



**FCC**

FINANCIAL CRIMES  
COMMISSION  
MAURITIUS

**Procurement Reference No. 12 of 2024**

**BIDDING DOCUMENT**


**INVITATION TO BID**


**PROJECT**


**WATERPROOFING WORKS AT FCC HEADQUARTERS**


**SITE VISIT (COMPULSORY): Tuesday 14 May 2024 at 10.30 hours.**

**LAST DATE FOR SUBMISSION OF TENDER: Tuesday 21 May 2024 by 14.00 hours**

 FCC Headquarters,  
Réduit Triangle, Moka

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 [procurement@fcc.mu](mailto:procurement@fcc.mu)

 [www.fcc.mu](http://www.fcc.mu)

## TABLE OF CONTENT

	Page
1. Section I - Invitation to Bid.....	3
2. Section II - Instructions to Bidders.....	4
3. Section III - Scope of works.....	13
4. Section IV - Specifications for waterproofing system .....	15
5. Section V - Compliance and Specifications (Technical Sheet).....	19
6. Section VI - Bid Submission Form for Technical Proposal.....	20
7. Section VII - Financial Bid Form/ Price Activity Schedule.....	21
8. Section VIII - Bid Submission Form for Financial Proposal.....	22
9. Section IX - General Conditions of Contract.....	26
10. Section X - Guarantee .....	33
11. Section XI - Current Standing Form .....	34
13. Section XII - Bid Check List.....	35
14. Section XIII - Roof Plan.....	36

### ACRONYM

1. FCC – Financial Crimes Commission
2. IFB – Request For Quotation
3. ITB – Instructions To Bidders



# FCC

FINANCIAL CRIMES  
COMMISSION  
MAURITIUS

## SECTION I

Dear Sir / Madam

03 May 2024

### Invitation To Bid

#### **Procurement Reference No. 12 of 2024**

#### **Waterproofing works at FCC**

The Financial Crimes Commission (FCC) invites sealed bids from qualified bidders to carry out **waterproofing works** at the FCC Headquarters, Réduit Triangle, Moka.

Bidding documents will be available as from **Monday 06 May 2024** by free download from FCC website ( [www.fcc.mu](http://www.fcc.mu) ) and at the FCC Headquarters, Réduit Triangle, Moka.

Bids in sealed envelopes shall be deposited in the Tender Box situate at the Ground Floor, FCC Headquarters, Réduit Triangle, Moka, on or before **Tuesday 21 May 2024 by 14.00 hours**, at latest.

The envelope shall clearly mark with:

- (i) Bidding documents for procurement reference No. 12 of 2024; and
- (ii) The name and address of the bidder on the outside of the envelope.

Yours faithfully

**D. Ramjeeawon**  
**For Acting Director,**  
**Corporate Services Division**



**SECTION II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1. Introduction**

The FCC invites eligible local contractors to submit their technical and financial proposals for the works described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in this document.

The works are **to carry out waterproofing of the roof and parapet wall of FCC building**. All associated works shall meet all the relevant national and international standards.

Bidders are advised to peruse the bidding documents carefully to avoid rejection of their bids for non-compliance with the necessary instructions and with terms and conditions.

**2. Eligible bidders**

Bidders shall be **specialist** waterproofing contractors registered with **CIDB**.

Bidders shall not be eligible if their participation in this procurement exercise in the Republic of Mauritius is prohibited under the laws of Mauritius.

**3. Qualification and Experience**

Bidders shall be **qualified and have experience** in **waterproofing works**.

Bidders shall have completed at **least one waterproofing projects** of similar nature **undertaken as Contractor over the last five (5) years, evidence of same** shall be submitted along with the bids.

