



THE GOVERNMENT OF MAURITIUS
MINISTRY OF ENERGY, WATER RESOURCES AND POSTAL SERVICES
CENTRAL WATER AUTHORITY

**THE DETAILED DESIGN
ON
THE PORT LOUIS WATER SUPPLY PROJECT
IN MAURITIUS**

FINAL REPORT (1)

TENDER DOCUMENTS

FOR

LOT I : CIVIL WORKS (DIVERSION TUNNEL AND PREPARATORY
WORKS)

VOLUME I

INSTRUCTION TO TENDERERS
FORM OF TENDER BOND
FORM OF PERFORMANCE BOND
FORM OF ADVANCE PAYMENT BOND
FORM OF AGREEMENT
LETTER OF ACCEPTANCE OF TENDER
CONDITIONS OF CONTRACT
FORM OF CERTIFICATES FOR SOURCE & ORIGIN AND ELIGIBILITY

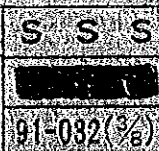
MARCH 1991

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JAPAN INTERNATIONAL COOPERATION AGENCY



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JAPAN INTERNATIONAL COOPERATION AGENCY



1170065【5】

(This letter will be issued to Applicants to the tender together with delivery of the Tender Documents.)

Our ref. : _____

To : _____

(Name of Tenderer)

(Address of Tenderer)

Re : Invitation to Tender
The Port Louis Water Supply Project
Lot I : civil works (Diversion Tunnel and Preparatory Works)

Dear Sir,

In response to your application of the Tender Documents for Lot I Works for the Port Louis Water Supply Project, we hereby invite you to submit a sealed Tender(S) for furnishing necessary labour, equipment and materials; and for provision, execution, construction, test, completion, remedying of defects and maintenance of the Works for Lot I, all in accordance with the terms and conditions of the Tender Documents including the Specifications and the Drawings.

It is noted that only the prequalified Tenderers are allowed to quote the Tender for Lot I.

The Tender Documents consist of the following Volumes;

(1) Volume I :

- Instructions to Tenderers
- Form of Tender Bond
- Form of Performance Bond
- Form of Advance Payment Bond
- Form of Agreement
- Letter of Acceptance of Tender

- Conditions of Contract
- Form of Certificates for Source & Origin and Eligibility

(2) Volume II :

- General Specifications
- Technical Specifications

(3) Volume III :

- Form of Tender with Appendices
- Bill of Quantities

(4) Volume IV :

- Drawings

Two (2) sets in English of the complete sets of the Tender Documents required for the preparation of a tender are hereby delivered to the Tenderers or their accredited representatives for the sum of U.S. Dollars (_____) or Mauritian Rupees (_____) in a certified check made out to the Central Water Authority (CWA). Additional sets of the Tender Documents will be furnished to you upon payment of U.S. Dollars (_____) or Mauritian Rupees (_____) per set, upon written request to the following addresses;

CWA's address:

Central Water Authority (CWA)

St. Paul, Phoenix, Mauritius

Telex No. :

Attention : Committee of Port Louis Water Supply Project

or, Consulting Engineer's address:

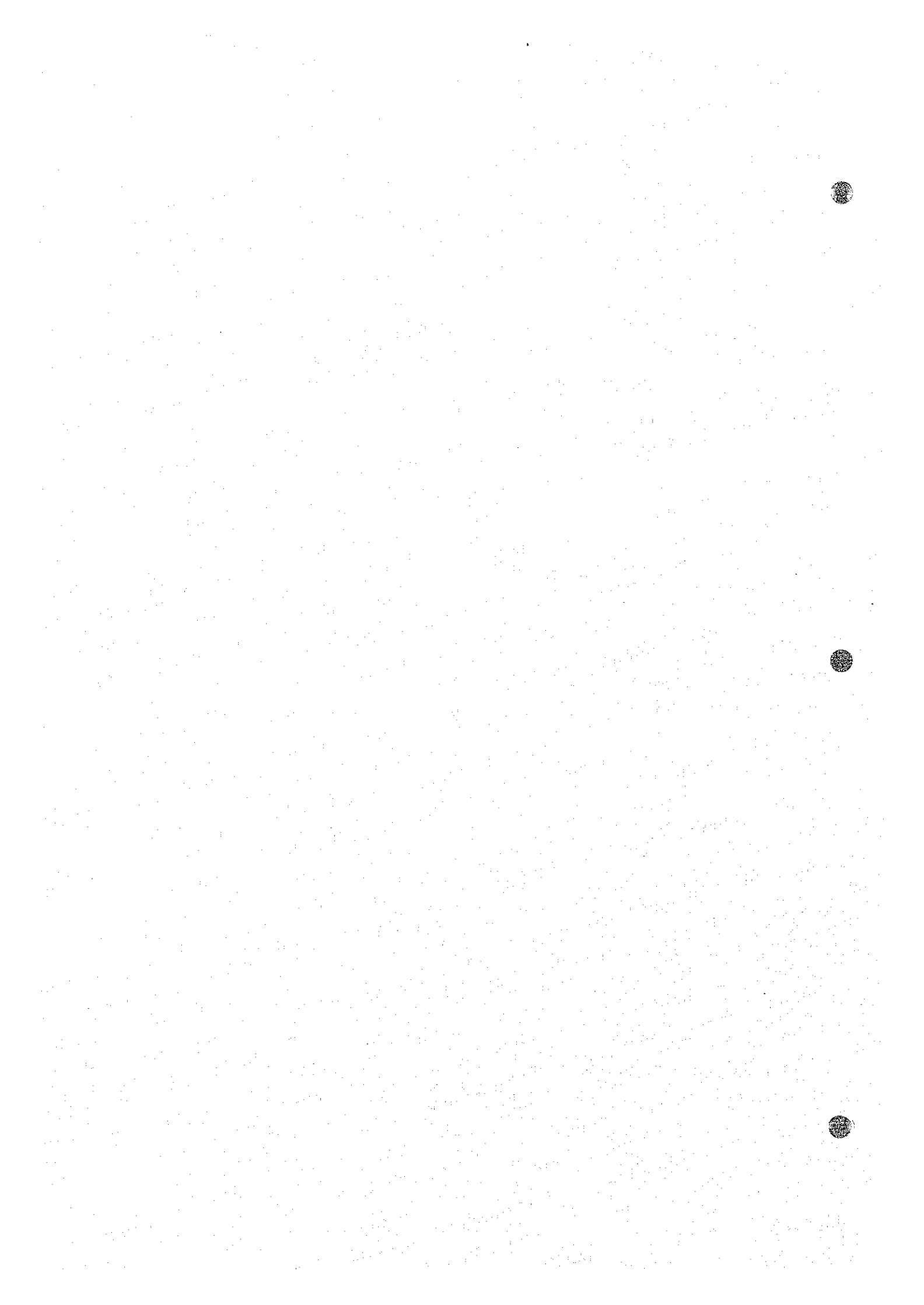
The payments are not refundable.

Yours sincerely,

Central Water Authority

Director of _____

St. Paul, Phoenix, Mauritius



**CENTRAL WATER AUTHORITY
PHOENIX - MAURITIUS**

THE PORT LOUIS WATER SUPPLY PROJECT

TENDER DOCUMENTS

FOR

**LOT I : CIVIL WORKS (DIVERSION TUNNEL AND PREPARATORY
WORKS)**

VOLUME I

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INSTRUCTION TO TENDERERS

**THE PORT LOUIS WATER SUPPLY PROJECT
LOT-I: CIVIL WORKS (DIVERSION TUNNEL AND
PREPARATORY WORKS)**

INSTRUCTIONS TO TENDERERS

IT.1 General

The Central Water Authority (CWA), an agency of the Ministry of Energy, Water Resources and Postal Services of Mauritius (hereinafter referred to as the Employer) which controls municipal and industrial water supply in Mauritius, invites a formal international Tender for the civil engineering construction works comprising preparatory works and diversion tunnel, and also providing, installing and completing part of the hydromechanical equipment of the Port Louis Water Supply Project, from experienced and reputable firms or persons in the eligible source countries.

The constructions works of the Project will be completed dividing the contract in the following three (3) lots, of which Lot I is covered by this Tender;

- Lot I : Diversion tunnel and preparatory works (including part of hydromechanical work)
- Lot II : Dam and appurtenant structures including closure of diversion tunnel
- Lot III : Municipal dyke, transmission pipeline and treatment plant

The tender(s) for Lot II and Lot III will be called individually or in a form of combined lot, being separated from this Tender for Lot I. Attention of the Tenderers is drawn to the General Specifications which describes the Works to be executed, completed and maintained under this Contract (Lot I) as well as those involved in other Lots (Lot II and Lot III).

For purpose of supervision of Construction works, the Employer will establish a Project Management Office at the Project Site. In addition, _____ (hereinafter referred to as the Engineer) has been appointed by the Employer to serve as consulting engineers for the Project.

This Project is expected to be financed with funds from the Government of Mauritius and from Loan Agreement No. (_____) concluded with the _____ hereinafter referred to as the _____.

For this purpose, the Employer intends to apply the proceeds of this Loan to eligible payments under the Contract for which this invitation to Tender is issued. Payments by the _____ will be made only at the request of the Employer and upon approval by the _____ in all respects to the terms and conditions of the Loan Agreement.

The proceeds of the Loan are required to be used with due attention to considerations of economy, efficiency and non-discrimination among countries which are eligible for procurement of goods and services (such countries are hereinafter called "the eligible source countries").

Lot I is a Unit Price Contract (including some Lump Sum items) with a priced Bill of Quantities. Payments will be made to the Contractor, partly in Mauritian Rupees and partly either in Japanese Yen or U.S. Dollars, in accordance with the Bill of Quantities including reimbursement for escalation for the portion of Mauritian Rupees. When the Contract is awarded to Japanese Contractor, the price shall be stated and payable in Japanese Yen. All work performed under this Contract shall be in conformity and accordance with and subject to the Tender Documents as defined hereunder.

IT.2 Delivery of Tender Documents

- (1) This tendering for Lot I will be open to all experienced and reputable firms, partnerships and companies either alone or in joint-venture, who have been prequalified by the Employer. If any conditions which could substantially change the performance of the Tender arise between the time a Tenderer is prequalified to Tender and the Tender Opening Date, the Employer reserves the right to reject the proposal from the Tenderer, even though he was initially prequalified.

Two (2) sets in English of the complete sets of the Tender Documents required for the preparation of a Tender may be obtained by the Tenderers or their accredited representatives for the sum of U.S. Dollars _____ in a certified check made out to the Employer.

- (2) Additional set of the Tender Documents will be furnished to any Tenderer upon payment of U.S. Dollars _____ per set, upon written request to the Employer, or to the Engineer (Refer to IT.8 as to their addresses.).

