</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Substructure</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Superstructure</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Rendering, Painting and Tiling Works</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Openings and Roof</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Plumbing</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Electrical</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Site works</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Boundary Wall and Tarmac</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contingencies</td>
<td>400,000</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VAT at 15 %</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

To be signed by Authorised Representative of Company:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Signature &amp; Seal:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Position:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>A</td>
<td>PRELIMINARIES &amp; GENERAL COSTS</td>
</tr>
<tr>
<td>A1</td>
<td>To allow for costs related to Preliminaries and General Conditions of Contract requirements including the following but not limited to Setting out of the works, Site management, Contractor's Office, Overheads, Tools, plants and scaffolding, Store, stacking and storage of materials, Engineer's facilities, Insurance covers, Performance Bond, Watchmen, Signboard, Security of workmen and works on site, Temporary hoardings and gantries, Water and Electricity consumption for working purposes, Testing and samples, Remedying defects during defects liability period,</td>
</tr>
<tr>
<td></td>
<td>The tenderer is advised to visit and inspect the site for which he is tendering prior to submission of his offer as no claims will be allowed on the grounds of ignorance of conditions under which the works will be executed. In particular, the tenderer must decide for himself the existing ground levels, detection, deviation and protection of existing services, the nature of the ground all at his own risks and costs shall be responsible to execute the works to the full satisfaction of the Engineer.</td>
</tr>
<tr>
<td></td>
<td>Note: The Contractor is informed that the incinerator apparatus will be fixed in the incinerator room after completion of the building and the contractor will be required to make necessary arrangements and provide assistance to install the incinerator apparatus in the incinerator room.</td>
</tr>
<tr>
<td>A.2</td>
<td>PRELIMINARY WORKS ON SITE</td>
</tr>
<tr>
<td></td>
<td>All works to include Site clearance, uprooting of vegetation, removal/felling of trees, bushes, debris such as boulders and the like, including of handling, carting away. Rate to be ALL INCLUSIVE. Allow for providing special care so as not to interfere unnecessarily with or so as to accommodate any services, installations that may be met.</td>
</tr>
<tr>
<td></td>
<td>The exact sitting of the RC Incinerator building will be confirmed during handing over of site.</td>
</tr>
<tr>
<td></td>
<td>TOTAL PRELIMINARIES AND GENERAL</td>
</tr>
<tr>
<td></td>
<td>(Carry forward to Summary Sheet)</td>
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<tr>
<td>Item</td>
<td>Description</td>
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</tr>
<tr>
<td>B.1</td>
<td>Excavation in any material including rock and hard material including compacting bottom of excavations as required, all to engineer's approval and specification. Price to include dewatering of trenches if required. Excavation of bases and strip footing as per drawing including carting away of surplus materials</td>
</tr>
<tr>
<td>B.2</td>
<td>Blinding layer 50mm thick on bottom of excavations with concrete grade 15.</td>
</tr>
<tr>
<td></td>
<td><strong>Reinforcement bars to MS/10 BS4449 Formwork in class 2 finish, strutting at/from any level and including rebates or groove formers, as described.</strong></td>
</tr>
<tr>
<td>B.3</td>
<td>Strip Footing and bases as per drawing including all necessary formwork, reinforcement bars and concrete grade 30.</td>
</tr>
<tr>
<td>B.4</td>
<td>Blockwork 150 mm in substructure from foundation to ground floor slab</td>
</tr>
<tr>
<td>B.5</td>
<td>Columns from base to ground floor slab as per drawing including all necessary formwork, reinforcement and concrete grade 30</td>
</tr>
<tr>
<td>B.6</td>
<td>Plinth as per drawing including all necessary formwork, reinforcement and concrete grade 30</td>
</tr>
<tr>
<td>B.7</td>
<td>Backfilling with approved materials free from organic matter below hardcore inside building and up to finished ground level outside building</td>
</tr>
<tr>
<td>B.8</td>
<td>Hardcore filling of sound hard stone of max. size not exceeding 150 mm and compacted in layers not exceeding 250 mm (under ground floor slab)</td>
</tr>
<tr>
<td>B.9</td>
<td>Crusher run of thickness 150 mm thick well- watered and compacted (under ground floor slab)</td>
</tr>
<tr>
<td>B.10</td>
<td>0.23 mm thick Polythene sheeting under ground floor slab</td>
</tr>
<tr>
<td>B.11</td>
<td>Ground floor slab 100 mm thick as per drawing including all necessary floor ties, steps, ramps for wheel chairs, formwork, mesh reinforcement A-98 and concrete grade 20. Ground floor slab for cremator room to be 150 mm with mesh reinforcement A-252 and concrete grade 20</td>
</tr>
</tbody>
</table>

**TOTAL SUBSTRUCTURE**

*Carry forward to Summary Sheet*
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount (Rs.)</th>
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<tbody>
<tr>
<td>C</td>
<td>SUPERSTRUCTURE</td>
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<tr>
<td></td>
<td>Reinforcement bars to MS/10 BS4449 Formwork in class 1 finish, strutting at/from any level and including rebates or groove formers, as described.</td>
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<tr>
<td>C.1</td>
<td>Block work 150 mm from ground floor slab to roof slab including all necessary ties and infill concrete as per drawing</td>
<td>Sum</td>
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<tr>
<td>C.2</td>
<td>Columns from ground floor slab to roof slab (including decorative columns with cornices) as per drawing including all necessary formwork, reinforcement, decorative features and concrete grade 30</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3</td>
<td>Cills, lintels and copings and all other intermediate beams from ground floor slab to roof slab as per drawing including all necessary formwork, reinforcement and concrete grade 25</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4</td>
<td>Beams at roof slab level as per drawing including all necessary formwork, reinforcement and concrete grade 30</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.5</td>
<td>Roof slab as per drawing including canopies, up stands, gutters and cornices and all necessary formwork, reinforcement and concrete grade 30</td>
<td>Sum</td>
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Note:
Any structural amendment required in the buildings to house the incinerator apparatus including foundation/supports and openings for chimneys and gas works if required to be catered for.

Bidder shall liaise and assist the Contractor who will be appointed for the Supply, Installation, Testing and Commissioning of the LPG Incinerator and LPG gas installation network.

TOTAL SUPERSTRUCTURE
Carry forward to Summary Sheet
<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>D</td>
<td><strong>RENDERING, PAINTING AND TILING WORKS</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>RENDERING WORKS</strong></td>
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<tr>
<td></td>
<td>Cement and rocks and (1:3) Rendering of ground floor of Building as described with a plaster sponge finish</td>
<td></td>
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<tr>
<td>D.1</td>
<td><strong>Internal</strong> 12 mm thick to ceilings, walls, returns, reveals and the like</td>
<td>Sum</td>
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</tr>
<tr>
<td>D.2</td>
<td><strong>External</strong> 15 mm thick to walls, returns, reveals and the like, including decorative columns, Cornices, etc</td>
<td>Sum</td>
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<tr>
<td>D.3</td>
<td>Claustro blocks as per drawings including the fixing of Bird netting on both sides to Engineer’s approval.</td>
<td>Sum</td>
<td></td>
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<tr>
<td></td>
<td><strong>PAINTING WORKS</strong></td>
<td></td>
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<tr>
<td>D.4</td>
<td><strong>Internal</strong> Prepare surface and apply one coat undercoat and two coats emulsion paint BS Color.</td>
<td>Sum</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>D.5</td>
<td><strong>External</strong> Prepare surface and apply one sealer coat and two coats of Anti-Fungus paint BS Color.</td>
<td>Sum</td>
<td></td>
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<tr>
<td></td>
<td><strong>Note:</strong> Paint and Color to be approved by Engineer</td>
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<tr>
<td></td>
<td><strong>TILING</strong></td>
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<tr>
<td>D.6</td>
<td><strong>Floor Tiles</strong> Supply and fix ceramic floor tiles and skirtings on ground floor slab (whole surface including ramps, steps, toilet, etc but excluding the cremation room) of building 300x300x8 mm thick minimum or as approved non-skid tiles bedding and jointing in cement mortar (1:3) including all cutting and waste and cleaning after completion. Rate to include for preparation of surface including 40mm screeding with 1:3 cement screed.</td>
<td>Sum</td>
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<td></td>
<td><strong>Note:</strong> Tiles to be approved by Engineer.</td>
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<tr>
<td>D.7</td>
<td><strong>Wall Tiles</strong> Supply and fix ceramic wall tiles 400 x 200x6 mm thick minimum or approved equivalent wall tiles on all internal walls of toilets (1800 mm high) bedding and jointing in cement mortar (1:3) including all cutting and waste and cleaning after completion. Rate to include for preparation of surface Note: Tiles to be approved by Engineer.</td>
<td>Sum</td>
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<tr>
<td></td>
<td>Worktop Dimension to be 2.4 m x 1.2 m x 0.9 m high (approx.). Supply and Fixing of ceramic 300 x 300 x 8 mm tiles</td>
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</table>