**4. Content of bid**

The Bid shall comprise the following:

- (a) Copy of Certificate of Incorporation
- (b) Copy of Certificate of Business Registration Number
- (c) Copy of CIDB certificate
- (d) Signed Current Standing Form
- (e) Duly filled and signed Compliance and Specifications Sheet
- (f) Duly filled and signed Bid Submission Form for Technical proposal

- (g) Duly filled and signed Price Activity Schedule.
- (h) Duly signed Securing Declaration.
- (i) List of projects for works involving waterproofing works as Contractor over the last five (5) years highlighting at least one (1) project of similar nature in terms of scope and value.
- (j) Company profile
- (k) Detailed Methodology
- (l) Work plan for the waterproofing works from start to completion.
- (m) Experience in similar work.
- (n) Guarantee Period.
- (o) Template Warranty certificate.
- (p) Product data sheets.
- (q) Customers' reference

#### **5. Period of Validity of bids**

Bids shall remain valid for a period of *one hundred and twenty (120) days* after the deadline for the bids. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, the FCC may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their bids.

#### **6. Works completion period**

The completion period to carry out waterproofing works of the roof and parapet wall shall be within **eight (8) weeks** from the date of instruction to start of work for the contract.

Waterproofing work on the roof of the lecture theatre shall be completed within a period of **three (3) weeks** from the date of commencement of works.

**7. Site Visit**

Bidders or their designated representatives are invited to attend a site visit on **Tuesday 14 May 2024** at the FCC.

The purpose of the site visit shall be to take measurement of the site, take cognizance of the works to be carried out, clarify issues and to answer questions on any matter that may be raised at that stage.

**8. Sealing and marking of bids.**

Bids shall be in sealed in a single envelope clearly marked with

(i) **Bidding documents for Procurement Reference No. 12 of 2024, and**

(ii) **Name and address of the bidder**

**on the outside of the envelope and addressed to:**

**The Acting Director**

**Corporate Services Division,**

**Financial Crimes Commission (FCC) Headquarters,**

**Réduit Triangle, Moka.**

**9. Submission of Bids**

Bids shall be deposited in the Tender Box located at the ground floor, Financial Crimes Commission (FCC) Headquarters, Réduit Triangle, Moka, **on or before Tuesday 21 May 2024 by 14.00 hours at latest.**

Late bids will be rejected.

Bids received by email shall not be considered.

**10. Bid Opening**

Bids shall be opened at Financial Crimes Commission (FCC) Headquarters, Réduit Triangle, Moka, on **Tuesday 21 May 2024 at 14.00 hours.**

**11. Clarifications**

Clarifications, if any, should be addressed to the Acting Director, Corporate Services Division, Financial Crimes Commission (FCC) Headquarters, Réduit Triangle, Moka.

The FCC shall respond in writing to any request for clarification, provided that such request is received ten (10) days prior to the deadline for submission of bids.

The FCC shall respond to such request at least seven (7) days prior to the deadline set for submission of bids.

**12. Evaluation of Bids**

The FCC shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared based on evaluated cost to determine the lowest evaluated bid.

**13. Bid Securing Declaration**

Bidders are required to subscribe to a Bid Securing Declaration in the Bid Submission Form.

**14. Margin of Preference**

Margin of Preference shall not apply.

**15. Modification, Substitution and Withdrawal of Bids:**

The bidder may modify, substitute, or withdraw its bid after submission, provided that the bidder notifies the FCC in writing of the modification, substitution, and withdrawal prior to the deadline for submission. No bid shall be modified, substituted, or withdrawn after the deadline for submission of bids.



**16. Nonconformities, Errors, and Omissions**

If a bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the FCC and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

Provided that a bid is substantially responsive, the FCC may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request shall result in the rejection of his bid.