Any payments made by the Tenderer are not refundable.

IT.3 Language of Tender

Tenderers must submit all the documentation in English. With respect to foreign Tenderers, the corresponding documentation accrediting the personal representation, powers, letters, etc. in other language than English must be submitted after they are translated into English and duly authenticated and legalized.

Tenderers must submit, as explanation or consultation elements of the Tender, illustrative leaflets or printed technical standards. These elements shall also be written in English.

IT.4 Examination of Site

- (1) The Tenderers will be allowed by the Employer to visit the Site, inspect the cores from exploratory drilling and take other steps as may be reasonably necessary to ascertain the nature and location of the Works, and the general and local conditions which can in any way affect the Works or the cost under the Contract on the dates indicated in the Tender Advertisement.
- (2) The inspection will be made with the technical support of representatives of the Employer and the Engineer. It is strongly recommended that the Tenderer participates in this visit. Tenderers who wish to avail themselves of this opportunity are requested to give the names of their representatives to the Employer's Head Office in writing or by telex or cable at least seven (7) working days before the said dates, with their addresses of telex or cable. The Tenderer who visited the Site shall state the period and the names of members in his Tender.
- (3) All the administrative arrangements and expenses applicable shall be borne by the Tenderers.

IT.5 Tenderer's Understanding

Meteorological, hydrological, geological, geotechnical and other general information on the Site are made available to the Tenderers by the Employer as summarized in the General specifications and the Drawings. However, the Employer does not guarantee the exactness of the date and information supplied. The information, which is supplied to the Tenderers or which is contained in the Tender Documents, their annexes or in any other kind of document, only represents the conditions encountered in the site where it was obtained and does not guarantee the existence of invariable conditions. Said data are only provided as approximate information and it must be clearly

understood that the Employer shall not be responsible for the exactness of the same, nor for any deductions, interpretations or conclusions which may be derived from the same.

The Tenderer shall satisfy himself, by careful inspection as to the nature and location of the Works, the nature of geological, hydrological and climatic conditions, the character, quality and quantity of the materials to be encountered, the type of equipment and facilities needed for the execution of the Works, the general and local conditions including transport conditions, labour conditions and labour rates, the equipment to be furnished and installed and all other matters which can in any way affect the works under the Contract.

The Tenderer shall not submit any claim at any time after the submission of the Tender or in the subsequent execution of the Contract based on any misunderstanding or ignorance with regard to the conditions prevailing at the Site or in Mauritius.

No verbal conversation with any officer, agent, or employee of the Employer or the Engineer shall be deemed to affect or modify any of the terms or obligations of the Tender Documents.

IT.6 Tender Documents

The Tender Documents for the Contract of the Lot I consist of the following:

- (1) Volume I
 - Instructions to Tenderers
 - Form of Tender Bond
 - Form of Performance Bond
 - Form of Advance Payment Bond
 - Form of Agreement
 - Letter of Acceptance of Tender
 - Conditions of Contract
 - Form of Certificates for Source & Origin and Eligibility

- (2) Volume II
 - General Specifications
 - Technical Specifications

- (3) Volume III
 - Form of Tender
 - Bill of Quantities
 - Schedules of Particulars

- (4) Volume IV
 - Drawings

- (5) Addenda issued prior to the Tender Opening Date, if any

Conditions relating to tendering as prescribed in the Tender Documents shall be strictly complied with and, in so far as they may affect the execution of the Contract, shall be deemed to form part of the Conditions of Contract. It is the Tenderer's responsibility to examine carefully the whole of the Tender Documents and understand their full import severally and jointly. The Tender Documents are the private property of the Employer and their total or partial reproduction without his authorization is prohibited.

IT.7 Eligibility of Tenderers and Limited Expenditure

Payments from the proceeds of the Loan will be limited to goods produced in and services supplied from the territories of eligible source countries of the _____ (See Appendix to Instructions to Tenderers). The Employer is required to submit to the _____ a complete statement of the source and origin of the equipment, materials and services to be furnished under this Contract.

To assist the Employer in this matter, the Tenderer shall submit a complete breakdown of the source or origin of all equipment, materials and services to be furnished under this Contract in accordance with the attached Form.

(See Form of Certificates for Source & Origin, and Eligibility)

IT.8 Interpretation of Tender Documents

If any Tenderer is uncertain as to the true meaning of any Clause of the Tender Documents, or should any Tenderer, in his opinion, find discrepancies or omissions in the Tender Documents, he shall at once notify in writing to the Employer with copies to the Engineer at the following addresses and request clarification in such a way as to enable the Employer to receive the request prior to thirty (30) days before the Tender Opening Date. Interpretations of the Tender Documents will be valid only if made by formal Addenda issued by the Employer and approved by the _____.

Employer's address:

CENTRAL WATER AUTHORITY (CWA),
St. Paul, Phoenix, Mauritius
Attention: Committee of Port Louis Water Supply Project

Engineer's address:

IT.9 Addenda

Addenda to the Tender Documents may be issued until twenty (20) days before the Tender Opening Date in order to clarify provisions herein or to notify modification. Each addendum issued by the Employer will have been approved by the _____ and will be distributed to all tenderers who have obtained the Tender Documents officially. The Tenderers shall acknowledge receipt of each addendum by signing and returning the receipt form distributed with the addendum. The addendum receipt form shall be returned within five (5) days following the date it was received by the Tenderers. All addenda issued will become part of the Tender Documents. Failure to acknowledge any addendum may result in the Tender being rejected.

IT.10 Tender

- (1) All information and particulars to be filled in on the Tender Documents shall be typewritten or legibly written in ink. No erasures will be permitted and all errors or alterations shall be neatly cancelled and all corrections shall be authenticated by signer's initials and date.
- (2) In the event of a discrepancy between the unit price and the extended price for any item in the Bill of Quantities, the unit price quoted by the Tenderer shall prevail, and the extended price will be adjusted by the Employer when he is examining the Tender. The total Tender Price will also be adjusted to correct such discrepancies as well as any arithmetical errors or incorrect transferences.
- (3) In the event of a discrepancy in the price quoted in words and in figures, the former shall prevail.

- (4) The numbers, quantities, and measurements set out in the Bill of Quantities are estimates only, and their accuracy or inaccuracy shall in no way affect the validity of the Tender or of any Contract based thereon. The total price of each item set out in the Bill of Quantities at the rate or unit price inserted by the Tenderer shall be stated, but these figures are required solely for the purpose of facilitating the comparison of the various Tenders and shall not be deemed to be the actual sums which shall be paid to the Contractor for the execution of the Works. The sum to be paid to the Contractor whose Tender is accepted shall (subject to the provisions of the Conditions of Contract) be determined by measuring the work actually done in accordance with the Contract and valuing it at the rates and prices inserted by the Contractor in the Bill of Quantities. Notwithstanding this, adjustment of quantities shall not be effected for lump sum tender items.
- (5) The rates and prices inserted in the Bill of Quantities shall be the full inclusive rates and prices for the finished work described under the respective items and shall cover, but not be limited to, all labour, materials, transport, cartage, storage, tests and putting into operation in case of the hydromechanical and electrical equipment, temporary works, overhead charges, any applicable duties, watching, lighting, and profit as well as the general liabilities, obligations, and risk arising out of the Conditions of Contract.
- (6) No alteration, other than filling in all the blanks intended to be filled in, shall be made by the Tenderer in the Form of Tender or in any of the Tender Documents. If any alteration is made or if the Instructions to Tenderers are not fully complied with, the Tender shall not be considered. The monetary amount entered on the Tender shall be for executing, completing and maintaining the Works in strict accordance with the Tender Documents, and shall be the total sum of all the amounts entered by the Tenderer upon the Bill of Quantities.
- (7) Adjustment of price is provided for in Clause 70, Changes in Cost, in the Conditions of Contract.

IT.11 Pricing Requirements

- (1) The Bill of Quantities has an entry for each item on which payment will be made and no other allowance of any kind will be made unless specifically provided for in the Tender Documents. In the appropriate spaces provided for each bid item in the Bill of Quantities, the Tenderer shall specify the unit price or lump sum for the work and/or services included under the item.

- (2) If the rate of any item is not filled in, the cost of that item shall be deemed to be included in the unit price or lump sum price for other items. If the unit price is omitted, this shall be established dividing the total value of the item by the corresponding quantity. In the event of any discrepancy in expression of figures in number and in word, the latter shall be taken as correct.
- (3) Some rates of labour, materials, Construction Plant and other shall be filled in the Schedules of Particulars incorporated in the Tender by the Tenderer. Such rates will be used in case of works done on the Daywork basis.
- (4) Each Tenderer may offer for the Lot I by filling both unit and lump sum prices in the Forms of Tender with Bill of Quantities and Schedules of Particulars of Volume III of the Tender Documents. Each unit or lump sum price shall be broken down into two portions, called "local currency portion" and "foreign currency portion" respectively; the former shall reflect the costs which the Tenderer estimates and will expend in Mauritius, while the latter shall reflect the cost which the Tenderer estimates and will expend in other countries than Mauritius. Both the currency portions shall include overhead costs on and off the Site and profits.
- (5) The local currency portion of each unit or lump sum price shall be expressed in Mauritian Rupees, and the foreign currency portion shall be expressed either in Japanese Yen or U.S. Dollars. The shall note that prices quoted in the Bill of Quantities shall be firm throughout the Contract period, except for escalation provisions set forth in Clause 70 of the Conditions of Contract.

IT.12 Documents to be Included in the Tender

Each Tender shall consist of the following documents:

- One (1) set of the Master Copy of the complete Tender Documents including all addenda.
- Three (3) sets of the Duplicates of Tenders shall be prepared, containing the following Forms and instructions inserted which are available in this Tender Document. All relevant blank spaces shall be duly filled in by black ink by hand, typed with black ribbon or printed. Any Tender which is incomplete or does not include whole of the Works covered by the Specifications will not be considered.

(1) Volume I

- Instructions to Tenderers
- Form of Tender Bond
- Form of Performance Bond
- Form of Advance Payment Bond
- Form of Agreement
- Letter of Acceptance of Tender
- Conditions of Contract
- Form of Certificates for Source & Origin and Eligibility
- Addenda issued prior to the Tender Opening Date, if any

(2) Volume III

- Form of Tender with Appendix
- Bill of Quantities
- Schedules of Particulars
 - Schedule 1 Cash Flow Tabulation
 - Schedule 2 Labour Flow Tabulation, including Estimate of Mauritian Labour Employment
 - Schedule 3 Materials Flow Tabulation
 - Schedule 4 List of Constructional Plant and Materials, including Their Sources
 - Schedule 5 Field Personnel
 - Schedule 6 List of Sub-contractor(s)
 - Schedule 7 Daywork
 - Schedule 8 Breakdown of Prices
 - Schedule 9 Construction Time Schedule
 - Schedule 10 Drawing and Documents Submitted with Tender
 - Schedule 11 Information on Prequalification for Hydromechanical Works
 - Schedule 12 Spare Parts of Constructional Plant

(3) Status of Tenderer as stipulated in Clause IT.13

(4) Alternative Tenders as stipulated in Clause IT.16, if any

(5) Any other documents that the Tenderer may be required to submit with his Tender, or that he may wish to attach to his Tender.