**TOTAL RENDERING, PAINTING AND TILING WORKS**  
Carry forward to Summary Sheet-
<table>
<thead>
<tr>
<th>Item</th>
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<th>Rate</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.1</td>
<td><strong>OPENINGS and ROOF</strong>&lt;br&gt;<strong>Glazed Aluminium Doors and Windows (as per drawing)</strong>&lt;br&gt;Supply and fix glazed aluminium windows to approved BS specification as approved by the Engineer complete with all necessary fittings and ironmongery, white powder coated 60 microns minimum thickness (coating to be guaranteed for 10 years). Specifications and calculations to be submitted by Contractor. All glazing should be clear float glass. Glass min 6 mm thick and frames to be able to withstand a wind velocity of 300 km/hr.</td>
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<tr>
<td></td>
<td>Door Openings, Overall Size&lt;br&gt;900 x 2100 high</td>
<td>Nr</td>
<td>5</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Window Openings, Overall Size&lt;br&gt;1200 x 1200</td>
<td>Nr</td>
<td>1</td>
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<td></td>
<td></td>
<td>Nr</td>
<td>3</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Nr</td>
<td>1</td>
<td></td>
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<tr>
<td>E.2</td>
<td><strong>Burglar Proofing</strong>&lt;br&gt;Burglar proofing to be provided to all openings (i.e External doors, windows &amp; fanlights) manufactured in galvanized metal sections and to be primed and painted.</td>
<td>sum</td>
<td></td>
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</tr>
<tr>
<td>E.3</td>
<td><strong>Roller Shutter</strong>&lt;br&gt;3500 x 3000 mm high (approx.)</td>
<td>Nr</td>
<td>1</td>
<td></td>
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<tr>
<td></td>
<td>4500 x 3000 mm high (approx)</td>
<td>Nr</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>E.5</td>
<td><strong>Collapsible Doors (fold and slide)</strong>&lt;br&gt;Collapsible door type burglar proofing to be provided at the main entrance door of the building&lt;br&gt;Dimension: 8600 x 3000 mm high (approx.)</td>
<td>Nr</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.5</td>
<td><strong>RAINWATER PIPES</strong>&lt;br&gt;Rainwater pipes (100 mm dia) from roof slab to ground level including clips, grating and all other fittings.</td>
<td>Sum</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.6</td>
<td><strong>WATERPROOFING MEMBRANE</strong>&lt;br&gt;Supply and lay new approved double layer waterproofing membrane min 4.0 mm thick with 10 Years guarantee against leakage in accordance to Specifications to inclined and flat surfaces of roof slab including closing to rainwater outlets, and reveals. Rate to include for the supply and laying of screed to a slope of 1:100. The proposed waterproofing treatment shall be to the Engineer's approval and shall be backed by supporting technical literature and compliance / performance certificate</td>
<td>Sum</td>
<td></td>
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</tbody>
</table>

**TOTAL OPENINGS**<br>Carry forward to Summary Sheet
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1</td>
<td>Plumbing installations inclusive of one fibre glass tank of capacity 1000 litres to be placed on top of roof (exact position to be determined on site and approved by the Engineer) including all necessary connection for inlet and outlets and appropriate support for water tanks. Concrete base 1800 x 1800 x 100 mm thick (Dimensions to be confirmed on site) Rate to allow for mesh A-98 as top reinforcement.</td>
<td></td>
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<tr>
<td>F.2</td>
<td>Plumbing works to allow connection of all waterpoints. Allow for connection with CWA meter and for testing the whole of the plumbing installations to the satisfaction of the Engineer.</td>
<td></td>
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</tr>
<tr>
<td>F.3</td>
<td>Allow for the supply and fixing of the following sanitary appliances to BS Specifications complete with all accessories and fittings including all necessary plugging and screwing etc. to the approval of the Engineer:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>F.3.1</td>
<td>Vitreous wash down W.C and cistern of European Standard complete with outlet and fittings, accessories and all associated plumbing works to Soak away</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>F.3.2</td>
<td>Ditto for complete set for Disabled Toilet Block. Rate to also include for mirror, arm rest: supports, sink, water press, amongst others.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>F.3.3</td>
<td>Wash hand basin in white vitreous with tap and over flow fitment and bottle trap complete with all fittings and all associated plumbing works</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.3.4</td>
<td>Water hose (Press type)</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.3.5</td>
<td>Soap holder</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.3.6</td>
<td>Towel holder 450 mm long</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>F.3.7</td>
<td>Toilet paper holder</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.3.8</td>
<td>Mirror 450 mm wide x 300 mm high with wooden frame</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.4</td>
<td>Plumbing installations as per drawings inclusive of one fibre glass tank of capacity 2000 litres and an appropriate water pump to be placed at ground level including all necessary connection for inlet and outlets and appropriate support for water tanks. Concrete base 1800 x 1800 x 100 mm thick. Rate to allow for mesh A-98 as top reinforcement.</td>
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**TOTAL PLUMBING**

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<tr>
<th>Item</th>
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<tr>
<td>G</td>
<td><strong>ELECTRICAL WORKS</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Note: Electrical fittings to be approved by Engineer and rate to include for both supply and fixing of fittings and all liaison with the CEB. Position of fittings to be decided on site by Engineer.</td>
<td></td>
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</tr>
<tr>
<td>G.1</td>
<td>Allow for all electrical installations including all wiring works in trunking with distribution panel and earthing system. Rate to include all necessary arrangement with CEB for power supply (monophase or 3-phase) and fixing of appropriate appliances including CEB meter. Note: Distribution panel shall be inclusive of all devices in compliance with CEB requirements.</td>
<td>Suru</td>
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</tr>
<tr>
<td>G.2</td>
<td>Supply and fix twin LED lighting tube of 1.2 m long inclusive of all connections and wiring. Typical power rating of 18-20W.</td>
<td>No</td>
<td>11</td>
<td></td>
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</tr>
<tr>
<td>G.3</td>
<td>Supply and fix LED lighting tube of 0.6 m long inclusive of all connections and wiring. Typical power rating of 10-12W.</td>
<td>No</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>G.4</td>
<td>Supply and fix LED type 8 W ceiling mounted external waterproof lamp Inclusive of all connections and wiring.</td>
<td>No</td>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>G.5</td>
<td>Supply and fix triple gang switch to connect lighting fittings inclusive of all connections switch and wiring</td>
<td>No</td>
<td>1</td>
<td></td>
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<tr>
<td>G.6</td>
<td>Supply and fix single gang switch to connect lighting fittings inclusive of all connections switch and wiring</td>
<td>No</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.7</td>
<td>Supply and fix single 13 A switch socket inclusive of all connections and wiring</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.8</td>
<td>Supply and fix double 13 A switch socket inclusive of all connections and wiring</td>
<td>No</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.9</td>
<td>Supply and fix wall mounted outdoor lamp (Bulk head 8W) inclusive of all connections and wirings</td>
<td>No</td>
<td>2</td>
<td></td>
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<tr>
<td></td>
<td><strong>TOTAL ELECTRICAL WORKS</strong></td>
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</tr>
<tr>
<td>H</td>
<td><strong>SITE WORKS</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Manholes</td>
<td>Sum</td>
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<tr>
<td>H.1</td>
<td>Works will involve placing of waste water pipes, excavation, construction of manholes, laying of sewer pipes and connection to sewer mains, soak away, liaison with the Wastewater Management Authority inclusive of all costs, connection fees, deposits, etc.</td>
<td>No</td>
<td>4</td>
<td></td>
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<tr>
<td></td>
<td><strong>Soak away</strong></td>
<td></td>
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<tr>
<td>H.2</td>
<td>1.0 m x 1.0 m x 1.5 m deep Soak away filled with granular materials. Rate to include for excavation in all type of materials and carting away of surplus materials. Concrete kerbs to surround perimeter of soak away. Position of soakaway to be confirmed on site during construction stage</td>
<td>No</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Catch Pit</strong></td>
<td></td>
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<tr>
<td>H.3</td>
<td>300 x 300 Concrete Catch pits to connect to soakaway. Rate to include connection of PVC pipes to slope, excavation, bedding and backfilling.</td>
<td>No</td>
<td>4</td>
<td></td>
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<tr>
<td>H.4</td>
<td>Foul drainage in 110mm diameter PVC pipes, including excavation and back filling, etc.</td>
<td>Sum</td>
<td></td>
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</tr>
<tr>
<td>H.5</td>
<td>Provide for the construction of ramps, steps, access for disabled persons and for main access to the hall, additional masonry works as per site conditions.</td>
<td>Sum</td>
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</table>