**17. Determination of responsiveness of bids**

All bids must be checked for substantial responsiveness to the commercial terms and conditions of the bidding documents. Examples of nonconformance to commercial terms and conditions, which are justifiable grounds for rejection of a bid, are:

- (a) failure to sign the Bid Form and Price Schedules by the authorized signatory or signatories.
- (b) failure of bidder to satisfy eligibility requirements, (i.e., bidder is not from an eligible source country or has been debarred or disqualified by the Procurement Policy Office for award of any public contract).
- (c) failure to submit an original bid.
- (d) failure to submit an original bid security as specified in the bidding documents (i.e the bid security is valid for a shorter period or lower amount);

- (e) failure to satisfy the bid validity period (i.e., the bid validity period is shorter than specified in the bidding documents).
- (f) inability to meet the critical delivery schedule or work schedule clearly specified in the bidding documents, where such schedule is a crucial condition with which bidders must comply.
- (g) failure by manufacturer or supplier, or both, to comply with minimum experience criteria as specified in the bidding documents.
- (h) bid prices in Mauritian Rupees based on specified exchange rate(s) shall be considered as Fixed Prices. Such prices shall be adjusted upwards or downwards only for fluctuations in exchange rate(s), if these provisions are incorporated in the bidding documents.
- (i) inability to accept the price adjustment formulae of the bidding documents.
- (j) failure to submit major supporting documents required by the bidding documents to determine substantial responsiveness of a bid.

All bids must be checked for substantial responsiveness to the technical requirements of the bidding documents. Examples of nonconformance to technical requirements, which are justifiable grounds for rejection of a bid, are as follows:

- (a) failure to bid for the required scope of work.
- (b) failure to quote for a major item in the package.

- (c) failure to meet major technical requirements (e.g., offering completely different types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended, etc);
- (d) failure to submit type-test reports for critical equipment, where applicable and if specified in the bidding documents.

**18. Conduct of bidders and Suppliers**

A supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducement, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.

A supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process or affect the execution of a contract.

A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, established bid prices at artificial non-competitive levels or otherwise deprive the FCC of the benefit of free and open competition.

The FCC shall reject a bid if the bidder offers, gives, or agrees to give an inducement and promptly notify the rejection to the bidder concerned.

- (a) Subject to paragraph (b), a supplier who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such a supplier, shall not participate in such bidding.

- (b) Paragraph (a) shall not apply to the several bodies (consultants, contractors, or suppliers) that together may be performing the supplier's obligations under a turnkey or design-build contract.

**19. Prices and Currency of Payment**

Bidders shall quote for the whole works. Prices for the execution of works shall be quoted and fixed in Mauritian Rupees. Items for no rate or price is entered by the Bidder, shall not be paid for by the FCC when executed and shall be deemed covered by the rates and prices quoted.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted. Bidders are required to submit their prices inclusive of VAT.

**20. Award of contract**

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the works shall be selected for award of contract. The award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in General Conditions of Contract.

**22. Notification of Award**

Prior to the expiration of the period of bid's validity, the FCC shall notify the selected bidder of the proposed award and accordingly notify the unsuccessful bidders.

**23. Debriefing**

The FCC shall promptly respond to the requests for debriefing made by unsuccessful bidders within 30 days from the date of notification of award.

**24. Rights of the FCC**

The FCC reserves the right to accept or reject any bid, to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder(s).

## SECTION III

### SCOPE OF WORKS FOR WATERPROOFING WORKS AT FCC.

#### 1. SCOPE OF WORKS

- (i) The FCC intends to hire the services of an eligible and qualified contractor for waterproofing works at its premises, FCC, Headquarters, Réduit Triangle, Moka.
- (ii) The Contractor is required to carry out waterproofing works in view of replacing the existing damaged and deteriorated waterproofing membranes on the Roof area including the treatment of the parapet wall of the FCC Building.
- (iii) Prior to commencement of any waterproofing application or works, the Contractor shall submit relevant method statements on the waterproofing.
- (iv) There shall be a wet weather program and contingent protection works over the treated waterproofing membranes in case of rain while in the process of the application of membrane.
- (v) Adjacent walls shall be included in waterproofing works.
- (vi) Waterproofing shall be allowed to cure and bond properly on each layer. A minimum of 24 hours shall be allowed to cure. Should the weather turn wet, if the waterproofing has been applied but not cured, the work may have to be removed for re- work.
- (vii) The worksite shall always be kept neat and tidy. All debris is to be cleared and transported off –site to ensure no materials are left on the roof.
- (viii) All waterproofing systems proposed shall be tested for suitability upon completion of works.