A Tender which is not accompanied by all the required documents may be subject to rejection.

The original Forms of Agreement, Performance Bond and Advance Payment Bond shall be attached along with the the Tender after due completion by the Tenderer.

The Tender and all accompanying documents shall be signed by the Tenderer himself or by his attorney. If the Tenderer is a company, the signatory shall prove that he is the accredited representative of, or legally empowered to act on behalf of the company. If the Tender is signed by an attorney, a power of attorney shall accompany the Tender.

IT.13 Status of Tenderer

A Tender submitted by a company shall be accompanied by notarially authenticated copies of the documents defining the constitution of the company, powers of attorney and other relevant documents, and a Tender submitted by a partnership or firm shall be accompanied by duly authenticated extracts from the partnership deed or other documents, so as to show by what persons and in what manner contracts may be entered into by or on behalf of the company, partnership or firm and what persons are directly responsible for the due execution of such contracts and can give valid receipts on behalf of the company, partnership or firm.

Any Tender submitted jointly with other firms or submitted in association with any other firms including any firms or persons acting in an advisory or consultative capacity shall be accompanied by a statement showing how the Contract commitments would be undertaken and the exact relationship between each of the firms referred to. This statement will form part of the Tender and will have to be substantiated by all the parties concerned before submission of the Tender.

IT.14 Tenderer's Representative

For the purpose of possible communications during the proceeding of the Tender, the Tenderer shall submit the following information in advance:

- (a) Name or Trade name of the Tenderer
- (b) Main address, postal and telegraphic addresses and telex code at which address notices may be validly served on them.
- (c) Name and the document of identity of the person duly authorized to receive the communication in the name of the Tenderer.

All notices shall be deemed to be validly served which are left at such address or are sent there by registered post and any letter sent by registered post shall be deemed to have arrived in due course of post. Any change of address shall be notified in writing to the Employer and the Engineer by the Tenderer. It shall not be obligatory on the Employer or the Engineer to take note of any change of address unless officially notified.

IT.15 Signing of Tender

- (1) Tender by person or persons shall contain the full name(s) and address(es) of the places of business of the person or persons submitting the Tender and shall be signed with his or their usual signature(s), confirming that they will be jointly and severally responsible for all the obligations of the Tender and the Contract entered into.
- (2) Tender by partnership shall contain the full name and address of the place of business of each of the partners and shall be signed with the partnership name by an authorized representative, followed by the signature and designation of the person signing, and a certified declaration by the partners shall be included with the Tender, stating that they consider themselves jointly and severally responsible for all obligations of the Tender and the Contract subsequently to be entered into.
- (3) Tender by corporations shall be signed with the legal name of the corporation, by the authorized person, followed by the signature and designation of the person signing and a certified document giving proof of his authority to sign the Tender shall be included with the Tender.
- (4) Tender by a group of two or more firms forming a joint-venture or consortium shall be signed by each firm and satisfactory proof furnished with the Tender that one person is authorized to act for all. In any case, they shall be jointly and severally responsible for all obligations of all the members of the joint-venture or consortium.
- (5) The Tenderer shall attach a copy of the latest registration of company, certificate of assignment, power of attorney or any other certificates to prove the legal acceptance of the signature(s) on his Tender. In case such evidence is provided in other language than English, translation into English, duly authenticated and legalised, shall also be attached thereto. For the Tender by a joint-venture, above mentioned evidences of each member of the joint-venture shall be attached.

IT.16 Alternative Tenders

- (1) In addition to the Base Tender conforming to the requirements of the Specifications, Alternative Tender may be submitted and may be admitted, provided that the Tenderer gives full details in his covering letter, in the same order as the relevant Clauses of Specification, of any proposed departures or variations from those Clauses. The technical data required in the Schedules shall also be provided for the Alternative Tender proposed.

No Alternative Tender will be considered unless a Tender in conformity with these Tender Documents (Base Tender) is also submitted.

The Alternative Tender shall be prepared in four (4) copies, consisting of the MASTER COPY and three (3) DUPLICATES, marking "ALTERNATIVE TENDER". The manner of delivery of the Alternative Tender is the same as that of Tender described in Clause IT.20 hereinafter.

- (2) The Tenderer may submit a proposal for an alternative arrangement of the Works and the Plant. Such alternative arrangement shall have the effect of reducing the total cost of the Project and shall not sacrifice operating convenience and serviceability of the Works and the Plant. The alternative arrangement proposed by the Tenderer shall be complete in every respect and shall perform the functions of the Works and the Plants as specified herein.

The Tenderer shall accompany his description of his proposed arrangement with complete scale drawings and specifications, and shall prepare a separate and complete Tender for this alternative arrangement.

- (3) The Tenderer shall submit with his Tender in order of the relevant clauses, a statement of any departures from the Specifications. Notwithstanding any description, drawings or literature which may be submitted, all details other than those in such statement of departures shall be deemed to be in accordance with the Specifications. Such departures shall not be binding the Employer unless incorporated in the Contract and the priced Bill of Quantities in the Tender shall not take into account any such proposed departures.

The Tenderer shall, however, indicate in the statement of departures, the amount of increase or decrease in the Tender prices for each proposed departure if such departure is incorporated in the Contract.

- (4) The Tenderer, if he wishes, may submit additional specifications not substantially in conflict with the technical provisions of these Tender Documents. In the event that conflict should

later be found between the Tenderer's specifications and the Tender Documents, the latter shall govern in all cases unless otherwise mutually agreed upon in writing. Any part of the Tenderer's additional specifications that may be in conflict with the Tender Documents will be discarded.

IT.17 Conditions of Tender Rejection

Evaluation of the Tender will be based on the Tender Price and technical information furnished in the Tender. The Employer reserves the right to accept or reject any or all Tenders received and is not bound to accept the lowest Tender. The Employer will not be liable for any claim regarding the procedure of the evaluation of the Tendering. The Employer reserves the right to evaluate an alternative proposal of the Tender. Supplementary data required will also be evaluated.

The following Tenders may be rejected:

- (1) Tenderer's name does not appear on the list of Tenderers who purchased Tender Documents from the Employer officially;
- (2) If covering some part only of the foreseen Works (partial Tender);
- (3) If the Tender is conditional;
- (4) If depending on further approval of Government Bodies or Financing Organizations;
- (5) If illegible or containing omissions, erasures, alterations, additions or items not called for in Form of Tender or the documents thereof, or which otherwise contain irregularities of any kind;
- (6) If not accompanied by a Tender Bond or with a Tender Bond insufficient or unacceptable;
- (7) If not signed by the Tenderer and not witnessed in all the required places;
- (8) If not accompanied by all the Schedule completed in all respects;
- (9) If not delivered in a sealed envelope by the time and date specified hereinafter;
- (10) If some unit or lump sum prices appear unreasonably unbalanced due to failure of the Tenderer to inform himself on local conditions;
- (11) If the Tender includes use of materials and equipments of non-permissible imports or from non-eligible source countries, except as allowed in the Tender Documents.

IT.18 Spare Parts

The Tenderer shall show lists of spare parts of the respective Constructional Plant such as batcher plant, aggregate plant, cement silo equipment and waste water treatment facility which he proposes to install and use for execution of the Works, and shall fill prices for the supply thereof listed in the Schedule of Particulars. The list of spare parts proposed by the Tenderer in the Schedule shall allow for maintenance of the Plant for the period of five (5) years after the time of completion of the Works. The order of the spare parts recommended by the Tenderer should be left optional to the Employer and will be valid only after written authorization from the Employer.

Prices for such spare parts recommended will, however, be excluded from evaluation of the Tenders.

IT.19 Qualification of Tenderer

The Employer will evaluate the qualification and experience of the Tenderer and/or his subcontractor/manufacture if substantial part of the Works is carried out by the latter, as a part of the tender evaluation described in Clause 22 hereinafter.

Tenderer shall provide evidence of qualification and experience by completing the Schedule 11 and Schedule 5 of the Form of Tender. Any failure of the submission of the Schedule in a complete form could be a reason for the rejection of the entire tender.

IT.20 Delivery of Tender

The Tender shall be prepared in four (4) copies, consisting of one MASTER COPY and three (3) DUPLICATES. Each copy of Tenders shall be in sealed double envelopes. Only the inner envelope shall have the name and address of the Tenderer. Both of the inner and outer envelopes shall be clearly marked as follows:

"TENDER FOR LOT I, PREPARATORY WORKS AND DIVERSION TUNNEL INCLUDING PART OF HYDROMECHANICAL EQUIPMENT FOR THE PORT LOUIS WATER SUPPLY PROJECT"

The Form of Tender must not be detached from the accompanying Tender Documents, and one copy of all addenda to the Tender Documents must be attached to the Tender when submitted.

In compliance with the requirements relating to the submission of Tenders, the following procedure shall be followed:

- One MASTER COPY of the complete Tender Documents including all addenda, duly stamped and signed shall be properly executed and submitted.
- Three complete DUPLICATES of Volume I and Volume III of the Tender Documents including necessary Schedules and Forms shall be properly executed and submitted. (See Clause IT.12)

The Tender shall be delivered by hand to the Employer's Head Office, Mauritius, and sent by a registered mail or delivered by hand to the Engineer's Office, (____), according to the time and date specified hereunder:

- (1) The MASTER COPY and two (2) DUPLICATES must be received by:

Central Water Authority (CWA)
St. Paul, Phoenix, Mauritius
Attention : Committee for Port Louis Water Supply Project

before 10:00 hours (Mauritian Local Time) on the date indicated in the Tender Advertisement (herein called as Tender Opening Date).

- (2) The other one (1) DUPLICATE must be received by:

Attention: Port Louis Water Supply Project

This one (1) copy shall be so sent by mail on the Tender Opening Date.

For all Tenders delivered directly by hand, a receipt will be furnished to the Tenderer stating the place, hour and date of delivery. Modifications by telegrams, cables or wireless of Tenders already submitted will not be considered even if received prior to the hour set for closing. Modifications to Tenders already submitted will be considered only if received by sealed letter prior to the Tender Closing Time. Tenderer will not be permitted to withdraw his Tender after the hour indicated for the opening of the Tenders.

The Tenders will not be considered complete without the documents required under Clause IT.23 Tender Bond, which shall be submitted in a separate envelope clearly marked "TENDER BOND".