**TOTAL SITEWORKS**

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<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td><strong>BOUNDARY WALL AND TARMAC</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Boundary Walls</td>
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</tr>
<tr>
<td>1.1</td>
<td>Construction of boundary walls as per specifications and drawings.</td>
<td>L/m</td>
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<tr>
<td></td>
<td>Rate to allow for excavation, backfilling of trenches on both sides, blockwork, reinforced concrete works, rendering of wall on both sides, metal works, fencing, barbed wire, etc as more fully described in drawings and specifications.</td>
<td></td>
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</tr>
<tr>
<td>1.2</td>
<td>Supply and fixing of one galvanized metal main gate (approx. 5.0 wide) as per drawing. welding to be continuous smooth fillet type-throat 4-6 mm. Paint: metal primer- 1 coat + 2 coats black matt meta paint.</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Design and color of the sliding gate to be finalized during implementation stage</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TARMAC</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Supply and laying of 150mm thick crusher run, well watered and compaction to appropriate line and level</td>
<td>m²</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>supply, laying and compaction of 40 mm thick premixed asphalt concrete (0-6) mm</td>
<td>m²</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Core test results to be submitted</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL SITEWORKS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Carry forward to Summary Sheet</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form of 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) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Bidders.

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

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

..........................................................Bank’s seal and authorized signature(s)..............................................
Section IV - Evaluation Criteria

This section contains supplementary criteria that the Employer shall use to evaluate bids.

1. Evaluation

In addition to the criteria listed in ITB 33 the following criteria shall apply:

(a) Adequacy of Technical Proposal

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

(b) Multiple Contracts

Pursuant sub-clause 1.1 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

(c) Completion Time

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

(d) Technical Alternatives

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

(e) Margin of Preference

A Margin of Preference for employment of local manpower shall be applicable as follows:

1.1 For International Bidding

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

1.2 For National Bidding

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

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

Note: Local manpower shall mean employees on the payroll of the Contractor as well as those for subcontractors for executing the works contract on the site.
PART 2 – Employer’s Requirements
CONSTRUCTION OF INCINERATOR BUILDING INCLUDING ALL ASSOCIATED SITE WORKS AT HIGHLANDS

SCOPE OF WORKS

The scope of works consists of construction of a reinforced concrete building and site works including the following:

- Main Hall, Cremation Room, Toilets, office, worktop, etc
- Finishing works
- Plumbing works
- Electrical works
- Boundary Wall
- Tarmac
- Manholes, Catchpit, Absorption Pit, etc

as more detailed in the Bill of Quantities.

Note: The bidder is advised to visit and inspect the site for which he is tendering and to make his own assessment of the true extent and nature of works required, prior to submission of his offer as no claims will be allowed on the grounds of ignorance of the Conditions under which the works will be executed and the extent thereof.
SPECIFICATIONS

SECTION 1 – CONSTRUCTION OF RC INCINERATOR BUILDING AND SITE WORKS.

1.1 Third Party Obligations

The Contractor shall not demolish or otherwise interfere with any dwelling or building or anything connected therewith unless and until permitted to do so.

The Contractor shall take special care to prevent injury, damage, trespass on private lands, crops, fences, entrances, and other properties including the adjoining sites of other contracts adjacent to the works.

The contractor must make all necessary arrangements in this connection with adjoining land owners and other contractors or with the officer appointed for the purpose in case of Government property and assure the observance by his workmen of all regulations and laws appertaining thereto.

The Contractor shall make his own arrangements with the land owners concerned for access to the site of the works. Similarly the Contractor shall make his own arrangements for access to and for procurement of, any materials for the construction of the works.

The Contractor shall indemnify the Employer against all claims from failure to fulfill the above obligations and against all other claims arising from failures of a similar nature.

1.2 Works Executed by Employer or Other Contractors

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

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

1.3 Liaison with Police and Other Officials

The Contractor shall keep in close contact with the Authorities of the areas concerned regarding their requirements in the control of workmen, movement of traffic, passage through urban areas or other matters, and shall provide all
assistance or facilities, which may be required by such officials in the execution of their duties.

1.4 First Aid, Welfare and Safety Precautions

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

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

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

1.5 Alterations to and Preservation of Service

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can short to earth when cranes, or other large masses of steel are in the vicinity. The Contractor's attention is drawn to BS 162 which states safe clearance for various voltages.

In all cases where such works are exposed, they shall be properly shored or hung up. Special care must be exercised in refilling to compact the ground under mains, cables, etc... and not to cover up exposed water meters and stopcock boxes, etc...

Poles supporting cables, adjacent to the Works, shall be kept securely in place until the work is completed, and then shall be made safe and permanent.

Should the Contractor expose any existing services which may interfere with or be damaged by the construction, he shall submit details of such services to the Engineer who will instruct the Contractor as to what measures are required to remove, alter, change or re-direct existing services. Precautions shall be taken to maintain the flow of water in streams, rivers, conduits and pipelines. The work required to protect services will be notified to the Contractor after approval by the relevant services authorities.

The foregoing requirements will apply equally to any work on services or roads completed by the Contractor in an earlier stage of the Contract.

Should any existing services be uncovered in the area of works, the Contractor shall be responsible for arranging, for the protection of such services including removal, modification or diversion if necessitated by the works, subject to the approval of the Engineer, to the services such as power lines, water lines, telephone lines, etc. (Prices and a provision sum for these works are included in the Bills of Quantities).
The Contractor shall also seek the approval from the authorities concerned whenever required.

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

1.6 Traffic Deviations, Traffic Control and Signs

The Contractor shall be responsible for the safe and easy movement of road and pedestrian traffic by day and night through the sections of the existing road where he is working.

The Contractor shall bear the cost of all these temporary warning signs of EUROPEAN STANDARD as may be necessary for the safety and direction of the Public as required by the Laws of Mauritius or local by-laws, or as ordered by the Engineer. All such arrangements shall receive the approval of the Engineer.

Provision for maintenance of traffic diversion will be the responsibility of the Contractor. The Contractor shall ensure that neither his own operations nor trespass by his employees shall interfere with the operation and maintenance of traffic diversions.

1.7 Programme to be furnished

Within 15 (fifteen) days after the issue of the Works Order, the Contractor shall submit to the engineer for his approval:-

A general programme showing the timing order of procedure and general methods for carrying out the Works, with timing for mobilisation of equipment and plant and for purchase of important materials.

The organisation, staff, labour, equipment and plant proposed for the execution of the contract.

1.8 Setting Out

The Contractor shall be responsible for the full and proper setting out of the Works where required. Throughout the Contract, both the general and detailed methods of the complete setting out of the Works shall be submitted by the Contractor for the prior approval of the Engineer.

The Contractor shall ensure that all plant operators, gangmen and key men working on the site are made aware both of the positions of all important line and level marks and of the importance of reporting the least disturbance of the same. In the event of any reference marks being damaged or misplaced during the
Works, then the contractor shall replace or reinstate such marks to the satisfaction of the Engineer.

The Contractor will be required to prepare and submit layout drawings, longitudinal and cross sections prior to the start of any part of the works. He shall also give the Engineer not less than 24 hours' notice, of his intention to set out or take levels for any part of the work before and after completion, so that arrangements can be made for checking. The Contractor shall provide all the necessary instruments, appliances, labour, etc., that the Engineer may require.

Throughout the Contract, both the general and detailed methods of the complete setting out of the Works shall be submitted to the Engineer for prior approval.

1.9 Temporary Works

The Contractor shall be wholly responsible for obtaining a site for his camps, offices, stockpiles of aggregates, constructional plant and other temporary Works, outside the road reserve and for making all payments in connection therewith.

All temporary buildings or stores and plant shall be located only on sites approved by the Engineer. The Contractor shall make his own arrangements with the land owners at his own expense.

All land to be permanently used or occupied by the Works will be provided by the Employer in whole at the start of works or in part as the works progress.

The Contractor shall maintain all offices required by his site Staff, workshops storage sheds, etc and clear away on completion of the Contract and leave the site in clean and tidy condition.

The Contractor shall provide latrines and ablutions for his employees, maintain them in a sanitary condition throughout the contract and clear away on completion and leave the site in clean and tidy condition. The Contractor shall be solely responsible for any living accommodation required by his employees.

When no longer required for the contract, all such provisions shall be left or dismantled and disposed of as directed by the Engineer and their Sites shall immediately be cleared and left as far as practicable in the same condition as that obtained immediately prior to occupation.