- (ix) Upon the completion of the waterproofing works, the Contractor need to carry out a thorough washing of the surrounding area of works to remove all dirt from the roof.
- (x) The Contractor shall provide adequate measures to protect the completed waterproofing system from being damaged during the application of subsequent activities.
- (xi) During the entire installation process the surfaces should be re –examined immediately prior to installation. This is particularly important where work is stopped and resumed after a period of time.
- (xii) The Contractor shall take into consideration the existing services on the roof and ensure proper protection of same while execution of the waterproofing works.

## **2.0 Measurement**

The Contractor shall take all necessary measurement during the site visit. The FCC shall not consider any claim for extra cost due to lack of information.

## **3.0 Work Methodology**

The bidder shall include a detailed work methodology in his bid.

## **4.0 Work Plan**

The bidder shall clearly indicate in his offer the period for the execution of the waterproofing works. The Bidder shall provide a plan of work for the timely execution of the contract. This plan of Work shall be adhered to during the execution of the contract.

## SECTION IV

### SPECIFICATIONS OF THE WATERPROOFING SYSTEM

The waterproofing works must be carried out by specialist waterproofing contractors registered with the CIDB.

#### 1.0 (A) The roof Waterproofing System

The waterproofing system shall meet the following performance specifications:

**Either** (a) a SBS elastomeric bitumen system in double layers, torched bonded and of total minimum thickness of 4.2 mm with a granular finish, as described below:

- The first layer should be a SBS (Styrene – Butadiene – Styrene) elastomeric bitumen system reinforced with non-woven glass fibre Md(50 gm<sup>2</sup>) torched applied with a minimum thickness of 1.7 mm.
- The second layer should be a SBS (Styrene – Butadiene – Styrene) elastomeric bitumen system reinforced with non-woven glass fibre matt having a minimum thickness of 2.5 mm. This layer should have a highly reflective white slate flakes finish to help the cooling down of the surface temperature of the roofing system by reflection and applied by torch.

**Or** (b) a PVC system of minimum thickness of 1.2mm, mechanically fastened and welded at joints.

OR

(c) Any other alternative system, provided it is duly supported with all technical specifications and backup information and literature to allow a proper assessment of the treatment proposed.

#### (B) Waterproofing system for parapet wall

The water treatment system for wall shall be cold applied polyurethane liquid applied in two coats.



## **2.0 Performance Specifications of the Waterproofing System**

- 2.1 The system shall be capable of accepting minor structural movements without damage.
- 2.2 The system shall be such as to prevent the growth of plants on it. It shall be root resistant.
- 2.3 The system shall not be adversely affected by water ponding and shall be rot resistant.
- 2.4 The system shall be fire resistant for up to 3 hours.
- 2.5 The system shall resist cyclonic winds of 280 Km per hour. This shall be confirmed in writing by the Manufacturer, Socotec, Bureau Veritas or a Registered Professional Engineer.
- 2.6 The system shall be, unless specified otherwise, resistant to foot traffic and light concentrated loads associated with installation and maintenance operations.
- 2.7 The system shall comply to European, American or South African Standards.
- 2.8 The system and its installations shall conform strictly to the Manufacturer's specifications.
- 2.9 The system to be UV stable.

## **3.0 Preparation of surface to receive the Waterproofing treatment.**

- 3.1 The Waterproofing Contractor shall remove the existing waterproofing membranes with due care in order not to damage the existing roof screed and properly clean the substrate of any residual treatment.
- 3.2 The Waterproofing Contractor shall ensure that the slope of the substrate is adequate to prevent water ponding and is according to Manufacturer's Specifications.
- 3.3 The surface of the substrate shall be reasonably smooth and free from holes and projections which might puncture or otherwise damage the waterproofing system to be applied.
- 3.4 The surface of the substrate shall also be dry and shall be thoroughly cleaned of dust and loose materials prior to the laying of the waterproofing system.