Any tender or portion thereof received after the Tender Closing Date and Time prescribed will be rejected and returned unopened. Any request for postponement of the Tender Opening Date will not be considered by the Employer.

The Employer does not assume any responsibility for premature opening or non-opening of the Tenders which had not been addressed or identified as indicated herein.

The Tender shall be valid for a period of one hundred and eighty (180) days from the Tender Opening Date specified hereof or, with the Tenderer's consent, for any extended period of time.

IT.21 Opening of Tenders

Tenders received as per Clause IT.20 will be opened publicly in the presence of those authorized representatives of Tenderers who are present at the Head Office of the Employer at 10:30 hours (Mauritian Local Time) on the Tender Opening Date prescribed above.

As the envelopes are opened, the following information on each Tender received will be read aloud:

- (1) Name of the Tenderer.
- (2) Total amount of each Tender indicating the sums quoted in Japanese Yen or U.S. Dollars and in Mauritian Rupees.

The corresponding minutes will be recorded on the completion of the opening proceedings, on which shall be certified:

- (1) Place, date and time of the commencement and completion of the opening procedure.
- (2) List of the Tenderers with an order listing applicable to each Tender.
- (3) Name and address of the Tenderers.
- (4) Total amount of the Tender.
- (5) Details on the Tender Bonds.
- (6) List of Tenders rejected and reasons for their rejection.
- (7) Certification of objections to the proceedings, if any.

The minutes shall be signed by the members of the Tender committee for the Port Louis Water Supply Project and by the representative of the Tenderers present.

IT.22 Evaluation of Tenders

After the opening procedure, it will be determined by the Employer, whether there is any major calculation error in the Tenders, whether the Tenders substantially conform with what is established in the Tender Documents, whether the Tender Bonds required have been submitted, whether the documents have been duly signed and, in general, whether the Tenders meet the conditions required. Any Tender failing to substantially conform with the Tender Documents or which contains unacceptable reservations, unless an option requested or permitted is concerned in conformity with the Tender Documents, will be rejected. A technical analysis will then be made to evaluate all the Tenders which meet the conditions required and to be able to make a comparison of the Tenderers.

Evaluation of the Tenders will be made as follows:

- (1) The Employer shall not be bound to accept the lowest or any Tender, and also reserves the right to reject any or all Tenders without giving any reasons, and without being liable to claims of any kind.
- (2) The Tenders will be verified for accuracy in the numerical calculations. Any Tender with arithmetical mistakes will be corrected on the basis of the actual quantities of works given in the Bill of Quantities and the unit prices quoted by the Tenderer.
- (3) Tenders will be evaluated without taking into consideration the escalation provision of Clause 70 of the Conditions of Contract.
- (4) Tenders will also be appraised or duly adjusted where necessary in consideration of information submitted in the Schedules forming part of the Tender, including the qualification of the Tenderer described in Clause IT.19.
- (5) For the purpose of comparison of Tenders, the total tender prices adjusted as above shall be valued in terms of Mauritian Rupees. Exchange rate to be used in such comparison shall be the official selling rate of Japanese Yen or U.S. Dollar quoted by Bank of Mauritius, for conversion from Japanese Yen or U.S. Dollar to Mauritian Rupees on the Tender Opening Date.

However, should there be a notable change in the value of currencies during the evaluation period, the Employer will be entitled to compare the Tenders on the basis of exchange rates at the time of the decision to notify the award to the successful Tenderer.

- (6) The comparison of the Tenders, their analysis, the selection and the recommendation of the successful Tenderer shall form a part of the evaluation report of the Tender Committee for the Port Louis Water Supply Project. This evaluation report must be submitted for approval by the _____ before the successful Tenderer is notified of the Employer's intention to negotiate the Contract.

During the Tender evaluation, the Employer will have the right to ask any Tenderer for a clarification of his tender.

IT.23 Tender Bond

It is absolutely essential for the Tenderer to attach a Tender Bond to his Tender to the credit of the Employer for the fixed amount of Mauritian Rupees three (3) million issued by a Bank or an Insurance Company which is duly authorized to operate in Mauritius and accepted by the Employer.

Said Bond must be valid for at least a period of one hundred and eighty (180) days from the Tender Opening Date and must be executed in the Form of Tender Bond attached to these "Instructions to Tenderers" accompanied by the power of attorney of the signatory. The successful Tenderer must sign the Contract within the period of one hundred and eighty (180) days from the Tender Opening Date.

The Tender Bond of the successful Tender must be automatically extended until the Performance Bond, made out to the Employer and to the full satisfaction of the latter, has been submitted.

No Tender will be considered if the Tender fails to accompany the Tender Bond with his Tender or the Bond accompanied is not adequate in amount or in validity time.

The Tender Bond shall be cashed by the Employer in the following cases:

- (1) If the Tenderer withdraws his Tender before the expiry of the one hundred and eighty (180) day-period;
- (2) If the successful Tenderer is not able to sign the Contract Agreement within the period established in the Contract;
- (3) If the successful Tenderer fails to submit the Performance Bond within the period specified in the Contract.

Except (1) above, the Bonds of the Tenderers who are not selected shall be returned without any interest or other type of additional formalities, when the Contract is signed with the successful Tenderer and in any case, within one hundred and eighty (180) days from the Tender Opening Date, or the agreed extended period of validity.

Before the expiry of the validity period of the Tender, one hundred and eighty (180) days, the Employer shall be able to request for an extension of the validity period of the Tender Bond together with the validity of the Tender, but the Tenderer shall be free to accept or reject the said request.

IT.24 Tender Expenses

All the costs incurred directly or indirectly by the Tenderer in the preparation and presentation of the Tender, as well as all the costs relative to the Tender Bond, the joint-venture statement, if any, etc., shall be at the Tenderer's expense.

IT.25 Letter of Acceptance

After having evaluated the Tender, the Employer will communicate by telegram with record of delivery or registered letter to the successful Tenderer his intention to negotiate the Contract.

Upon satisfactory completion of negotiations, the Employer will issue a Letter of Acceptance and invite the successful Tenderer to sign the Contract Agreement. Form of Agreement is incorporated herewith.

The Letter of Acceptance does not constitute an order to commence the Works.

The award of the Tender shall also be communicated by telegram with record of delivery or registered letter to all the Tenderers whose Tenders have been considered and not accepted.

IT.26 Signature of the Contract

To sign the Contract, the successful Tenderer shall submit the following documents to the employer:

- (1) The Performance Bond, issued in accordance with the Form attached to the Conditions of Contract by a Surety or a Bank which has undertaken to grant said Performance Bond under the Conditions of the Contract.

- (2) Specimens of the Insurance Policies requested under Clauses 21, 23 and 24 of the Conditions of Contract.
- (3) In case of award to a joint-venture, to submit the status of the same joint-venture duly registered and legalized.
- (4) Power of attorney to prove the legal acceptance of the signature on the Contract, duly registered and legalized in the country of the Contractor. If this document is in a language other than English, a translation into English, duly authenticated and legalised in Mauritius, shall also be provided.

Upon presentation and acceptance of the said documents, the Contract shall be signed in Phoenix, Mauritius, at the Head office of the Employer on the date specified by the Employer, but no later than sixty (60) days counting from the date on the Letter of Acceptance.

If the successful Tenderer is not able to present the above documents in an acceptable form, or is not able to sign the Contract within the period established, his Tender Bond shall be cashed and the Employer shall be free to proceed to award the Works to the Tenderer following him in the order of suitability of the Tenders.

IT.27 Order to Commence the Works

When the Contract Agreement is approved by _____ and the Employer becomes ready to make Advance Payment pursuant to Clause 60 of the Conditions of Contract, the PMO/Engineer will, upon receipt of approval from the Employer, issue the Order to Commence the Works to the Contractor. On the other hand, immediately after the signing of the Contract, the Contractor shall make all necessary preparations for commencing the Works without waiting for the Order to Commence.

IT.28 Performance Bond

For details of the performance bond in the amount not less than twenty (20) per cent of the contract Price, refer to Clause 10 of the Conditions of Contract. The Form of Performance Bond is incorporated herewith.

The Performance Bond in Mauritian Rupees shall be issued by a Bank or an Insurance Company which is duly authorized to operate in Mauritius and approved by the Employer.

For obtaining the total amount of the Performance Bond, the respective exchange rates for conversion to Mauritian Rupees shall be the rates quoted by the banks referred under Clause 72 of Conditions of Contract.

IT.29 Confidentiality

All documents and information received by the Employer and the PMO/Engineer from the Tenderers are strictly confidential. The documents forming part of, or otherwise submitted with the opened Tenders will not be returned.

IT.30 Correspondence

All correspondences in connection with the Tender, the Contract and all matters accompanying the Tender shall be in English, and all measurement and quantities are to be expressed in units of the metric system, unless otherwise prescribed in the Tender Documents.

IT.31 Intensive Use of Local Resources

In preparing the Tender, the Tenderers shall consider the maximum use of local labour and other resources originating in Mauritius.

APPENDIX TO INSTRUCTIONS TO TENDERERS

ELIGIBILITY OF TENDER

- Note:
- (i) This Appendix is applied in the case of the loan from OECF.
 - (ii) This Appendix is subject to change in accordance with the Condition of Loan Agreement to be concluded with the OECF.

A. Approval of Contract by OECF

Part of the project cost is financed by the OECF and stipulation of the Loan Agreement between the Government of Mauritius and the OECF binds the procedures for execution of this Tender.

B. Eligibility of Tenderer

The Tenderer, who intends to present the Tender alone or will act as a sponsor firm in case of the Tender being presented by a consortium or a joint venture, shall be from the eligible source countries and shall be nationals of the eligible source countries or juridical persons governed substantially by national of the eligible source countries who shall satisfy the following conditions:

- (1) That a majority of the subscribed shares of the juridical persons shall be held by nationals of the eligible source countries.
- (2) That a majority of full-time directors of the juridical persons shall be nationals of the eligible source countries.
- (3) That juridical persons have been incorporated and registered in the eligible source countries.

Eligible source countries are as listed in the List attached hereto.

C. Eligibility of Imported Goods

Goods containing materials imported from a country or countries other than the eligible source countries (hereinafter referred to as the "non-eligible source countries") may be eligible for financing

under the Loan Agreement, if the imported portion is less than fifty (50) per cent of the price per unit according to the following formulae:

- (1) When Mauritian Tenderers are awarded the Contract, the ratio shall be the C.I.F. price of the imported portion of the goods plus import duties levied on that portion over the ex-factory price of the goods being supplied.

$$\frac{\text{Imported C.I.F. Price + Import Duties}}{\text{Supplier's Ex-Factory Price}} \times 100$$

- (2) When Tenderers of the eligible source countries other than Mauritius are awarded the Contract, the ratio shall be the C.I.F. price of the imported of the goods plus import duties levied on the portion over the F.O.B. price of the goods being supplied.

$$\frac{\text{Imported C.I.F. Price + Import Duties}}{\text{Supplier's F.O.B. Price}} \times 100$$

The Tenderers shall submit with the Tender the Certificates for Source and Origin, and Eligibility with the Form attached hereto.