1.10 Maintenance of Existing Access and Service

The Contractor shall provide at all times, access for vehicles and pedestrians to their premises for owners and occupiers of land along the route of the works. Provision must be made to ensure that sanitary services remain unimpeded at all times.

The Contractor shall be responsible for the maintenance of the existing roads of which he has been given possession.
1.11 **Water and Electricity Supplies**

It is the Contractor's responsibilities to provide water and electricity for both construction purposes and also for the camps and offices. The Contractor's attention is drawn to the fact that no separate payment will be made for the provision of water and electricity and the Contractor shall be deemed to have included for these in his rates and prices. The Engineer may reject any water which in his opinion is contaminated and not sufficiently clean for the purpose intended.

1.12 **Nature of Ground and Conditions of Work**

The Contractor must satisfy himself as to the general circumstances at the site of the works and the construction thereon, the surface of the ground and nature of the materials to be excavated, the possibility of subsidence from soft ground and bad and broken materials, and falls of rock in or arising out of the Works, and the rates and prices in the Bills of Quantities will be held to cover all such contingencies.

1.13 **Faulty Work**

Any work which fails to comply with these Specifications shall be rejected and the Contractor shall at his own expense, make good any defects, as directed by and to the satisfaction of the Engineer.

1.14 **Protection of Works**

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

1.15 **Protection from Water**

The Contractor shall keep the whole of the works free from water and allow in his prices for all dams, cofferdams, pumping, piling, shoring, temporary drains, sumps, etc., necessary for the purpose and shall clear away and make good at his own cost and to the satisfaction of the Engineer all damage caused thereby.

1.16 **Unauthorised Persons**

No unauthorised persons are to be allowed on to any part of the site and the Contractor shall take steps to prevent this and instruct his foremen and watchmen accordingly.

1.17 **Filling in Holes and Trenches**

The contractor immediately upon completion and approval of any work shall fill up all holes and trenches which may have been made or dug, level mounds or
heaps of earth that may have been raised or made, and clear away all rubbish which may have become superfluous or have been occasioned or made by the execution of such works; and the Contractor shall bear and pay all costs, charges, damages and expenses which may be incurred or sustained on account or in consequence of any accident which may happen by reason of holes and trenches connected with the work being dug and left unfenced or material being left or placed in improper situations.

1.18 **Joint Measurement of Extras**

In such case as the Contractor shall find it necessary to execute any works, or provide any materials which he feels entitled to claim as extras to the items listed in the Works Order he shall obtain written permission from the Engineer before commencing such work and shall make arrangements for the Works, or materials to be measured jointly with the Engineer, and the quantities agreed. Neglect to obtain authority to commence any such work, shall entitle the Engineer to disallow any claim for extras arising there from. The fact that joint measurement took place in no way commits the Engineer to recognizing the validity of such claim, if it is considered unjustified. The Engineer shall at all times have full access to the Contractor's time books and may daily check the item of any extra works with the Contractor's timekeeper or otherwise, but the fact of his agreeing upon any time shall in no way bind the Engineer to value the work other than by measurement if he thinks fit to do so.

**SECTION 2: EARTH WORKS**

2.1 **EXCAVATIONS**

Excavation shall consist of the loosening, digging, loading, hauling and disposal of all materials to the lines, levels, slopes and widths as shown in the drawings or as directed by the Engineer. It shall include compaction, finishing and shaping of all surfaces formed by such excavations.

Should any excavation be carried out to greater depth and dimension than necessary, the Contractor shall, at his own expense, reinstate and make good with approved material thoroughly compacted to a density not less than 95% BS Heavy Maximum Dry Density.

In wet weather, clayey ground shall not be excavated and shall not be taken down to less than 25 cm above final level of the sub-grade.

The Contractor shall take all necessary precautions to prevent slips and falls to the sides of the excavation. But, if any should occur, the Contractor shall remove, at his own expense, all such fallen or displaced materials and replace, if required, with suitable materials compacted to a density nor less than that of the adjoining ground at his own expense.
All necessary precautions should be taken to protect existing C.W.A., M.T., C.E.B. or other services while carrying out excavation works. Should any damage occur to these services, same have to be made good at the Contractor's own cost to the satisfaction of the relevant authorities.

2.2 SOURCES OF MATERIAL

The Contractor shall be responsible for locating and providing materials for use. The Engineer's approval of the source and material must be obtained before the material is brought onto the site and incorporated in the works. The Contractor shall submit within 10 days of the allocation of tender the name of the crushing plant, quarry and other sources for the approval of the Engineer.

2.3 PREPARATION OF FORMATION

The formation shall be cleared of all foreign matter, and any potholes, loose materials, ruts, corrugations, depressions and other defects which have appeared due to improper drainage, traffic or any other cause shall be corrected and if directed by the Engineer, the Contractor shall scarify, water, grade and recom pact the sub-grade to line and level all at his own expense. The surface of the sub-base layer shall be similarly treated and no base shall be laid until the underlying layer has been inspected and approved by the Engineer.

2.4 TOPSOIL

Topsoil required for the Permanent Works shall be stripped from areas which are to be excavated and stored in stockpiles for subsequent re-use in covering the required areas. The Contractor shall ensure that sufficient material for this purpose is preserved.

Topsoil surplus to the above requirements shall be disposed of at agreed disposable sites by the Contractor.

Topsoil shall be spread uniformly over the required areas, compacted and left smooth with a neat and tidy appearance and grassed if required in a Schedule or on the drawings.

2.5 BACKFILL

Excavations which are to be backfilled and any other fill areas shown on the Drawings shall be filled with suitable material from the excavations unless the Contract requires otherwise. If insufficient material is available from this source, the Contractor shall supply suitable material from another source.

All vegetation, topsoil, rubbish and unsuitable material shall be removed from any area on which fill is to be placed unless the Employer's Representative agrees otherwise.
Except where special placing and compacting requirements are laid down in the Specification, the material shall be placed in layers not exceeding 300 mm after compaction and compacted to not less than 90% of its maximum dry density measured as in Test No. 12 of BS 1377 - Determination of the dry density/moisture content relationship (2.5 kg rammer).

When placing fill, the Contractor shall make due allowance for settlement and shall ensure that the final lines and levels are as shown on the Drawings.

Any areas which subside shall be made good without delay, up to the end of the Defects Liability period.

2.6 BORROW AREAS

Borrow areas within the Site which are not required to be backfilled shall be excavated with side slopes which will remain stable under all conditions to which they may be subject. On completion of excavation, surfaces shall be cleared of all loose material, pieces of rock, debris, rubbish and the like and left neat and tidy.

If the borrow area was originally grassed, topsoil shall be replaced and the area replanted with the same type of grass as previously unless otherwise instructed. Sowing, watering, control of weeds and re-sowing if necessary shall be carried out efficiently until the end of maintenance period.

2.7 GRASS PLANTING

The Contractor shall spread topsoil free from stones to a minimum depth of 250 mm before planting grass. Any grassed areas that have failed to grow, after the first rainy season, shall be replanted, and if necessary watered to ensure that they grow.

SECTION 3 - CONCRETE WORKS

3.1 MATERIALS

This section deals with reinforced and unreinforced concrete works, formwork and falseworks of any kind and the reinforcement.

(1) Cement

Ordinary Portland Cement and rapid hardening Portland Cement shall comply with the requirements of MS 36: Portland Cement (Ordinary and Rapid-Hardening).

Each consignment of cement shall be accompanied by the manufacturer's certificate giving results of tests. If such certificate is not available,
representative samples shall be taken from different bags or containers of each consignment, suitably packed and sent for testing, to prove its compliance with requirements of MS 36 to an approved laboratory or where directed by the Engineer, all at the Contractor's expense.

All bagged cement shall be stored in a waterproof shed on a wooden floor raised at least 150 mm above the surrounding ground and any cement which shall have become injuriously affected by dampness or other causes shall at once be removed from the site. Cement which has been rebagged either by the importing agent or by the Contractor, whether through the breakage of the original bag or any cause, shall not normally be accepted, but may be used in special cases and in certain parts of the work, if the written approval of the Engineer is first obtained.

(2) Aggregates

Aggregates for concrete shall consist of naturally occurring material complying with the requirements of BS 882 Concrete Aggregates from Natural Sources. The fine aggregates for concrete shall consist of clean sharp sand or crusher dust or a mixture of sand and crusher dust and shall not contain any iron pyrites, coal, mica, shale or similar laminated materials, flaky or elongated materials, shells and other porous or fragile particles, soluble matters, sulphate, alkalis and other deleterious materials in such a form or in a sufficient quantity as to affect adversely the strength or durability of concrete, or in addition to the above for reinforced concrete, any materials which would attack the reinforcement.

Aggregates shall be clean and free from adherent coatings, such as clay. The fine aggregate shall comply in all respects with the requirements of BS 882 for fine aggregate.