- 3.5 After being satisfied with the above conditions, the waterproofing Contractor shall then issue a certificate stating that the substrate, which is to receive the new waterproofing system, is according to Manufacturer's Specifications.

#### **4.0 Application of the Waterproofing System**

The waterproofing system shall be applied by experienced and skilled labour.

The waterproofing Contractor shall be required to provide proof of the experience and skill of its proposed labour on the works.

#### **5.0 Inspection of Waterproofing System**

- 5.1 The waterproofing treatment shall be carried out to the satisfaction of an Architect to be appointed by FCC. (herein after referred as "Architect")

- 5.2 The Contractor shall ensure that the waterproofing system is free from wrinkles, buckles, blisters (trapped air) and other damage. Any damage or defects to the waterproofing system shall be corrected at the Contractor's cost, and to the Architect's approval.

- 5.3 The contractor shall carry out a water test on the finished work and seek the Architect's approval for the same. The test shall consist in filling the whole treated area with water (after plugging the rainwater pipes outlets) and retaining the water on the treated surface for 24 hours, or as directed by the Architect. Any leak/defect found shall be repaired at the Contractor's cost and another water test carried out to confirm the same, the whole to the Architect's satisfaction.

- 5.4 The contractor shall clean adjacent surfaces of spillage and spattering of any adhesive materials used in the works.

#### **6.0 Water Test**

- 6.1 The contractor shall allow in his rates for a water test to be carried out after laying the screed to fall, to confirm the absence of any water-ponding. The Test shall be verified and approved by the Architect.

## **7.0 Guarantee Certificate**

- 7.1 On satisfactory completion of the waterproofing works, the Contractor shall submit a certificate of guarantee against leakage, defective materials and defective installation of the completed waterproofing system. Any such defects or leakage occurring during the guarantee period shall be promptly and completely corrected, including all affected work, at no additional cost to the Employer.
- 7.2 The said guarantee shall be effective for a period of ten (10) years from the date of the practical completion certificate. The guarantee shall be signed by the Contractor and countersigned by the Manufacturer's representative and shall be submitted to the Employer.

## SECTION V

### Compliance and Specifications (Technical sheet to be filled by Bidder)

[Bidders shall complete columns C and D with the specifications and performance of the works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specification required. You are required to attach detailed technical literature if required. You are required to authorise the specifications offered in the signature block below]

Item No.	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non – Compliance / Deviation to specifications required ( if applicable)
A	B	C	D
1	Waterproofing works at FCC		
	Proposed Make, Model & Country of Origin		
	<b>Item</b>	<b>Make</b>	<b>Model &amp; Country of origin</b>
	Waterproofing treatment for complete roof of building		
	Waterproofing treatment for internal and top face of parapet walls		
		To provide details in technical datasheet/catalogues	
	Bidder shall submit the catalogues and Technical datasheet together with the detail of the proposed system.		

<b>Name</b>		<b>Signature</b>	
<b>Position</b>		<b>Date</b>	
<b>Name of Company</b>		<b>Telephone/ Fax/E-mail</b>	
<b>Address</b>		<b>Company Seal</b>	

**SECTION VI**

**BID SUBMISSION FORM FOR TECHNICAL PROPOSAL**

1. Having examined the bidding documents, including Addendum, the receipt of which is hereby acknowledged, I am / we are submitting our **technical proposal for the waterproofing works at FCC**, as described above in response to the Invitation To Bid.
2. I am/ we are also enclosing full details of the project as well as a programme of proposed works. I/we propose to execute to suit your requirements.
3. The waterproofing works at FCC shall be completed **within eight (8) weeks** from the date of the instruction to start the work **with priority to the roof over the Lecture Theatre that shall be completed within three (3) weeks** of date of start of works.
4. I/ We confirm that I am/ we are eligible to participate in this bidding exercise and meet the eligibility criteria specified on Instructions To Bidders.
5. This bid shall remain valid for a **period of 120 days** as from the deadline set for the submission of bids.

Name of Bidder: \_\_\_\_\_

Signature of Bidder:.....

Position in company (if applicable):.....