D. List of Eligible Source Countries

- (1) Japan

- (2) Asia

Bahrain, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, United Arab Emirates, Yemen, Yemen Dem., Afghanistan, Bangladesh, Bhutan, Burma, India, Maldives, Nepal, Pakistan, Sri Lanka, Brunei, Kampuchea, Hong Kong, Indonesia, Rep. of Korea, Laos, Macao, Malaysia, Philippines, Singapore, Thailand, Taiwan, Socialist Republic of Viet-Nam, People's Republic of China, Timor

- (3) Africa

Mauritius, Algeria, Egypt, Libya, Morocco, Tunisia, Angola, Benin, Botswana, Burundi, Cameroon, Cape Verde, Central African Rep., Chad, Comoros, Congo, Equatorial Guinea, Guinea-Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mayotte, Mozambique, Niger, Nigeria, Reunion, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Djibouti, St. Helena, Sudan, Swaziland, Tanzania, Togo, Uganda, Upper Volta, Zaire, Zambia, Zimbabwe, Ethiopia, Gabon, Gambia, Ghana, Guinea

(4) America

Bahamas, Barbados, Belize, Bermuda, Costa Rica, Cuba, Dominican Republic, El Salvador, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Mexico, Netherlands Antilles, Nicaragua, Panama, St. Pierre & Miquelon, Trinidad and Tobago, West Indies, Anguilla, Antigua, Cayman Islands, Dominica, Grenada, Montserrat, St. Kitts-Nevis, St. Lucia, St. Vincent, Turks and Caicos Islands, Virgin Islands (Br.), Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, Falkland Islands, Guyana, Guiana (Fr.), Paraguay, Peru, Surinam, Uruguay, Venezuela

(5) Europe

Cyprus, Gibraltar, Greece, Malta, Portugal, Turkey, Yugoslavia

(6) Oceania

Cook Islands, Fiji, Kiribati, French Polynesia, Nauru, New Caledonia, Niue Island, Pacific Islands (U.S.), Papua New Guinea, Solomon Islands (Br.), Tokelau Islands, Tonga, Tuvalu, Wallis and Futuna, Western Samoa, Vanuatu

FORM OF TENDER BOND

FORM OF TENDER BOND

THROUGH THE PRESENT DOCUMENT, WE HEREWITH NOTIFY THE PUBLIC that we, (name and address of Tenderer)

hereinafter called the Principal, and (name and address of Surety Company)

hereinafter called the Surety, are jointly and severally held and firmly bound unto the Central Water Authority (CWA), an agency of the Ministry of Energy, Water Resources and Postal Services of Mauritius, hereinafter called the Employer, in the penal sum of Mauritian Rupees (in words) _____

(Rs. _____) for the payment whereof we, the Principal and the Surety, bind ourselves and our successors and assigns and each of us jointly, severally and firmly by these presents.

WHEREAS the Principal has submitted the Tender for Lot I (Diversion Tunnel and Preparatory Works) of the PORT LOUIS WATER SUPPLY PROJECT.

NOW, THEREFORE, if the Employer shall accept the Tender of the Principal and the Principal shall enter into a contract with the Employer in accordance with the terms of such tender, and furnish such Performance Bond as specified in the Tender Documents for the faithful performance of such contract, this obligation shall then become null and void, otherwise it shall remain in full force and effect.

Provided, and it is hereby agreed and declared, that this Bond shall remain valid for one hundred and eighty (180) calendar days from the latest date fixed for receiving Tenders; however, it is agreed to extend the validity of the Tender Bond for an additional period, if so requested by the Employer. During such periods, this Tender Bond cannot be cancelled without the Employer's prior written consent.

Notwithstanding anything to the contrary, if the Principal is successful in his Tender, this Tender Bond shall remain in full force and effect after the period stipulated in the above paragraph until the Principal shall have entered into the Contract and furnished the necessary Performance Bond.

If the Principal does not abide by the Tender or any of the related conditions contained in the Tender Documents, the Surety agrees without condition and without the necessity of any court

action, to pay the sum of the Tender Bond entered above to the Employer within seven (7) calendar days after receiving notification from the Employer of the default of the Principal.

SEALED with our seals and dated this _____ day of _____, 199 _____.

FOR AND ON BEHALF OF THE SURETY:

Signature: _____ (SEAL)
Title: _____

FOR AND ON BEHALF OF THE PRINCIPAL:

Signature: _____ (SEAL)
Title: _____

IN THE PRESENCE OF:

Witness: _____
Address: _____

Occupation: _____

Note:

The Tender Bond shall be duly notarized and shall be authenticated by the competent legal authorities of Mauritius.



FORM OF PERFORMANCE BOND

FORM OF PERFORMANCE BOND

THROUGH THE PRESENT DOCUMENT, WE HEREWITH NOTIFY THE PUBLIC that
we,

(name and address of Contractor)

of (individual, partnership or corporation)

organized and existing in accordance with the laws of _____,

hereinafter called the Principal, and the (name and address of Surety Company)

hereinafter called the Surety, are jointly and severally held and firmly bound unto the Central Water Authority (CWA) an agency of the the Ministry of Energy, Water Resources and Postal Services of Mauritius, hereinafter called the Employer, in the penal sum of Mauritian Rupees (in words)

(Rs. _____)

for the payment whereof, we, the Principal and the Surety, bind ourselves and our successors and assigns and each of us jointly, severally and firmly by these presents.

WHEREAS the Principal has, by means of a written Contract Agreement dated the _____ day of _____ 199____, entered into a Contract entitled Lot I (Diversion Tunnel and Preparatory Works) of the PORT LOUIS WATER SUPPLY PROJECT, hereinafter called the said Contract, with the Employer for the construction, completion and maintenance thereof, or for the supply, erection and commissioning thereof as provided in the said Contract, which Contract is by reference made a part hereof and a copy is attached hereto.

AND WHEREAS the Surety has agreed to execute these presents to secure the due performance on the part of the Principal of the said Contract.

NOW the condition of this Bond is such that if the Principal, its successors or assigns shall henceforth and at all times faithfully perform and observe the said Contract and shall fully indemnify and save harmlessly the Employer from all losses, damages and costs which the Employer may suffer by reason of or incidental to the failure of the Principal so to do, and shall fully reimburse and repay the Employer for all outlays or expenses which the Employer may incur in making good any such default, then this obligation shall be null and void, otherwise it

shall remain in full force and effect until the issue of a Maintenance Certificate under the said Contract.

PROVIDED always, and it is hereby agreed and declared, that no change, extension of time, alteration or addition to the conditions of the said Contract or to the Works that shall be executed in accordance with the said Contract and the Tender Documents attached to it, shall affect in any way the obligations of the Surety in agreement with this Performance Bond.

Provided further, and it is hereby agreed and declared, that the Surety, their successors and assigns, or any of them, shall not be discharged or released from any liability hereunder, not withstanding any dispute(s) raised by the Principal in any suit or proceedings pending before any court or tribunal thereto.

PROVIDED further, and it is hereby agreed and declared, that the Principal and the Surety, their successors and assigns, or any of them, shall not be discharged or released from any liability hereunder or such liability as in any way affected by any such changes, alterations or variations, taking or receiving of security, or extension of time as aforesaid, or by any dealing or transaction or forbearance which may take place between the Employer and the Principal, and the Employer shall not be required to give the Surety notice of any such or of any default of the Principal, such notice being hereby waived, but upon request from the Surety the Employer shall furnish any information which it may have at the time of such request.

It is hereby further agreed and declared that this Bond is subject to the Laws of Mauritius and for any dispute arising from this Bond, the Surety expressly accepts the exclusive jurisdiction of the proper Court of Mauritius.

SEALED with our seals and dated this _____ day
of _____ 199_____.

SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF
THE PRINCIPAL:

FOR AND ON BEHALF OF
THE SURETY:

by _____
Authorized Representative

by _____
Authorized Representative

Name: _____
Title: _____

Name: _____
Title: _____

IN THE PRESENCE OF:

Witness: _____

Witness: _____

Address: _____

Address: _____

Occupation: _____

Occupation: _____

Notes

1. The name, surname and the residence of each individual party to the Bond must be inserted in the first paragraph of the Form.
2. If the Principal is a partnership, the full names and surnames of all the partners must be inserted in the first paragraph of the Form, which must indicate that they are the partners composing the partnership (to be named), and all the partners must execute the Bond as individuals.
3. The state of incorporation of each corporate party to the Bond must be inserted in the first paragraph of the Form; and the Bond must be executed under the corporate seal of said party, attested by its secretary or other appropriate officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. The Bond shall be duly notarized and shall be authenticated by the legal authorities of Mauritius.

FORM OF ADVANCE PAYMENT BOND

FORM OF ADVANCE PAYMENT BOND

THROUGH THE PRESENT DOCUMENTS, WE HEREWITH NOTIFY THE PUBLIC that we (name and address of Contractor) _____

_____ hereinafter called the Principal, and the (name and address of Surety Company or Bank) _____

_____ hereinafter called the Surety, are jointly and severally held and firmly bound ourselves, our heirs, executors, administrators, and successors, unto the Central Water Authority (CWA) an agency of the Ministry of Energy, Water Resources and Postal Services of Mauritius, hereinafter called the Employer.

WHEREAS the Principal has submitted this Bond to the Employer to guarantee in the sum of Japanese Yen or U.S. Dollars (in words) _____

(J¥/U.S.\$ _____) and Mauritian Rupees (in words) _____

(Rs. _____) given by the Employer to the Principal as an advance payment for the performance of the Works for Lot I (Diversion Tunnel and Preparatory Works of the PORT LOUIS WATER SUPPLY PROJECT in accordance with the terms of the Contract dated _____, 199__.

NOW the condition of this Bond is such that the Surety has agreed to refund the amount above stated on demand by the Employer subject to that the amount of the Bond shall be reduced in proportion to the repayment made in the Interim Certificate certified by the PMO/Engineer and approved by the Employer and all of the advance payment have been refunded by the Principal or upon issuance of the Certificate of Completion, whichever is the earlier, in accordance with the provisions of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

SEALED with our seals and dated this _____ day of _____
199 _____.