The coarse aggregate shall consist of crushed or natural gravel or shingle or alternatively of broken hard, close-grained stone of an igneous or other rock, to the approval of the Engineer. It shall be free from adherent coatings and shall, if necessary, be washed to achieve this, and shall conform to the following requirements:

(a) The amount of deleterious substance shall not exceed the following limits:

<table>
<thead>
<tr>
<th>Deleterious Substance</th>
<th>Max. Permissible % by weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clay lumps</td>
<td>0.25</td>
</tr>
<tr>
<td>Material passing 75 micron BS Sieve</td>
<td>1.00</td>
</tr>
<tr>
<td>Calcium sulphate expressed SO</td>
<td>0.25</td>
</tr>
<tr>
<td>Sodium Sulphate Soundness (BS 1438 Appendix B)</td>
<td></td>
</tr>
<tr>
<td>Weight loss after 5 cycles</td>
<td>12.00</td>
</tr>
<tr>
<td>Thin or elongated pieces (length greater than 5 times average thickness)</td>
<td>15.00</td>
</tr>
<tr>
<td>Maximum Flakiness Index (BS 812 sieve method) for 35 mm aggregates</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>for 20 mm aggregates 35</td>
</tr>
</tbody>
</table>

(b) The abrasion loss, as determined on representative samples in accordance with ASTM C131 shall not exceed 40%.

The aggregate crushing value, as determined on representative samples in accordance with BS 812 shall not exceed 35% as an average or 40% as an absolute maximum.

The drying shrinkage of the aggregate when tested in accordance with the British Building Research Establishment Standard test shall not exceed the following:

for precast 0.04%
for all other concrete 0.06%

(3) Grading of Aggregate

Fine Aggregate

(i) Grading of fine aggregate shall comply with Grading Zones given in the following table:-

**Percentage by weight passing BS Sieve**

<table>
<thead>
<tr>
<th>BS Sieve Size mm</th>
<th>Grading Zone 1</th>
<th>Grading Zone 2</th>
<th>Grading Zone 3</th>
<th>Grading Zone 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>5</td>
<td>90 - 100</td>
<td>90 - 100</td>
<td>90 - 100</td>
<td>95 - 100</td>
</tr>
<tr>
<td>2.35</td>
<td>60 - 95</td>
<td>75 - 100</td>
<td>85 - 100</td>
<td>90 - 100</td>
</tr>
<tr>
<td>1.18</td>
<td>30 - 70</td>
<td>55 - 90</td>
<td>75 - 100</td>
<td>90 - 100</td>
</tr>
<tr>
<td>0.60</td>
<td>15 - 34</td>
<td>35 - 59</td>
<td>60 - 79</td>
<td>80 - 100</td>
</tr>
<tr>
<td>0.30</td>
<td>5 - 20</td>
<td>10 - 30</td>
<td>15 - 40</td>
<td>15 - 50</td>
</tr>
<tr>
<td>0.15</td>
<td>0 - 10</td>
<td>0 - 10</td>
<td>0 - 10</td>
<td>0 - 15</td>
</tr>
</tbody>
</table>

(ii) Any fine aggregate which does not comply with the requirements of these Specification shall be immediately removed from the Site or placed in a stockpile for use in other parts of the Works, if it complies with the requirements thereof, as directed by the Engineer.

Coarse Aggregate

(i) The Contractor shall arrange for the delivery of the coarse aggregate to Site in separate nominal sizes. The grading of such nominal size of aggregate shall be in accordance with the requirements indicated in the following table:

**Percentage by weight passing B.S. Sieve**

<table>
<thead>
<tr>
<th>BS Sieve Size</th>
<th>Nominal size of single sized aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 mm</td>
<td>63 mm 38 mm 20 mm 12 mm 9.5 mm</td>
</tr>
<tr>
<td>63 mm</td>
<td>100</td>
</tr>
<tr>
<td>37.5</td>
<td>85 - 100 100</td>
</tr>
<tr>
<td>37.5</td>
<td>0 - 30 85 - 100 100</td>
</tr>
</tbody>
</table>
(ii) For Class 15 (40) concrete, volumetric proportioning of coarse aggregate and of fine aggregate will only be permitted at the Engineer's discretion.

   For all other concrete mixes, the Contractor will be required to produce coarse aggregate grading by weight batching the single seized aggregates.

(iii) The single-sized aggregate shall be combined in proportions to give overall grading for coarse aggregates in accordance with the requirement of BS 882 as set out in the following table:-

<table>
<thead>
<tr>
<th>BS Sieve Size</th>
<th>Nominal size of single sized aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30 mm to 5 mm</td>
</tr>
<tr>
<td>63 mm</td>
<td>100</td>
</tr>
<tr>
<td>37.5 mm</td>
<td>95 - 100</td>
</tr>
<tr>
<td>20 mm</td>
<td>30 -70</td>
</tr>
<tr>
<td>14 mm</td>
<td></td>
</tr>
<tr>
<td>10 mm</td>
<td>10 -35</td>
</tr>
<tr>
<td>5 mm</td>
<td>0 - 5</td>
</tr>
</tbody>
</table>

(iv) The amounts or proportions of each single-sized aggregate to be combined to form the coarse aggregate shall be varied from time to time as may be rendered necessary by the nature and source of the coarse and fine aggregates adopted by the Contractor, in order to produce at all times a concrete of the maximum density and workability with the minimum water cement ratio.

(v) No claim of any kind will be accepted in respect of any such variation in the amounts or proportions of the single-sized aggregates and the Contractor shall allow in his tender for such variations. Under no circumstances shall more than one single-sized aggregate be delivered to the place of gauging in one truck or lorry.

Storing of Aggregates

Aggregate shall be stored in single sizes in separate bins or on areas covered with tightly laid wood planks, sheet metal, hard compact gravel, concrete or other hard and clean surfaces, which surfaces shall be self-draining, and in such a manner that will preclude the inclusion of foreign material. Aggregate of different gradings and sizes and from different sources shall be stored in separate piles and if these piles are close together they shall be separated by bulkheads. Adequate stocks of fine aggregates shall be maintained to ensure uniformity of moisture content when used.
The Engineer shall have the power to reject any aggregate which does not conform to the above requirement. Rejected materials shall be immediately removed from site or disposed of at the expenses of the Contractor. The variation of grading, between the approved samples and subsequent consignments of single-sized aggregate shall not exceed 5 per cent.

### 3.2 NORMAL CONCRETE MIXES

Concrete mixes shall be designed in accordance with "Design of Normal Concrete Mixes" 1976, published by the UK Department of the Environment, or in accordance with other approved method.

### 3.3 STANDARD MIXES

(i) The concrete shall attain the strength shown in Table No. 5, both in the test cubes and throughout the hole of the placed work. The cement content must not fall below the minimum specified in Table No. 5.

(ii) Aggregates shall be batched by weight for all classes of concrete and hoppers shall be an approved adjustable type. With the written approval of the Engineer, volume batching may be permitted for batching aggregates for concrete Class 15 (40). Where aggregates are batched by volume, stout gauge boxes, approved by the Engineer, shall be used. The volume of the gauge boxes shall take into account the bulking of the aggregates.

(iii) When bagged cement is used, the total volume or weight of aggregates per batch shall be such that a whole bag of cement is utilized; the use of cement from broken bags will not be permitted. When cement in drums or from a bulk-silo is used, the batching of the cement shall be by weight.

### CONCRETE SCHEDULES

<table>
<thead>
<tr>
<th>Concrete Class</th>
<th>Minimum Concrete Strength N/mm²</th>
<th>Minimum Cement Content kg/m³</th>
<th>Part of Works</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7 days</td>
<td>28 days</td>
<td></td>
</tr>
<tr>
<td>15 (40)</td>
<td>10</td>
<td>15</td>
<td>250</td>
</tr>
<tr>
<td>20 (20)</td>
<td>14</td>
<td>20</td>
<td>290</td>
</tr>
<tr>
<td>25 (20)</td>
<td>17</td>
<td>25</td>
<td>340</td>
</tr>
<tr>
<td>30 (20)</td>
<td>20</td>
<td>30</td>
<td>400</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bridge Decks</td>
</tr>
</tbody>
</table>

**Notes**

1. The class of concrete is denoted by the specified minimum 28 days cube strength, in N/mm², of the works cubes. The maximum size of aggregate is 20 mm for all mix classes except for class 15 (40) where 40 mm maximum aggregate size is allowed.
2. The design mixes are based on Portland cement complying with MS 36 or BS 4027, and natural aggregates complying with BS 882. No special cement or light weight aggregates are to be used.

