

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 (2)

TENDER DOCUMENTS

FOR

LOT III : RAW WATER TRANSMISSION PIPELINE AND
TREATMENT FACILITIES

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

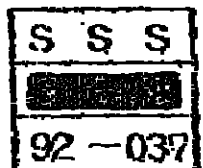
MARCH 1992

JAPAN INTERNATIONAL COOPERATION AGENCY

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

FINAL REPORT (2)

TENDER DOCUMENTS
FOR LOT III VOLUME I

MARCH 1992

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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 (2)

TENDER DOCUMENTS

FOR

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TREATMENT FACILITIES**

VOLUME I

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MARCH 1992

JAPAN INTERNATIONAL COOPERATION AGENCY



1172442(4)

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

Our ref.: _____

To : _____

(Name of Tender)

(Address of Tenderer)

Re : Invitation to Tender
The Port Louis Water Supply Project
Lot III : Construction of Water Supply Facilities (Raw Water Transmission Pipeline
and Treatment Facilities)

Dear Sir,

In response to your application of the Tender Documents for Lot III 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 III, 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 III.

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
- (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 III : CONSTRUCTION OF WATER SUPPLY FACILITIES
(RAW WATER TRANSMISSION PIPELINE AND
TREATMENT FACILITIES)**

VOLUME I

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INSTRUCTION TO TENDERERS

THE PORT LOUIS WATERSUPPLY PROJECT
LOT-III : CONSTRUCTION OF WATER SUPPLY FACILITIES
(RAW WATER TRANSMISSION PIPELINE
AND TREATMENT FACILITIES)

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 raw water transmission pipeline and treatment facilities of the Port Louis Water Supply Project, from experienced and reputable firms or persons in the member countries and state participants in the African Development Bank.

The construction works of the Project will be completed dividing the contract in the following three (3) lots, of which Lot III 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 : Raw water transmission pipeline and treatment facilities

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 African Development Bank hereinafter referred to as the ADB.

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 ADB will be made only at the request of the Employer and upon approval by the ADB 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 member countries and state participants" which are indicated on the APPENDIX TO INSTRUCTIONS TO TENDERS)

Lot III 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 in U.S. Dollars, in accordance with the Bill of Quantities including reimbursement for escalation for the portion of Mauritian Rupees. All work performed under this Contract shall be in conformity and accordance with and subject to the Tender Documents as defined hereunder.

Lot III will be financed most probably by ADB, payment to any contractor cannot be made in Japanese Yen but in US dollars.

IT.2 Delivery of Tender Documents

- (1) This tendering for Lot III 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 legalised.

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 data 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 III consist of the following:

- (1) Volume I
 - Instructions to Tenderers
 - Form of Tender Bond
 - Form of Performance Bond
 - Form of Advance Payment Bond

VOL I INSTRUCTION TO
TENDERERS

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- Letter of Acceptance of Tender
- Conditions of Contract

- (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 authorisation is prohibited.

IT.7 Eligibility of Tenderers and Limited Expenditure

The Tenderers shall be nationals of the territories of member countries and state participant of the ADB (see Appendix to Instructions to Tenderers). Payments from the proceeds of the Loan will be limited to goods produced in and services supplied from the said countries and state participants. The Employer is required to submit to the ADB 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 ADB.

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 ADB 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 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 and Legislation, 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, Contractor's Equipment 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 III 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 in U.S. Dollars. The Tenderer 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
 - 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	Field Personnel
Schedule 5	List of Sub-contractor(s)
Schedule 6	Daywork
Schedule 7	Breakdown of Prices
Schedule 8	Construction Time Schedule
Schedule 9	Drawing and Documents Submitted with Tender
Schedule 10	Information on Qualification for Supply of Pipes and Equipment

(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 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 Tender. 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-member countries and state participants, except as allowed in the Tender Documents.

IT.18

This clause is not applicable.

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 Schedule 10 and 4 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 III, RAW WATER TRANSMISSION PIPELINE AND TREATMENT FACILITIES 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 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 U.S. Dollar quoted by Bank of Mauritius, for conversion from 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 ADB 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 legalised.
- (4) Power of attorney to prove the legal acceptance of the signature on the Contract, duly registered and legalised 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 ADB 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 authorised 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

All goods produced and services supplied under the Contract are restricted to those from the territories of member countries and state participants viz,

Algeria	Egypt	Madagascar	Sierra Leone
Angola	Equ. Guinea	Malawi	Somalia
Benin	Ethiopia	Mali	Sudan
Botswana	Gabon	Mauritania	Swaziland
Burkina Fasso	Gambia	Mauritius	Tanzania
Burundi	Ghana	Morocco	Togo
Cameroon	Guinea	Mozambique	Tunisia
Cape Verde	Guinea-Bissau	Niger	Uganda
Central Afr. Rep	Ivory Coast	Nigeria	Zaire
Chad	Kenya	Rwanda	Zambia
Comoros	Lesotho	Sao Tome & Principe	Zimbabwe
Congo	Liberia	Senegal	
Djibouti	Libya	Seychelles	
Argentina	Korea (south)		
Austria	Kuwait		
Belgium	Netherlands		
Brazil	Norway		
Canada	Portugal		
China	Saudi Arabia		
Denmark	Spain		
Finland	Sweden		
France	Switzerland		
Germany (RFA)	United Arab Emirates (ADF Proj. Only)		
India	United Kingdom		
Italy	United state of America		
Japan	Yugoslavia		

.....ICATES FOR SOURCE AND ORIGINE FOR
EQUIPMENT, MATERIALS AND SERVICES

(In case a joint venture or consortium is formed, all member firms shall duly fill in this form and submit it with the Tender)

I (we) hereby certify :

That goods to be supplied are produced in(eligible country)
and the service is provided by persons located in and nationals of
(eligible country).

3

FOR AND ON BEHALF OF
(Tenderer's Name)

.....
(Place and Date)

.....
(The Representative)

.....

.....
(Position)

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 III (Raw Water Transmission Pipeline and Treatment 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 notarised 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)

organised 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 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 III (Raw Water
Transmission Pipeline and Treatment Facilities) 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 _____ 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 notarised 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 U.S. Dollars (in words) _____

(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 III (Raw Water Transmission Pipeline and Treatment 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 Taking-Over Certificate, 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:

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: _____

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 notarised 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 called "the Employer") OF THE ONE PART and _____

_____ whose registered head office is _____ (hereinafter called "the Contractor" which expression shall be deemed to include his successors of permitted assigns) OF THE OTHER PART for Lot III (Raw Water Transmission Pipeline and Treatment Facilities) 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 Agreement 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 Conditions of Contract.
 - (f) The Addenda and Contractor's Acknowledgements of their receipt.
 - (g) The Specifications (General and Technical).
 - (h) The Form of Tender of the Contractor Including the Appendix thereto.
 - (i) The Bill of Quantities and the Preamble thereto.
 - (j) The Schedules of Particulars.
 - (k) The Drawings.
 - (l) The Appendices.
 - (m) The Letter of Acceptance

- (n) The Correspondences and/or the Minutes of Meeting.
 - (o) 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 everything 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 twenty-four (24) 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 U.S. Dollars _____ (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 the African Development Bank (hereinafter called the "ADB") and the date from which this Contract is to be in force is the date of verification, entered hereunder, by the ADB :

_____ 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 Agreement 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: _____