SIGNED, SEALED AND DELIVERED

**FOR AND ON BEHALF OF
THE PRINCIPAL:**

by _____
Authorized Representative

Name: _____
Title: _____

**FOR AND ON BEHALF OF
THE SURETY:**

by _____
Authorized Representative

Name: _____
Title: _____

IN THE PRESENCE OF:

Witness: _____

Address: _____

Occupation: _____

Witness: _____

Address: _____

Occupation: _____

STATEMENT OF PRINCIPAL OF CORPORATION

I, _____, hereby
certify that I am the _____
secretary of the corporation named as the Principal in the attached Bond; that _____
_____ who signed the said Bond
on behalf of the Principal, was at the date _____ of the said corporation; that
I know his signature, and his signature thereto is genuine; and that the said Bond was duly
signed, sealed, and attested for and in behalf of the said corporation by authority of its
Governing Body.

_____ (Corporate Seal)

Note:

The Advance Payment Bond shall be duly notarized and shall be authenticated by the competent legal authorities of Mauritius.

FORM OF AGREEMENT

FORM OF AGREEMENT

This AGREEMENT is made this _____ day of _____ 199____ BETWEEN
THE CENTRAL WATER AUTHORITY (CWA), Phoenix, Mauritius (hereinafter referred to
as the "Employer") OF THE ONE PART and _____

whose registered head office is _____
(hereinafter referred to as the "Contractor" which expression shall be deemed to include his
successors of permitted assigns) OF THE OTHER PART for Lot I (Diversion Tunnel and
Preparatory Works) of the PORT LOUIS WATER SUPPLY PROJECT.

NOW THEREFORE it is hereby agreed by and between the parties hereto as follows:

1. THE CONTRACTOR AGREES:

- (1) That in this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and other applicable documents hereinafter referred to.
- (2) That the following documents, though not limited thereto, shall be deemed to form and be read and construed as the part of this Contract, namely:
 - (a) The Instructions to Tenderers.
 - (b) The Form of Agreement.
 - (c) The Form of Performance Bond.
 - (d) The Form of Advance Payment Bond.
 - (e) The Form of Certificates for Source & Origin and Eligibility.
 - (f) The Conditions of Contract.
 - (g) The Addenda and Contractor's Acknowledgements of their receipt.
 - (h) The Specifications (General and Technical).
 - (i) The Form of Tender of the Contractor Including the Appendix thereto.
 - (j) The Bill of Quantities and the Preamble thereto.
 - (k) The Schedules of Particulars.
 - (l) The Drawings.
 - (m) The Appendices.
 - (n) The Letter of Acceptance.

- (o) The Correspondences and/or the Minutes of Meeting.
 - (p) All codes, designations, standards, standard specifications, and similar requirements which are referred to in the Conditions and the Specifications.
- (3) That the terms, conditions and requirements of the Contract Documents shall prevail except those which have been expressly altered by this Agreement.
 - (4) That the said Documents are intended to cover and provide for satisfactory work in all respects, and that every thing necessary to carry out this intent, including that which may be reasonably implied by the Contract Documents, shall be done by the Contractor, even if not particularly referred to in the Contract Documents.
 - (5) That he fully understands all aspects of work required by this Agreement, and confirms that he has examined the Site of the Works and access thereto and has satisfied himself as to the working conditions, the nature and type of the works to be done for the Project, risks associated therewith, and as to any and all matters which may be necessary in order to form a proper conception of the conditions under which the Works shall be performed.
 - (6) That in consideration of the payments to be made by the Employer, he will provide, execute, construct, complete, test and deliver the whole of the Works within fifteen (15) months calculated from the last day of the period named in the Appendix to the Tender as that within which the Works are to be commenced; and maintain and remedy defects in the Works and test operations of the Plant, in conformity with all respects with the provisions of the Contract Documents indicated in Sub-clause (2) above.

2. THE EMPLOYER AGREES:

- (1) To pay the Contractor, in consideration of the provision, execution, construction, completion, maintenance, and remedying of defects in the Works, the Contract Price at the times and in the manner prescribed by the Contract.
- (2) To provide the Contractor with access to, and use of, its lands and premises as may be necessary for the continuous and unrestricted prosecution of the Contractor's operation.

3. IT IS MUTUALLY AGREED:

- (1) That the Contract Price based on the quantities in the Bill of Quantities used for the Tender is Japanese Yen or U.S. Dollars _____ (J.¥. or U.S.\$ _____) for the foreign currency portion and Mauritian Rupees _____ (Rs. _____) for the local currency portion.
- (2) That the aforesaid Contract Price is subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.
- (3) That the Contractor has submitted a Performance Bond for the due and proper performance of the Contract in the sum of Mauritian Rupees _____ (Rs. _____), under such terms and conditions as have been approved by the Employer.
- (4) (Herein insert particulars of any modifications or alterations of the Contract Documents, if any.)
- (5) (Herein insert any other matters of mutual agreement, if any.)
- (6) That the works as hereinabove set forth shall be performed and completed to the approval of the Employer and the Engineer.
- (7) That this Contract is subject to approval of _____ (hereinafter called as the "_____") and the date from which this Contract is to be in force is the date of verification, entered hereunder, by the _____:

_____ day of _____ 199 ____.

4. That this Agreement shall extend to, be binding upon, and ensure to the benefits of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names and to be delivered at the principal office of the Employer as of the day, month and year first herein above written.

FOR AND ON BEHALF OF
THE CONTRACTOR;

FOR AND ON BEHALF OF
THE EMPLOYER;

by _____
Authorized Representative

by _____
Authorized Representative

Name: _____
Title: _____

Name: _____
Title: _____

IN THE PRESENCE OF:

Witness: _____

Witness: _____

Address: _____

Address: _____

Occupation: _____

Occupation: _____

LETTER OF ACCEPTANCE OF TENDER

LETTER OF ACCEPTANCE OF TENDER

To: _____

(Contractor)

From: CENTRAL WATER AUTHORITY
St. Paul, Phoenix, Mauritius

Date: _____

Contract No. :

TENDER FOR LOT I (Diversion Tunnel and Preparatory Works) of the PORT LOUIS WATER SUPPLY PROJECT.

1. You are hereby informed that your Tender for the above mentioned Works is accepted, subject to the Conditions of Contract, Specifications, and Bill of Quantities, Addenda _____, _____, and inclusive Form of Tender, and this letter, in the sum of Japanese Yen/U.S. Dollars (in words)

(J¥/U.S.\$.) _____)
and Mauritian Rupees (in words) _____
(Rs.) _____)

2. Your Tender as defined above together with this Letter of Acceptance thereof shall constitute a binding contract between yourselves and ourselves; the Central Water Authority (CWA). You will be required however to execute, in due course, an Agreement in the form annexed to the Tender Documents.

3. You will be notified by us, when the Contract Documents are ready for your signature.

4. Attention is drawn to the Conditions of Contract, whereby as precedent to commencement of work and not later than the day you execute the formal Contract Agreement, you will be required to deposit made out to CWA, a Performance Bond in the amount of fifteen per cent (15%) of the Contract Price in the sum of Mauritius Rupees (in words) _____

(Rs.) _____)

for the due performance of this Contract.

5. You will also be required, at the same time, to deposit made out to CWA an Advance Payment Bond by an acceptable financial institution in the sum of Japanese Yen/U.S. Dollars (in words) _____ (J.Y./U.S.\$.) _____) and Mauritius Rupees (in words) _____ (Rs.) _____ that shall be the amount as specified in Clause 60 of the Conditions of Contract for due performance of mobilization under the Contract.
6. You will also be required, at the same time, to deposit with CWA the workmen's compensation and other insurance policies and to produce for inspection the receipts for premiums paid.
7. This Letter of Acceptance does not constitute an order for you to commence the work. The order to commence the work will be issued to you separately. The order to commence the work will also contain the date of possession of the Site.
8. This letter is sent to you in duplicate. Please return the original duly signed and witnessed where indicated, to this office and retain the copy.

(Contractor)

(Witness)

Address: _____

Address: _____

Date: _____

Date: _____

Yours sincerely

CENTRAL WATER AUTHORITY
St. Paul, Phoenix, Mauritius

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

The conditions of Contract has been prepared basically based on the "Conditions of Contract (International for Works of Civil Engineering Construction", (3rd Edition 1977) published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).

It is noted that all particular conditions specific to the Project are incorporated in one volume of text, in form of adding to and/or revising the FIDIC Conditions. Outlines of revisions from the FIDIC Conditions are summarized in Appendix-A to this Conditions of Contract.

DEFINITIONS AND INTERPRETATION

1. Definitions

(1) Definition

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- (a) "Employer" means the Central Water Authority, an agency of the Ministry of Energy, Water Resources and Postal Services pertaining to the State of Mauritius, hereinafter referred to as the CWA, acting as the Owner of the Project.

The Employer will establish a "Project Management Office (hereinafter referred as PMO)" at the Project Site, who is endowed by the Employer to manage all site activities in relation with the construction of the Project.

- (b) "Contractor" means the person or persons, firm or company whose eligibility has been verified in accordance with the Provisions of the Loan Agreement between the Employer and _____ and whose Tender has been accepted and signs any or all of the Contacts with the Employer for the execution of the Works covered by these Tender Documents, and includes the Contractor's personal representatives, successors and permitted assigns.

- (c) "Engineer" means _____ or any other engineer which may be appointed from time to time by the Employer, and notified in writing to the Contractor.

"PMO/Engineer" means either the PMO or the Engineer or the both as the case may be. The PMO/Engineer will carry out the supervision of construction works jointly in collaboration with each other.

- (d) "PMO/Engineer's Representative(s)" means any resident engineer(s) or assistant(s) of the PMO/Engineer, or any clerk(s) of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 2 hereof, whose authority shall be notified in writing to the Contractor by the Employer or the Engineer.

- (e) "Works" means all Plant to be provided and work to be done by the Contractor under the Contract. The Works shall include both Permanent Works, Preparatory Works and Temporary Works.
- (f) "Contract" means the Agreement between the Employer and the Contractor, respectively, for the execution of, and payment for the Works as defined in the Contract Documents.
- (g) "Contract Price" means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- (h) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Permanent Works.
- (i) "Temporary Works" means all temporary works of every kind required in or about the execution or maintenance of the Works.
- (j) "Permanent Works" means the permanent works to be executed and maintained in accordance with the Contract.
- (k) "Specifications" means the General Specifications and the Technical Specifications forming part of the contract other standard specifications referred to in the Contract, and any modification thereof or addition hereto as may from time to time be furnished or approved in writing by the PMO/Engineer.
- (l) "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the PMO/Engineer and such other drawings as may from time to time be furnished or approved in writing by the PMO/Engineer.
- (m) "Site" means the land and other places on, under, in or through which the Permanent Works or Temporary Works designed by the Engineer are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.