3.4 MIXING WATER

Mixing water for use with cement shall be from a source and of a quality approved by the Engineer. It shall be clean and free of oil, acid, alkali, salt, organic matter or other deleterious substances.

3.5 WATER/CEMENT RATIO

The quantity of water used for each class of concrete shall be just sufficient to produce a dense concrete of adequate strength and workability for its purpose. The moisture content of the coarse and fine aggregate in stockpiles shall be periodically determined as directed by the Engineer, and due allowance for the water present in them shall be made when determining the amount of water to be added at the mixer.

3.6 MIXING ON SITE

Unless otherwise authorised by the Engineer, concrete shall be machine mixed at the site.

Concrete shall be thoroughly mixed in a mixer of an approved size and type which will ensure a uniform distribution of the materials throughout the mass. The mixer shall be equipped with adequate water storage and with a device for accurately measuring and automatically controlling the amount of water used in each batch. A mechanical means shall be provided for recording the number of revolutions for each batch and automatically preventing the discharge of the mixer until the materials have been mixed to the approval of the Engineer.

The entire contents of the mixer shall be removed from the drum before materials for a succeeding batch are placed therein. No mixer having a rated capacity of less than one batch shall be used nor shall a mixer be charged in excess of its rated capacity. All concrete shall be mixed for a period of not less than 1 minute after all materials, including water, are in the mixer. During the period of mixing, the mixer shall operate at the speed for which it has been designed, but this speed shall not be less than 14 nor more than 20 revolutions per minute.

Prior to producing the first daily batch of concrete to be used in the works, or after the mixer has been cleaned, the mixer shall be operated with a sufficient quantity of water, cement and aggregates to thoroughly coat the inside of the mixer drum, to obviate a deficiency of these materials in the first batch of Works concrete produced. On completion of this coating process, the coating batch shall be removed from the mixer and deposited in an approved location away from the Works. Mixers which have been out of use for more than 30 minutes shall be thoroughly cleaned before further concrete is mixed. The mixing plant and concrete transporting equipment shall be thoroughly cleaned before changing from one type of cement to another. The contractor will allow in his tender for all costs involved in complying with the above requirements.
3.7 READY MIXED CONCRETE

Ready mixed concrete, as defined in BS 5328 and batched off the site may only be used with the approval of the Engineer and shall comply with all requirements of the Specifications. Ready mixed concrete shall be mixed and delivered to the site of the works by means of one of the following combination of operations:

(a) Mixed completely at a central plant and the mixed concrete transported to the point of delivery in truck agitators.
(b) Mixed partially at a central point and the mixing completed in a truck mixer.
(c) Mixed completely in a truck mixer.

Mixing at a central plant shall conform to the requirements for mixing on Site. The organisation supplying premixed concrete shall have sufficient plant capacity and transporting apparatus to ensure continuous delivery at the rate required. Mixers may be stationary mixers or truck mixers. Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed and the manufacturer’s guaranteed capacity of the drum or container in terms of volume of mixed concrete and the speed of the rotation of mixing drum or blades.

Truck mixers, unless otherwise authorised by the Engineer, shall be of the revolving drum type, watertight, and so constructed that the concrete can be mixed to ensure a uniform distribution of the materials throughout the mass. All solid materials for the concrete shall be accurately measured as specified and charged into the drum at the proportioning plant.

Except as subsequently provided, the truck mixer shall be equipped with a tank for carrying mixing water.

Only the prescribed amount of water shall be placed in the tank unless the tank is equipped with a device by which the quantity of water added can be readily verified. The mixing water may be added directly to the batch, in which case a tank shall not be required. Truck mixers may be required to be provided with means by which the mixing time can be readily verified by the Engineer.

Concrete transported in a truck mixer, agitator, or other transportation device shall be discharged at the site and placed in its final position in the forms within 45 minutes after the introduction of the mixing water to the cement and aggregate, or the cement to the aggregate except that in hot weather or under other conditions contributing to quick setting of the concrete, the maximum allowable time may be reduced by the engineer. The maximum volume of mixed concrete transported in an agitator shall be in accordance with the specified rating.

3.8 HANDLING AND PLACING OF CONCRETE

(1) General
In preparation for the placing of concrete, all sawdust, chips and other construction debris and extraneous matter shall be removed from the interior of forms. Struts, stays and braces, serving temporarily to hold the forms in correct shape and alignment, pending the placing of concrete at their locations, shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. These temporary members shall be entirely removed from the forms and not buried in the concrete.

No concrete shall be placed until the Engineer has approved the formwork and reinforcement. The Contractor shall give at least 24 hours notice to the Engineer of the times he proposes to concrete and the Engineer may order that no concreting shall take place until either he or his representative is present. No concrete operation shall fall in a week-end or on a public holiday except absolutely necessary and unless written approval of the Engineer is priorily obtained.

(2) **Handling**

Concrete shall be transported in watertight containers in such a manner that will avoid the segregation of the constituent materials. The time elapsing between the initial mixing of the concrete and final placing in the work shall not exceed 45 minutes when Portland Cement is used. Where other cements are used, the Engineer will stipulate the maximum time allowed. Concrete remaining unplaced at the end of this period shall not be placed in the Works but shall be removed from the Site and disposed of at the Contractor's expense.

(3) **Placing**

Concrete shall not be dropped through a height exceeding 1.5 meters. For lowering concrete through heights in excess of 1.5 meters special methods shall be used, such as chutes, tremies, bottom dumping hoppers, or bagged placing and only with the approval of the Engineer. All containers, troughs, chutes and apparatus through and in which the concrete is passed shall be kept clean and entirely free from hardened concrete or cement and free from contamination by extraneous material, and where there is an interruption of concreting exceeding 30 minutes, these shall be cleaned and hosed down with water.

When Concrete is placed in horizontal layers it shall not be more than 300 mm thick except as hereinafter provided. When less than a complete layer is placed in one operation, it shall be terminated in a vertical bulkhead. Each layer shall be placed and compacted before the preceding batch has taken initial set to prevent injury to the green concrete and avoid surfaces of segregation between the batches.

Each layer shall be compacted so as to avoid the formation of construction joints with a preceding layer which has not taken initial set. When in-situ concrete has been in place for 4 hours no further concrete shall be placed against it for a further 20 hours.
The concrete placed immediately adjacent to existing concrete shall contain only two-thirds the normal quantity of coarse aggregate, and shall be thoroughly compacted and worked against the existing concretes. A competent steel fixer shall be in attendance the whole time concrete is being cast around reinforcement. Immediately following the discontinuance of placing concrete, all accumulations of mortar splashed upon the reinforcement steel and the surface of forms shall be removed.

Dried mortar chips and dust shall not be puddled into the unset concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to injure or break the concrete steel bond at and near the surface of the concrete, while cleaning the reinforcement steel.

3.9 COMPACTION OF CONCRETE
Concrete, during and immediately after depositing, shall be thoroughly compacted to produce a dense homogeneous mass. The compaction shall be done by mechanical vibration subject to the following provisions:

(i) The vibration shall be internal unless special authorisation of other methods is given by the Engineer or as provided herein

(ii) Vibrators shall be of a type and design approved by the Engineer. They shall be capable of transmitting vibration to the concrete at frequencies of not less than 4,500 impulses per minute.

(iii) The intensity of vibration shall be such as to visibly affect a mass of concrete of 25 mm slump over a radius of at least 450 mm to 600 mm.

(iv) The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms.

(v) Vibrators shall be manipulated so as to thoroughly work the concrete around the reinforcement and embedded fixtures, and into the corners and angles of the forms. Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted and withdrawn out of the concrete slowly.

(vi) The vibration shall be of sufficient duration and intensity to thoroughly compact the concrete, but shall not be continued at any one point to the extent that localised areas of grout are formed. Application of vibrators shall be at uniformly spaced points and not further apart than twice the radius over which the vibration is visibly effective.

(vii) Vibration shall not be applied directly or through the reinforcement to sections or layers of concrete which have hardened to the degree that the concrete ceases to be plastic under vibration. It shall not be used to make concrete flow in the forms over the distances so great as to cause segregation, and vibrators shall not be used to transport concrete in the forms.
(viii) Vibration may be supplemented by such spading as is necessary to ensure smooth surfaces and dense concrete within the forms.

3.10 PROTECTION AND CURING OF CONCRETE

Immediately after compaction and for 10 days thereafter concrete shall be protected against harmful effects of weather including rain, drying winds, rapid temperature changes, running or surface water and shock loads. It shall be protected by keeping it covered with damp hessian, straw, damp sand or other approved material and kept moist.

All curing methods to be used shall be subject to the approval of the Engineer. The formwork shall also be kept damp and, if struck earlier than seven days, shall be replaced for the remaining period with other approved damp material.