Telephone No:.....

Mobile Phone No:.....

E-mail address -----

Date: \_\_\_\_\_

## SECTION VII

### PRICE ACTIVITY SCHEDULE

Item No.	Description	Unit	Indicative quantity	Quantity measured by bidder	as by	Total Price (Excluding VAT) MUR
1	Waterproofing treatment to complete roof of the building <ul style="list-style-type: none"> <li>• main roof</li> <li>• staircase block roof of building</li> </ul>	m <sup>2</sup>	1145 626			
	Waterproofing treatment to internal and top face of all parapet walls	m	146.3			
2	15% VAT					
3	Total amount quoted in figures (incl. VAT)					
4			Total amount quoted in words: .....  .....			

<b>Name</b>		<b>Signature</b>	
<b>Position</b>		<b>Date</b>	
<b>Name of Company</b>		<b>Telephone/ Fax/E-mail</b>	
<b>Address</b>		<b>Company Seal</b>	

## SECTION VIII

### BID SUBMISSION FORM FOR FINANCIAL PROPOSAL

1. Having examined the bidding documents, including Addendum, the receipt of which is hereby acknowledged, I am /We are submitting our **Financial proposal for waterproofing works at FCC**, as described above in response to the Request For Quotation.
2. I / we undertake to execute the contract **for waterproofing works at FCC**, for the total price of ....., inclusive of VAT.
3. We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section II: Instructions to Bidders.
4. Our Bid shall be valid for a period of **90 days** from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We understand that this Bid, together with the Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We confirm that our prices quoted in the *Financial Bid Form* are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the Bid validity.
7. We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the Bidding process and contract execution:
  - (i) We shall not, directly or through any person or firm, offer, promise or give to any of the FCC's employees involved in the Bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled

to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the contract.

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

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

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

8. We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions mentioned therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
9. If our Bid is accepted, we will provide the specified performance security and Guarantee period.
10. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid you may receive; and
11. If the contract is awarded, the person named below shall act as representative.

**Name:**.....

**In capacity of:**.....

**Signed:** .....

**Duly Authorised to sign the Bid for and on behalf of:** .....



**Name of Directors/Shareholders of the Company:**

.....  
.....  
.....  
.....

**Date:**.....

**Seal of Company:**



## APPENDIX TO BID SUBMISSION FORM

### BID SECURING DECLARATION

By subscribing to the undertakings of the Bid Submission Form:

I/We\* accept that I/we\* may be disqualified from Bidding for any contract with **FCC** for the period of time that may be determined by the **FCC**, if I am/we are\* in breach of any obligation under the Bid conditions, because I/we\*:

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

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

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

<b>Name</b>		<b>Signature</b>	
<b>Position</b>		<b>Date</b>	
<b>Name of Company</b>		<b>Telephone/ Fax/E-mail</b>	
<b>Address</b>		<b>Company Seal</b>	

## SECTION IX

### GENERAL CONDITIONS OF CONTRACT

#### 1. Contract Agreement

The documents forming the Contract shall be interpreted in the following:

- (i) The Agreement.
- (ii) Letter of Acceptance
- (iii) Contractor's Bid
- (iv) General Conditions of Contract
- (v) Specifications

#### 2. The Works to be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

#### 3. Identifying Defects

The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

#### 4. Correction of Defects

The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

**5. Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

**6. Variations**

All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

**7. Performance Security**

The successful bidder shall furnish a Performance Security to the FCC within twenty-eight (28) days of the receipt of the Letter of Acceptance from the FCC and shall be issued in an amount representing 10% of the contract price by a local bank.

The successful bidder shall ensure that the Performance Security remains valid throughout the duration of the contract, and it shall expire twenty-eight (28) days after the completion date of the contract.

## **8. Liquidated damages for non-Performance**

The Contractor shall be liable to pay liquidated damages, **at the rate of Rs 10000 per calendar day**, to the FCC for non-performance. The FCC may deduct the liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

## **9. Defects Liability Period**

The Defects Liability Period is **twenty-four (24) months**.

Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.

## **10. Confidentiality**

The Contractor shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any propriety or confidential information relating to this Contract or the Client's business or operations without the prior written consent of the Client.

## **11. Payments**

Payments shall be adjusted for deductions for advance payments and retention money. The FCC shall pay the Contractor the amount certified by the Project Manager after completion of the project.

## **12. Retention money**

The FCC shall withhold **5%** of the contract amount as retention money which shall be released **after six (6) months** from date of completion of the project.

### **13. Advance Payment**

The FCC shall provide an Advance Payment on the Contract Price. The Advance Payment shall be limited to **10%** of the Contract Price. The Advance Payment shall be guaranteed by an Unconditional Bank Guarantee in a form acceptable to the FCC. The Guarantee shall remain effective until the advance payment has been repaid, Interest shall not be charged on the advance payment.

The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

The advance payment shall be repaid by deducting proportionate amounts from payments to the Contractor, following completion of the project.

### **14. Termination**

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager.
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days.
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (d) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager.
- (e) the Contractor does not maintain a Security, which is required.

- (f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid; or
- (g) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 33.1.

Notwithstanding the above, the FCC may terminate the contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

### **15. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

If the Contract is terminated for the FCC's convenience or because of a fundamental breach of Contract by the FCC, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate

If the Contract is terminated the Contractor shall not be entitled to recover anticipated profits on the completion of the contract.

## 16. Fraud / Corruption and Integrity Clause

If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 4.

For the purposes of this Sub-Clause:

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



- (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 15.2.

The Contractor shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution:

Transgression of the above is a serious offence and appropriate actions will be taken against such contractors.

## **16. Dispute Settlement**

Any dispute arising out of or in connection with the present Contract shall be amicably settled between the parties.

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for arbitration under the applicable law.

**SECTION X**

**GUARANTEE**

I / We guarantee that the waterproofing works at FCC shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications and shall be operate properly.

This guarantee shall be for ..... **(At least ten (10) years) after Successful completion of the waterproofing works.**

**Name:**.....

**Signature:**.....

**In capacity of: Director of the company**

**Date:**.....

**Seal of Company**

**SECTION XI**

**CURRENT STANDING FORM**

I confirm that the company is eligible to participate in this Bidding exercise and meets the eligibility criteria at paragraph 2.0 of Instructions to Bidders at **Section II** of this bidding documents and that the company:

- (a) Was duly incorporated under the provisions of the Companies Act 2001.
- (b) The name of the company is still on the Register of Companies.
- (c) has paid all fees due and payable.
- (d) is not in receivership.
- (e) is not bankrupt.
- (f) is not in administration,
- (g) is not in the process of being wound up and dissolved.
- (h) The office of the Registrar has not initiated any proceedings to remove the company from the Registrar.

**Name:**.....

**Signature:**.....

**In capacity of: Director of the company**

**Date:**.....

**Seal of Company**

## SECTION XII

### BID CHECK LIST

Check list for submission of bids

(To be filled by bidder)