- (n) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.
- (o) "Day" means calendar day, however, "working day" as used herein means all calendar days excluding Sunday and all legal holidays within Mauritius. "Month" and "Year" and all dates shall be reckoned according to the Gregorian Calendar.
- (p) "Writing" means any manuscript type-written, hand-written or printed statement duly signed.
- (q) " _____ " means _____.
- (r) "Government" means the Government of Mauritius.
- (s) "Eligible Source Countries" means the countries listed in Appendix to the Instructions to Tenderers, which are defined as eligible source countries in the Loan Agreement between the _____ and the Government of Mauritius.
- (t) "Sub-Contractor" means any Nominated Sub-Contractor or any person, firm, partnership, corporation or syndicate having a direct contract with the Contractor for furnishing labour, equipment, materials, services or other requirements necessary to the Contractor's Works, and includes the Sub-Contractor's legal personal representatives, agents, servants or workmen, successors and permitted assigns.
- (u) "Other contractor" means any party or parties having a direct contract with the Employer for work outside the scope of this Contract and shall include any sub-contractor of this other contractor.
- (v) "Contractor's Representative" means the person on Site who is duly authorized by the Contractor and approved by the PMO/Engineer to take charge of matters concerning the Works on behalf of the Contractor.
- (w) "Letter of Acceptance" means the letter issued by the Employer to the successful Tenderer stating that his Tender has been accepted with adjustment, if any, and that the said Tenderer will be awarded the Contract.

- (x) "Time for Completion" or "Time for Taking Over" means the time for completion of the Works or any section or portion thereof, and shall be calculated from the date of written Order to Commence the Works.
- (y) "Permanent Equipment" means all the Plant, equipment and installations of a mechanical and/or electrical nature making up a permanent part of the Works, in accordance with the stipulations of the Tender Documents and the Contract. "Works for the Permanent Electrical and Mechanical Equipment" referred hereinafter cover both the Electrical and Mechanical Equipment furnished and installed under Lot II and the Hydromechanical Equipment furnished and installed under Lot I.
- (z) "Plant" means machinery, apparatus, materials, articles and things of all kinds to be provided under the Contract other than Constructional Plant.
- (a') "Portion of the Works" means a part of the Works or of the sections of the Works.
- (b') "Section of the Works" means the sections into which the Works are divided for the purposes described and set out in the Specifications.
- (c') "Test on Completion" means such final tests to be made by the Contractor at the end of construction and/or erection works as are provided for in the Contract or otherwise agreed between the Employer and the Contractor.
- (d') "J¥" means Japanese Yen.
- (e') "Rs." means Mauritian Rupees.
- (f) "Tender Opening Date" means the opening date of Tenders.
- (g') "Tenderer" or "Bidder" means the person or persons, firm, or company submitting a Tender for the work contemplated for any or all of the Lots and includes the Tenderer's duly authorized representatives.
- (h') "Tender" or "Bid" means the written offer or copy thereof of a Tenderer to execute and maintain the Works in accordance with the Contract, when made out and submitted on the prescribed Form of Tender, properly signed and accompanied by any required Tender Bond.

(i) "Contract Value" means that part of the Contract Price which is properly apporitional to the Plant or work in question having regard to the state, condition, and topographical location of the Plant or work, the amount of work done, and all other relevant circumstances, and disregarding any changes that may have occurred since the date of the Contract in the cost of executing the Works.

(j) "or equivalent", "or similar", or "or as approved" means substitution of the specified implements, such as materials or equipment, with ones that are substantially equivalent in function, dimension, quality and durability, provided that such substitution is proposed in writing to the PMO/Engineer, accompanied by sufficient information, such as Catalogues, Test Data, Specifications, etc., and that it is delivered sufficiently in advance so as not to interrupt the progress of the Works.

(k) "persons or parties" shall include firms and corporations.

(2) Singular and Plural

Words importing the singular only also include the plural and vice versa where the context requires.

(3) Headings or Notes

The headings and marginal notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

(4) Cost

The word "cost" shall be deemed to include overhead costs whether on or off the Site.

ENGINEER AND ENGINEER'S REPRESENTATIVE

2. Duties and Powers of Engineer and Engineer's Representative

- (1) The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract, provided that he shall always refer the matter to the Project Management Office before issuing the orders and instructions to the Contractor for ensuring the smooth execution of the project management, and provided however that the Engineer's approvals, decisions, instructions or orders which involve the following matters will be

effective when the PMO/Engineer notify the Contractor so stated therein, the same having been approved by the Employer.

- (a) Extension of time for completion.
 - (b) Variation orders causing additional cost to the Employer.
 - (c) Establishment of new rates and prices, in case no applicable rates and prices are found in the Bill of Quantities or any other Documents forming a part of the Contract.
 - (d) Issue of completion and maintenance certificates.
 - (e) Any other orders and instructions involving the modification of the Contract.
- (2) The Engineer's Representative shall be responsible to the Engineer and his duties are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order an work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works.
- (3) Any written decision, instruction or approval given by the Engineer's Representative and/or the Project Management Office to the Contractor shall bind the Contractor, provided always that:
- (a) if the Contractor shall be dissatisfied by reason of any decision of the PMO/Engineer's Representative, he shall be entitled to refer the matter to the Employer and/or the Engineer who will thereupon confirm, reverse or vary such decision;
 - (b) any failure of the PMO/Engineer's Representative to disapprove any work or materials or any Plant or workmanship shall not prejudice the power of the Employer and/or the Engineer thereafter to disapprove such work or materials or Plant or workmanship and to order the pulling down, removal, breaking up or rectification thereof in accordance with these Conditions.

ASSIGNMENT AND SUB-LETTING

3. Assignment

The Contractor shall not assign the Contract or any part thereof, or any benefit, obligation or interest therein or thereunder, otherwise than by a charge in favour of the Contractor's bankers of any monies due or to become due under this Contract or the subrogation of insurers to the Contractor's rights, without the prior written consent of the Employer and the _____.

4. Sub-letting

(1) Sub-letting

The Contractor shall not sub-let the whole of the works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the Works without the prior written consent of the PMO/Engineer, which shall not be unreasonably withheld, and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects the Contractor, his agents, servants or workmen.

(2) Termination of Sub-contract

If any Sub-Contractor engaged upon the Works either executes any work which in the opinion of the PMO/Engineer is not in accordance with the Contract or in the opinion of the PMO/Engineer, for any other reason is undesirable, the PMO/Engineer, on receipt of the Employer's consent, may by written notice require the Contractor to terminate the Sub-Contract and the Contractor shall immediately dismiss the Sub-Contractor and the latter shall forthwith leave the Site.

(3) Correspondence from Sub-contractor

All correspondence from any Sub-Contractor to the PMO/Engineer shall be submitted only through the Contractor. Correspondences by the Sub-Contractor directly sent to the PMO/Engineer will not be acknowledged.

CONTRACT DOCUMENTS

5. Languages and Law

(1) Languages and Law

The following provisions pertaining to language and law shall be in effect;

- (a) The language in which the Contract Documents shall be drawn up is the English language. The Ruling Language according to which the Construction Documents (Vol. I to IV) is to be construed and interpreted shall be the English language. Notices, instructions and any writing such as correspondence exchanged between the Contractor and the PMO/Engineer and the Employer during the Contract period shall also be in English. The Employer and the PMO/Engineer will have a right to request to the Contractor any of the notices, correspondences and other writings to be translated into the other language, if they deemed it necessary.

Drawings, instructions, manuals, catalogues, specifications and other documents which are deemed by the Employer to be essential for his taking-over and successive operation and maintenance of the Works and the Plant shall be written in or translated into English. In case of translation, the original text shall also be submitted.

- (b) The Contract shall in all respect be construed and operated as a Mauritian Contract and shall be interpreted in accordance with the Law in Mauritius including any such Laws passed or made or coming into force during the period of the Contract.
- (c) The Contractor shall familiarize himself with and be governed by all laws of Mauritius and by local statutes and regulations applicable to the Works. The Employer will compensate the Contractor for any extra costs incurred resulting from the Mauritian laws, statutes, or regulations effected after the date one (1) week before the Tender Opening Date. If new laws and regulations are enacted and effected which cause an increase in cost to the Contractor, equitable adjustment will be made by agreement between the Employer and the Contractor, and subject to approval by the _____.
- (d) The Contractor shall indemnify and save harmless the Employer against any claim or liability arising from, or based on, the violation of any national Mauritian law, ordinance, regulation, order or decree, whether by himself, his employees, his Sub-

Contractor or other persons and parties related in any manner to himself in regard to performing the Works on the Project.

- (e) The Contractor shall observe and comply with and be bound by the laws of the country of manufacturer concerning the manufacture of the Plant.

(2) Documents Mutually Explanatory

Except if and to the extent otherwise provided by the Contract, the provisions of the Conditions of Contract shall prevail over those of any other document forming part of the Contract. Subject to the foregoing, the several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the PMO/Engineer who shall thereupon issue to the Contractor instructions thereon. Provided always that if, in the opinion of the PMO/Engineer, compliance with any such instructions shall involve the Contractor in any cost, which by reason of any such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the PMO/Engineer shall certify and the Employer shall pay such additional sum as may be reasonable to cover such costs.

If there arise discrepancies of a legal order, the following order of precedence shall prevail:

1. The Contract and the applicable laws
2. The Tender Documents
3. Standards, provisions and regulations dictated by the Employer and the _____
4. Clarifications, rectifications and ratifications accepted by the Employer and the _____

(3) Specifications and Drawings

Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. In case of any difference between scaled dimensions and figures on the Drawings the figures shall prevail. Large scale Drawings shall have preference over small scale Drawings. If any discrepancies occur either in the Drawings, Tender Documents, or Specifications, the same shall be referred to the PMO/Engineer before proceeding with the work and the PMO/Engineer's decision on resolving each discrepancy shall be final.

PMO/Engineer shall have the authority to modify the Technical Specifications, to suit actual site conditions during execution. Such modifications shall be accepted by the Contractor. Rate for the modified item shall be based on equivalent items in the BOQ and shall be mutually agreed through discussions.

(4) Validation of Documents

The Contractor, when signing the Contract, expressly renounces the general conditions governing his transactions, including those indicated in the margin or on the back of letters, quotations, invoices and any other documents. Any exception to this rule shall have been incorporated in the Contract Documents.

6. Drawings

(1) Custody of Drawings

The Drawings shall remain in the sole custody of the PMO/Engineer, but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract the Contractor shall return to the PMO/Engineer all Drawings provided under the Contract, if so directed.

(2) One Copy of Drawings to be Kept on Site

One copy of the Drawings, furnished to the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the PMO/Engineer and the PMO/Engineer's Representative and by any other person authorized by the PMO/Engineer in writing.