All concrete surfaces in contact with earth fill material shall be waterproofed with two coats of approved bituminous emulsion, either brushed or sprayed on, and on such surfaces curing membrane shall not be used. Care shall be taken to ensure that no bituminous paint where used is exposed to view after backfilling of the structures. All unsightly marks or spray shall be removed and the concrete made good at the Contractor's expense.

3.11 TOLERANCES

The concrete work shall be constructed as accurately as possible and the following tolerances will be permitted in the finished concrete work:

(i) in the cross-sectional dimensions of structures not more than 3 mm.
(ii) in dimensions, other than cross-sectional dimensions of structures not more than 6 mm.
(iii) in any surface the irregularity shall not exceed 6 mm measured from a 3 m long straight edge.
(iv) no member shall be out of line by more than 6 mm.
(v) no wall shall be out of plum by more than 0.1% or, if battered, out of batter by more than 6 mm in 6 m heights.

3.12 SAMPLING AND TESTING

Immediately on starting production on site, samples of concrete shall be taken as follows:

On each of the first 4 days of concreting, for each class of concrete, shall be made 6 test cubes from 2 separate samples. Three test cubes from each samples to be tested at 7 days, the other 3 at 28 days. One test result shall be the average crushing strength from the three cubes in the same sample, tested either at 7 days or at 28 days.
For the concrete to be acceptable the following conditions must be satisfied:

(a) not more than one individual result in the same test shall fall below the specified works cube strength.

(b) no individual result to fall below 90% of the specified works cube strength.

(c) no test result (average of three cubes in one sample) to fall below the specified works cube strength.

When at least 4 consecutive working days concrete production has been proved satisfactory, the frequency of testing may be reduced at the Engineer's discretion. The frequency and number of tests required by the Engineer for any concrete subsequently used in the Works will be at the discretion of the Engineer, and the Contractor will be deemed to have included for all costs required in the carrying out of the tests for trial mixes, and subsequent concrete quality control tests, in his tender for all parts of the Works, and for the whole duration of the contract.

3.13 LOADING CONCRETE STRUCTURES

No concrete structure will be subjected to loading including its own mass which will induce a compressive stress of one third of its compressive strength at time of loading or of the specified 28 days strength.

3.14 FAULTY CONCRETE

Any concrete which, in the opinion of the Engineer, fails to comply with the Specifications shall be declared defective, and shall be cut out, removed from the site and any steelwork, reinforcement or other material damaged by the cutting out shall be replaced to the approval of the Engineer and at the Contractor's expense. The contractor may submit to the Engineer details of his proposals for rectifying the defects and shall comply with the Engineer's instructions regarding the method of carrying out the work. Notwithstanding the Engineer's approval, should the remedial work prove again unsatisfactory, the Contractor shall further make good all defective and rejected work at his own expense.

3.15 PRECAST CONCRETE

(I) General

Precast concrete structural members shall generally comply with the requirements of British Standard Code of Practice 116, except where varied by the requirements of these Specifications or the Drawings.

The Contractor shall set up on Site an adequate precasting yard undercover, capable of handling all the precast concrete works and shall provide a suitably qualified Engineer to supervise the working on the yard all to the satisfaction of the Engineer. The contractor shall provided full details and drawings showing his
proposals for the precasting yard, and until approved is given in writing no work on erection of the yard or producing precast concrete shall commence.

(2) **Concrete Grades**

Concrete grades shall be all as shown on the Drawings and in accordance with the Schedule of Concrete Mixes.

(3) **Casting Method**

The precast units shall each be cast complete in one operation, on suitable and sufficient platforms and moulds, all to the satisfaction of the Engineer. Before casting is commenced the Contractor shall submit, for the approval of the Engineer fully detailed drawings showing the proposed layout of casting beds, together with the details of the method of assembling and dismantling of the moulds, and lifting assembly of the units.

In cases where the finished thickness of the concrete is small, and compaction by internal or surface vibration will be difficult, the mould may be constructed so that external vibration of the shutter will satisfactorily compact the concrete, or vibrating tables may be used. The soffit shutter shall be adequately supported to prevent any settlement, which might cause cracking of the concrete.

Provision shall be made to hold firmly and maintain in position all projecting reinforcement, bolts, screwed sockets and lifting holes, so that they are correctly located in the completed unit or member concerned.

(4) **Weather Protection and Curing**

The precast units shall at all times be cast under suitable shelter to provide complete protection from the sun, rain and drying winds. They shall remain under the shelter for at least seven days or until the units are strong enough to be lifted from the casting beds, whichever is the longer period. Similar to in-situ concrete, all exposed precast concrete shall be protected and cured as described in subsection 6.12. Thereafter, the units may be transferred to a storage area or be erected in their final position.

(5) **Surface Finishes Generally**

The methods used for compacting the concrete must be such that pinholes or air holes on the surface are avoided. Upon removal of the formwork, any units having a concrete face with rough, uneven, segregated, honeycombed or imperfect finish, or which shall be permanently discolored, may be rejected at the Engineer’s discretion. Where carrying out of remedial work is approved by the Engineer, irregularities shall be eliminated by grinding, or where an area shows air holes, these shall be filled and thoroughly rubbed over to leave the desired surface. Unsightly encrustations and stains shall be removed from all exposed surfaces. Remedial work of all kinds must be carried out strictly in accordance with the Specification and any further instructions, which may be given by the
Engineer. Any units, which are rejected, shall be disposed of away from the Site at the Contractor's expense.

(6) **Lifting and Handling of Units**

No items may be lifted from the casting beds until they have gained sufficient strength to avoid damage through lifting, handling, stacking or erection. Notwithstanding any guidance given by the Engineer on the concrete strength necessary to prevent damage, the Contractor shall be entirely responsible for the sufficiency of strength of units before lifting. Any items found damaged or cracked during and after lifting operation will be rejected by the Engineer, and rejected items must not be incorporated in the works and must be disposed of and replaced at the Contractor's expense.

Before casting, the Contractor shall submit to the Engineer, for his approval, full details of the proposed method of hoisting precast units including the location of proposed lifting points. The contractor shall be responsible for the design and provision of extra reinforcement that may be required to facilitate the handling of the precast units and his tendered price shall include for this. The edges of precast units shall be protected by fenders of timber or other approved material during the lifting, handling and erection stages.

(7) **Stacking of Precast Units**

Where members are stored, they shall be firmly supported at such bearing positions that will ensure that the stresses induced in them are always less than the permissible design stresses. Ample space is to be provided for the storage and stacking of the units. Units shall not be walked on or come into contact with the ground or with dirty or greasy hands or with ropes and cables. Nor shall wet slabs come into contact with dirty packs or pieces of timber, which will discolour them. The units shall be stacked in such a way that the faces are protected both from damage and from staining. Where precast units have reinforcement left projecting, great care must be taken to ensure that any rust from these bars will not stain the finished concrete surfaces.

(8) **Tolerances**

The dimensional tolerances shall be in accordance with the requirements of British Standard Code of Practice 116, except where otherwise specified or indicated on the Drawings.

3.16 **FORMWORKS**

All formwork shall be approved by the Engineer before casting in-situ concrete.

3.17 **STEEL REINFORCEMENT FOR STRUCTURES**
All reinforcing steels shall conform to MS10. The Contractor shall, when called upon by the Engineer, provide representative sample pieces for testing.

Alternatively, the reinforcement of concrete may comply with the following requirements:

<table>
<thead>
<tr>
<th>Material</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot rolled Mild Steel</td>
<td>BS 4449</td>
</tr>
<tr>
<td>Medium Tensile Steel</td>
<td>BS 4449</td>
</tr>
<tr>
<td>High Tensile Steel</td>
<td>BS 4449</td>
</tr>
<tr>
<td>Cold Worked Steel</td>
<td>BS 4461</td>
</tr>
<tr>
<td>Steel Fabric</td>
<td>BS 4483</td>
</tr>
<tr>
<td>Stainless Fabric</td>
<td>BS 970</td>
</tr>
</tbody>
</table>

All reinforcement shall be from an approved manufacturer, and, if required by the Engineer, the Contractor shall submit a test certificate of the rolling. The Contractor shall when requested by the Engineer, provide sample pieces for testing in an approved Materials Testing Laboratory, all at the Contractor’s expense.

All reinforcement shall be free from scale, rust, grease, paint or other substances likely to reduce the bond between the steel and the concrete.

When placed in the Works, reinforcement shall be free from coating of dirt, detrimental scale, paint, oil or other foreign substances.

Reinforcement shall be stored off the ground and be protected from rusting, coatings of deleterious material and excessive distortions. Any bar that, in the opinion of the Engineer, has been adversely affected by storage shall be cleaned, or removed from the Site and replaced by the Contractor at his own expense.