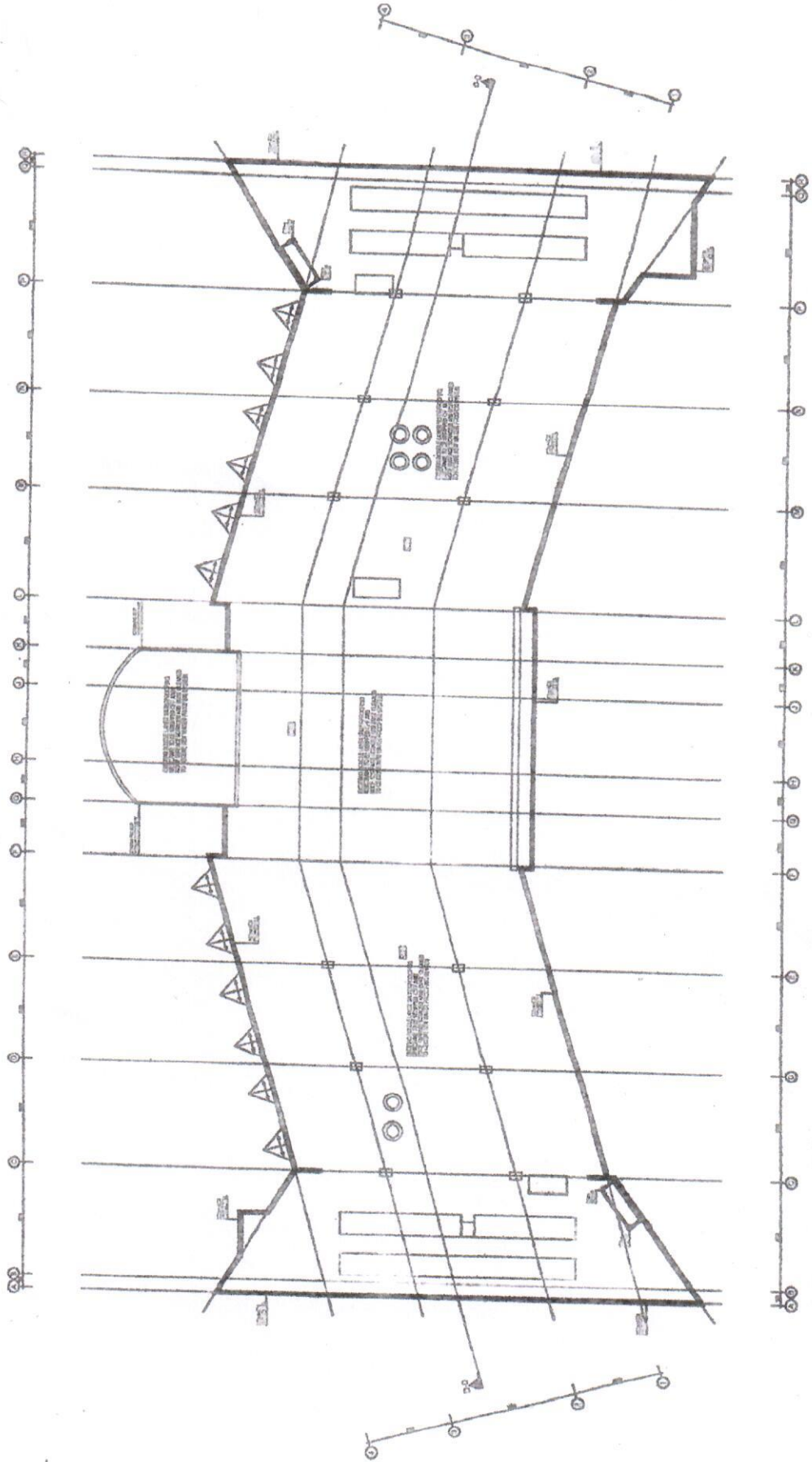
	<i>(please tick if submitted and cross if not)</i>
(a) Certificate of Incorporation	
(b) Certificate of Business Registration Number	
(c) Copy of CIDB certificate	
(d) Current standing form	
(e) Compliance and Specifications Sheet ( Technical documents)	
(f) Bid Submission Form for technical proposal.	
(g) Price Activity Schedule	
(h) Bid Submission Form for Financial proposal.	
(i) Guarantee Period	
(j) Bid Security declaration	
(k) Experience of work of similar nature	
(l) List of at least 1 project	
(m) Detailed methodology	
(n) Company Profile	
(o) Work plan	
(p) Customers' reference details	
(q) Template warranty certificate	
(r) Product data sheets	

**Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be grounds for the Bidder to justify its non-submission of the above-listed documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

**SECTION XIII**

**ROOF PLAN – see Annex**

ANNEX



PROJEC TION OF THE ROOF PLAN  
FOR THE HEADQUARTERS BUILDING  
NUMBER OF FLOORS: 10  
DATE: 1973

ICAC HEADQUARTERS AT REDUIT  
ROOF PLAN