(3) Disruption of Progress

The Contractor shall give written notice to the PMO/Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the PMO/Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

(4) Delays and Cost of Delay of Drawings

If, by reason of any failure or inability of the PMO/Engineer to issue within a time reasonable in all the circumstances any drawing or order requested by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay and/or incurs costs then the PMO/Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 44 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

(5) Contractor's Working Drawings

The Contractor shall prepare all the working drawings to be required for construction and completion of the permanent, preparatory and temporary Works so as to meet the following provisions:

- (a) The Contractor shall submit in duplicate for approval of the PMO/Engineer any working drawings prepared by him, including those for temporary works, which may be required in connection with the Contract. Any change or modification therein which the PMO/Engineer shall consider desirable shall be made and the work executed accordingly without extra cost to the Employer therefor. Six sets of fully figured copies black on white ground of such approved drawings shall be furnished to the PMO/Engineer by the Contractor at an early date after approval.
- (b) Should it be found at any time after approval has been given to any drawings submitted by the Contractor that the said drawings do not comply with the terms and conditions of the Contract or that the details do not agree with any drawings submitted previously such alterations and additions as may be deemed necessary by the PMO/Engineer shall be made therein by the Contractor and the work carried out accordingly without entailing extra payment to the Contractor therefor.
- (c) No examination by the Engineer of any documents submitted by the Contractor or of any Contractor's working drawings of the Permanent Works or any drawings of the Contractor's temporary dams, stagings, shops, sheds or any other temporary arrangements nor the approval expressed by the Engineer in regard thereto either with or without modifications shall absolve the Contractor from any liability imposed upon him by any provision of the Contract.

- (d) All working drawings supplied by the Contractor shall for convenience in filing be as far as possible of a uniform size of 841 mm by 594 mm overall. All drawings shall be numbered and dated on the bottom right hand corner.
- (c) Anything shown in the Specification and not shown in the Drawings, or vice versa, shall be of like effect as if shown in both. Dimensions shall not be scaled from the Drawings. In case of discrepancy between the Drawings and the Specification, the Specification shall prevail.

(6) Approval of Contractor's Working Drawings

It is expressly understood that approval of the Contractor's working drawings by the PMO/Engineer shall not be construed as a detailed check but will indicate only that the general method of construction and detailing is satisfactory, nor shall it be construed as permitting any departure from the Contract requirements. Approval of such working drawings will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be responsible for dimensions and detailing of adequate connections, or of mutual agreement of dimensions and details, and satisfactory construction of all the Works.

(The following sub-clauses shall be applied for the Contractor's drawings for the Permanent Equipment on the Mechanical Works.)

(7) Equipment General Drawings

The Contractor shall submit to the Engineer for approval:

- (a) within the times given in the Specifications or in the programme to be provided under Clause 14, such drawings, samples, patterns and models as may be called for therein, and in the numbers therein required;
- (b) during the progress of the Works within such reasonable times as the PMO/Engineer may require such drawings of the general arrangement and details of the Works as the PMO/Engineer may reasonably require.

Within a reasonable period after receiving such drawings, samples, patterns and models by the PMO/Engineer, the PMO/Engineer shall signify his approval or notify his comments. The Contractor shall supply additional copies of approved Drawings in accordance with the details set out in the Specifications.

If the PMO/Engineer shall not approve any drawing, sample, pattern or model so provided the same shall be forthwith modified to meet the reasonable requirements of the PMO/Engineer and shall be re-submitted. Approved Drawings shall be signed or otherwise identified by the PMO/Engineer.

(8) Foundation Drawings

The Contractor shall, within the times named in the Specifications or in accordance with the programme, provide drawings showing the manner in which the Plant is to be affixed together with all information relating to the Works, required for preparing suitable foundations, for providing suitable access for the Plant and any necessary equipment to the point on Site where the Plant is to be erected and for making all necessary connections to the Plant, whether such connections are to be made by the Contractor under the Contract or not.

(9) Errors in Drawings

Subject to sub-clause (11), any expenses resulting from an error or omission in or from delay in delivery of the drawings and information mentioned in sub-clause (8) of this Clause shall be borne by the Contractor.

(10) Operating and Maintenance Instructions

The Contractor shall furnish to the Employer, before the Works are taken over, "operating and maintenance instructions" together with Drawings, other than shop drawings, of the Works as completed, in sufficient detail to enable the Employer to maintain, dismantle, reassemble and adjust all parts of the Works as stipulated in the General Specifications. Unless otherwise agreed, the Works shall not be considered to be completed for the purpose of taking over until such instructions and Drawings have been supplied to the Employer.

(11) Mistakes in Information

The Contractor shall be responsible for any discrepancies, errors or omissions in the Drawings and information supplied by him, whether they have been approved by the PMO/Engineer or not, provided that such discrepancies, errors or omissions are not due to incorrect Drawings or inaccurate information furnished to the Contractor in writing by the Employer or the PMO/Engineer.

(12) Errors by Contractor

The Contractor shall at his own expense carry out any alterations or remedial work necessitated by reason of such discrepancies, errors or omissions for which he is responsible and modify the Drawings and information accordingly, or if the same be done by or on behalf of the Employer shall bear all costs reasonably incurred therein. The performance of his obligations under this sub-clause shall be in full satisfaction of the Contractor's liability under sub-clause (11) of this Clause and under sub-clause (9), but shall not relieve him of his liability under Clause 47 insofar as that liability arises as a result of such discrepancies, errors or omissions.

7. Further Drawings and Instructions

The PMO/Engineer shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same.

GENERAL OBLIGATIONS

8. Contractor's General Responsibilities

- (1) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- (2) The Contractor shall take full responsibility for the adequacy stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works and Preparatory Works, or for the design or specification of any Temporary Works prepared by the PMO/Engineer.

9. Contract Agreement

The Contractor shall, when called by the Employer to enter into and execute a Contract Agreement including all Contract Documents required by the Conditions of Contract, to be prepared by the Employer at his cost, in two (2) originals, one for each party, and four (4) bound copies.

10. Performance and Advance Payment Bonds

(1) Performance Bond

Within fifteen (15) days from the receipt of the Letter of Acceptance, the Contractor shall furnish a Performance Bond in an amount not less than twenty (20) per cent of the Contract Price and maintain it at the full amount until the expiration of the Period of Maintenance as defined in Clause 49 hereof or until the last of such periods if there be more than one certificate of completion having been issued pursuant to Clause 48, for the faithful execution of the Works including the maintenance thereof. The Performance Bond shall be made in the Form attached to the Tender Documents and executed with a bonding company or bank duly authorized to operate in Mauritius and accepted by the Employer. The Performance Bond shall be in the currency of Mauritian Rupees.

The Contractor shall cover two successive Bonds; the first one covering up to the date of the Certificate of Completion and the second from the said date to the expiration of the Period of Maintenance, where the amount of Bonds shall be same for the both. The second Bond shall be effected before two (2) weeks of the expiration of the first Bond. The second Bond can be referred as "Maintenance Bond" as the case may be.

(2) Advance Payment Bond

The Contractor shall furnish an Advance Payment Bond in the same amount and currency as the advance payment, the arrangement of which is set forth in Clause 60 hereof. The Advance Payment Bond shall be made in the Form attached to the Tender Documents and executed with a bonding company or bank dully authorized to operate in Mauritius and acceptable to the Employer.

(3) Cost of Bonds

The obtaining of such Bonds as provided in sub-clause (1) and (2) of this Clause and the cost of the Bonds to be so entered into shall be at the expense in all respects of the

Contractor, and shall be included in the prices bid in the Bill of Quantities for other items of work.

11. Inspection of Site

(1) Inspection of Site

The Employer shall have made available to the Contractor as general information such data on hydrological and sub-surface conditions as shall have been obtained from investigations undertaken relevant to the Works and the Tender shall be deemed to have been based on such data, but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall also be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

(2) Satisfactory Acquaintance to Site Conditions

With respect to the above provision, the Contractor shall be deemed to have also satisfied himself before tendering with:

- (a) Existing conditions, nature of existing roads and bridges and other means of access to the Site.
- (b) Presence of artificial obstructions on ground or underground or in air, boulders, released water or the like.
- (c) People's rights and interests which may be interfered with or affected by the construction, completion and maintenance of the Works.
- (d) Stability of existing slopes in the Site.
- (e) Nature of the surface and sub-surface on or in which the Permanent Works on the Preparatory Works or Temporary Works are to be executed or in the immediate vicinity of the Works and the nature and extent of surface water or water contained in the subsoil to which the Works may be affected by rainfall.

The Contractor shall be fully responsible for any his failure, negligence, error or omission in obtaining any relevant information which may in any way affect the execution of the Works.

(3) Implication in Specifications

If the Specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the Works, and the intention to include which is nevertheless to be inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall so request in writing to the Employer or PMO/Engineer who will provide such detailed information as necessary within a reasonable time.

12. Adverse Physical Conditions and Artificial Obstructions

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of Quantities, if any, which Tender rates and prices shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of the Works the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions, which conditions or obstructions could, in his opinion, not have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the PMO/Engineer's Representative and if, in the opinion of the PMO/Engineer, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, then the PMO/Engineer shall certify and the Employer shall pay the additional costs to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost

- (a) of complying with any instruction which the PMO/Engineer may issue to the Contractor in connection therewith, and
- (b) of any proper and reasonable measures approved by the PMO/Engineer which the Contractor may take in the absence of specific instructions from the PMO/Engineer,

as a result of such conditions or obstructions being encountered. Valuation of the costs shall be made in accordance with principle given in Clause 52 hereof.

13. Work to be to the Satisfaction of PMO/Engineer

(1) Works to Satisfaction of PMO/Engineer

Save insofar as it is legally or physically impossible, the Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the PMO/Engineer and shall comply with and adhere strictly to the PMO/Engineer's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions and directions only from the PMO/Engineer or, subject to the limitations referred to in Clause 2 hereof, from the PMO/Engineer's Representative.

(2) Submission of Work Methods

The PMO/Engineer's Representative shall be provided by the Contractor with adequate details of the methods proposed by him for executing each Section of the Works with a sufficient period in advance of the time at which he proposes to commence such operations for them to be adequately examined. In case of complicated Temporary Works, this period will not be less than four (4) weeks. The Contractor shall also supply detailed drawings and calculations of stability of such Temporary Works or methods of carrying out Permanent Works as the PMO/Engineer or his Representative either before or after commencement of such Works may direct. All such details, drawings and calculations shall be supplied at the Contractor's expense.

(3) Works According to PMO/Engineer's Instructions

The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the PMO/Engineer in accordance with these Conditions, provided always that:

- (a) If the Contractor shall, without undue delay after being given any decision, instruction or order otherwise than in writing, require it to be confirmed in writing, such decision, instruction or order shall not be effective until written confirmation thereof has been received by the Contractor, and
- (b) If the Contractor shall, by written notice to the PMO/Engineer within twenty one (21) days after receiving any decision, instruction or order of the PMO/Engineer in writing or written confirmation thereof, dispute or question the decision, instruction or order, giving his reasons for so doing, the matter shall be referred to the PMO/Engineer who