Bar reinforcement shall be cut and bent to shapes shown on the Drawings and according to bending schedules, prepared by the Contractor and approved by the Engineer.

The reinforcement shall be fixed rigidly and accurately in the forms in accordance with the details shown on the Drawings so that the specified spacing and concrete cover are maintained throughout.

No concrete shall be deposited in the forms until the Engineer has inspected the reinforcement and has given permission to place concrete.

3.18 **CEMENT MORTAR**

Mortar shall consist of 1 part cement to 3 parts sand with such minimum quantity of water as is necessary to produce the suitable plasticity for the work for which it is required and shall be used within one hour of mixing.

3.19 **CEMENT GROUT**

Cement grout shall consist of cement and such minimum quantity of water as is necessary to produce the suitable plasticity for the work for which it is required. It shall be used while fresh and within thirty minutes of mixing.
3.20  **LIME MORTAR**

Lime mortar shall consist of one part of hydrated lime to two and a half parts of sand, and such quantity of water as is necessary to produce the suitable plasticity for the work for which it is required, and, shall be used within one hour of mixing.

3.21  **HYDRATED LIME**

Lime for stabilisation shall be Hydrated Calcium Lime (not Magnesium) and shall generally comply with BS 890, Class B, and with a free lime content of 50%.

Locally manufactured limes may be accepted by the Engineer in lieu of lime to BS 890 and Contractors are advised to ascertain from the Engineer what local limes may be suitable. All percentage of lime specified are based upon hydrated Calcium Limes complying with BS 890 and an adjustment of these percentages may be required for some locally made limes.

The Contractor shall submit with all consignments, at his own expenses, the manufacturer’s data sheet certifying that it complies with BS890

3.22  **BASALT SAND FOR MORTAR**

Sand for mortar shall comply with BS 812 and the grading shall be within the limits specified. Tests for purity (ASTM C40) shall be made for each consignment, and at least once a day when sand is used.
List of Drawings

<table>
<thead>
<tr>
<th>Details</th>
<th>Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawing Set For Calebasses</td>
<td>19 Sheets</td>
</tr>
</tbody>
</table>
PART 3 – Conditions of Contract and Contract Forms
Section VI. General Conditions of Contract

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office ppo.govmu.org under Ref. No. W/GCC10/05-18 dated 21 May 2018.

The GCC can be used for both admeasurement contracts and lump sum contracts.
Section VII. Particular Conditions of Contract

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

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

<table>
<thead>
<tr>
<th>A. General</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 1.1 (r)</td>
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<tr>
<td>GCC 1.1 (v)</td>
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<tr>
<td>GCC 1.1 (y)</td>
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<tr>
<td>GCC 1.1 (aa)</td>
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<td>GCC 1.1 (dd)</td>
</tr>
<tr>
<td>GCC 1.1 (hh)</td>
</tr>
<tr>
<td>GCC 2.2</td>
</tr>
</tbody>
</table>
| GCC 2.3(i) | The following documents also form part of the Contract:  
  Scope of works  
  Performance Security  
  Insurance Policies  
  Addendum (if any)  
  The Contract Agreement  
  The Letter of Acceptance  
  The Letter from the Bidder  
  The Bid Submission Form  
  The General Conditions of Contract  
  The Particular Conditions of Contract  
  The Employer's Requirements  
  Filled Price Activity Schedule  
  Specifications  
  The Bidder's Qualifications |
| GCC 3.1 | The language of the contract is English  
  The law that applies to the Contract is the law of Mauritius. |
| GCC 5.1 | The Project manager *may* delegate any of his duties and responsibilities. |
| GCC 8.1 | Schedule of other contractors: *none* |
GCC 13.1 Except for the cover mentioned in (c)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:

(a) for the Works, Plant and Materials: Contract Value

(b) for loss or damage to Equipment: Rs 5.0 M

(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Rs 5.0M

(d) for personal injury or death:
(i) of the Contractor’s employees: Rs 5.0M

(ii) of other people: Rs 5.0M

(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.

The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.

GCC 14.1 The site is located at Calebasses.

GCC 20.1 The site possession date shall be communicated to the Contractor after signature of contract.

GCC 23.1 & GCC 23.2 Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.

GCC 24. In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.

The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to:

"the competent courts of Mauritius"

GCC 24.3 Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:
Not applicable.

GCC 24.4  
*Not Applicable*

**B. Time Control**

GCC 25.1  
The Contractor shall submit for approval a Program for the Works within 7 days from the date of handing over of site.

GCC 25.3  
The period between program updates is **15 days**.
The amount to be withheld for non-submission of an updated Program within the delay is **Rs2,000 per occurrence**.

**C. Quality Control**

GCC 33.1  
The Defects Liability Period is: **365 days**.

GCC 39.7  
Interim Payment for Plant and Material on site is **not** applicable.

**D. Cost Control**

GCC 41.1 (l)  
Adverse weather conditions shall be defined as follows:
- *Above 20 mm of rainfall recorded in day at the nearest rain station.*
- *An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius and*
- *Cyclone warning class 3 or above*

GCC 43.1  
The currency of the Employer’s country is: **Mauritian Rupees**.

GCC 44.1  
The Contract is **not** subject to price adjustment in accordance with GCC Clause 44,

GCC 45.1  
The proportion of payments retained is: **10 % which shall be retained from any payment. Half of the retention money will be released after formal taking over of the works and the remaining shall be released after the Defects Liability Period subject to the Contractor making good all defects.**

GCC 46.1  
The liquidated damages for the whole of the Works are **MUR 5,000 per day**.
The maximum amount of liquidated damages for the whole of the Works is **10 % of the Contract Value**.

GCC 47.1  
The Bonus for the whole of the Works is **not applicable**
<table>
<thead>
<tr>
<th>GCC 48.1</th>
<th>The Advance Payments shall not be applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 49.1</td>
<td>The Performance Security amount is 10% of the Contract Value (including contingencies and VAT) in the form of a Bank Guarantee as per the format in section VIII and shall be valid until the end of the defects liability period. Where the Performance security and the insurance covers expire before the end of the date of completion of works, the contractor shall renew the insurance covers and the security to cover the period up to the completion of works and shall extend these to cover the maintenance period at no extra cost. The Contractor shall inform the client in writing of the steps taken.</td>
</tr>
</tbody>
</table>

### E. Finishing the Contract

<table>
<thead>
<tr>
<th>GCC 55.1</th>
<th>The date by which operating and maintenance manuals are required is: Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 55.2</td>
<td>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is Not Applicable</td>
</tr>
<tr>
<td>GCC 57.2 (g)</td>
<td>The maximum number of days is: 180 days</td>
</tr>
<tr>
<td>GCC 59.1</td>
<td>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the works is 25%.</td>
</tr>
</tbody>
</table>
Section VIII - Contract Forms

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

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Letter of Acceptance

(on letterhead paper of the Employer)

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

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

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

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

You are requested to furnish the Performance Security within 21 days in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section VI (Contract Forms) of the Bidding Document.

Authorized Signature: ........................................................................................................................................

Name and Title of Signatory: ................................................................................................................................

Name of Agency: ........................................................................................................................................

Attachment: Contract Agreement
Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Letter of Acceptance
   (b) the Bid
   (c) the Addenda Nos . . . . . [insert addenda numbers if any] . . . .
   (d) the Appendix to the General Conditions of Contract
   (e) the General Conditions of Contract;
   (f) the Specification
   (g) the Drawings; and
   (h) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.
Signed by: __________________________   Signed by: __________________________
          for and on behalf of the Employer   for and on behalf the Contractor

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

          in the presence of:__________________
          Witness, Name, Signature, Address, Date
Performance Security

Bank’s Name and Address of Issuing Branch or Office

Beneficiary: Name and Address of Public Body

Date

PERFORMANCE GUARANTEE No.

We have been informed 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.

Seal of bank and

Signature(s)
Sample Form of Preference Security

Form of Preference Security
(Bank Guarantee)

To: ____________________________ [name of Employer]

______________________________ [address of Employer]

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

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

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

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

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

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

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

Signature and Seal of the Guarantor

Name of Bank __________________________________________

Address __________________________________________

Date __________________________________________

_________ 4 Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract
Advance Payment Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: ...........................................[Name and Address of Employer] ...........................................

Date:..................................................................................................................................................................

Advance Payment Guarantee No.: .................................................................................................................

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

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

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

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

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

............... [Seal of Bank and Signature(s)]. ..............

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

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

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

will be as per site instructions

Note: Exact dimension and positioning of the void for chimney
NB 1. Siting of building is indicative. To be determined on site.

2. Dimensions to be read. Figures shown are approximate and indicative.

3 To be decided and approved by user department.