



# FCC

FINANCIAL CRIMES  
COMMISSION  
MAURITIUS

**Procurement Reference No. 44 of 2024 / 2025**

**BIDDING DOCUMENT**

**INVITATION FOR BID**

**PROJECT**

**WATERPROOFING WORKS AT FCC HEADQUARTERS**

**SITE VISIT (COMPULSORY): 10 February 2025 at 10.00 hours.**

**LAST DATE FOR SUBMISSION OF TENDER: 17 February 2025 by 14.00 hours**



FCC Headquarters,  
Réduit Triangle, Moka



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## ACRONYM

1. FCC – Financial Crimes Commission
2. IFB – Invitation For Bid
3. ITB – Instructions To Bidders





# FCC

FINANCIAL CRIMES  
COMMISSION  
MAURITIUS **SECTION I**

FCC/ CSD/ 406/ 137

31 January 2025

Dear Sir / Madam

## Invitation for Bid

**Procurement Reference No. 44 of 2024 / 2025**

### **Waterproofing works at FCC**

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

Bidding documents will be available as from **Monday 03 February 2025** 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 situated at the Ground Floor, FCC Headquarters, Réduit Triangle, Moka, on or before **17 February 2025 by 14.00 hours**.at latest.

The envelope shall clearly mark with:

- (i) Bidding documents for procurement reference No. 44 of 2024/ 2025 and
- (ii) The name and address of the bidder on the outside of the envelope.

Yours faithfully

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





## SECTION II

### INSTRUCTIONS TO BIDDERS (ITB)

#### 1.0 Introduction

The FCC invites eligible local contractors to submit their bids 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.

#### 2.0 Clarifications

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

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

#### 3.0 Bidders are advised to carefully read the complete bidding document, including the conditions of contract, before preparing their bids.

#### 4.0 Validity of Bids

The bid validity period shall be valid for a period of one hundred and twenty **(120) days** from the date of bid submission deadline.

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.

#### 5.0 Works completion period

The intended completion period for the waterproofing works is **within ten (10) weeks from the date of instruction to start of work**.

#### 6.0 Site Visit (Compulsory)

Bidders or their designated representatives are invited to attend a site visit on **10 February 2025 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.

#### 7.0 Sealing and marking of bids.

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



Bidding documents for Procurement Reference No. 44 of 2025, and Name and address of the bidder on the outside of the envelope and addressed to:

**The Assistant Director, Corporate Services Division,  
Financial Crimes Commission ( FCC),  
Reduit Triangle, Moka.**

#### **8.0 Submission of Bids**

Bids should be deposited in the Bid Box located at the ground floor, Financial Crimes Commission (FCC) Headquarters, Réduit Triangle, Moka, **on or before 17 February 2025 by 14.00 hours at latest.**

Bids by post or hand delivered should reach the above- mentioned address by the same date and time at latest

Late bids will be rejected. Bids received by email shall not be considered.

#### **9.0 Bid Opening**

Bids will be opened at Financial Crimes Commission (FCC) Headquarters, Réduit Triangle, Moka, on **17 February 2025 at 14.00 hours.**

#### **10.0 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.

#### **11.0 Eligible bidders**

To be eligible to participate in this bidding exercise:

- (a) Bidders should be specialist waterproofing contractors registered with CIDB.
- (b) Not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up.
- (c) Not have had your business activities suspended.
- (d) Not be under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission.
- (e) Not have a conflict of interest in relation to this procurement requirements and
- (f) Have a Business Registration Card.

#### **12.0 Qualification and Experience**

Bidders should have the following minimum qualifications and experience:

- (a) Valid registration certificate with the CIDB that will enable the contractor to perform the works quoted for.
- (b) Experience in at least one work of a similar nature in terms of scope and value undertaken as Contractor over the last five (5) years.

- (c) Contract Manager having as minimum qualification: A diploma in construction related fields and 5 years' experience in the construction sector; or any equivalent qualification acceptable to the FCC.

### **13.0 Content of bid**

- (a) duly filled and signed Bid Submission Form.
- (b) duly filled and signed Price Activity Schedule.
- (c) Compliance and Specifications Sheet (Technical documents)
- (d) Valid Registration certificate with the CIDB, as applicable.
- (e) Signed Current Standing Form
- (f) Signed C.V of Contract Manager.
- (g) Duly signed Securing Declaration.
- (h) 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.
- (i) Company profile
- (j) Testimonials / evidence of Experience in similar work.
- (k) Product data sheets
- (l) Customers' reference

### **14.0 Prices and Currency of Payment**

Bidders should quote for the whole works. Prices for the execution of works shall be quoted and fixed in Mauritian Rupees. Items for which no rate is entered by bidders, shall not be paid for by the FCC when executed and shall be deemed covered by the other rates and prices. Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated cost for performing the works, and shall include all duties. 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 bid prices inclusive of VAT.

### **15.0 Bid Securing Declaration**

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

### **16.0 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.

#### **17.0 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.

#### **18.0 Performance Security and signing of contract**

Within twenty- eight (28) days of the receipt of the letter of Award, the successful bidder shall furnish a Performance Security, in the amount equal to 10% of the Bid price, in accordance with the conditions of contract.

The contract agreement shall be signed within 28 days after the successful bidder receives the letter of award unless the parties agree otherwise.

Failure of the successful bidder to submit the above-mentioned Performance Security or sign the contract within the required time may constitute sufficient grounds for the annulment of the award.

#### **19.0 Notification of Award and Debriefing**

Prior to the expiration of the period of bid validity, the FCC should notify the selected bidder of the proposed award and accordingly notify the unsuccessful bidders. The FCC should promptly respond to the requests for debriefing made by unsuccessful bidders within 30 days from the date of notification of award.

#### **20.0 Advance Payment**



The FCC shall provide an Advance Payment on the contract price as stipulated in the General Conditions of Contract. The Advance Payment shall be guaranteed by an Advance payment security. The Advance Payment shall be limited to 10% percent of the Contract Price, less any provisional and contingencies sums.

#### **21.0 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**  
**BIDDING FORM**

Date :-----

Bid's Reference No.:-----

Procurement Reference No.-----

To: -----

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued.
- (b) We offer to execute in conformity with the Bidding Documents the following works:  
\_\_\_\_\_
- (c) The total price of our Bid including VAT is Rs \_\_\_\_\_
- (d) Our bid shall be valid for a period of \_\_\_\_\_ (120 ) 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.
- (e) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (f) If our bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius.
- (h) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the FCC's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefits which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other bidders into any undisclosed agreement or understanding whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

- (i) We understand that this Bid, together with the Letter of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid you may receive; and

- (k) If awarded the contract, the person named below shall act as Contractor's representative:

Name:.....

In capacity of:.....

Signed: .....

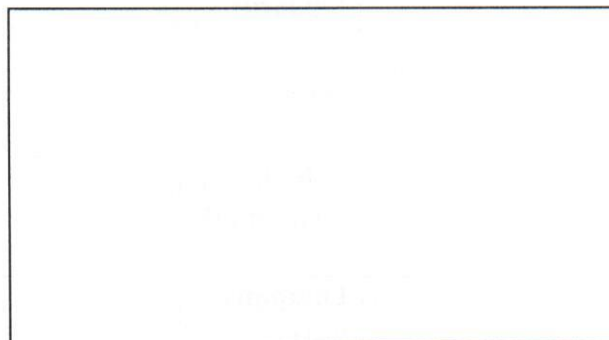
Duly Authorised to sign the Bid for and on behalf of: .....

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
- (d) 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 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 IV

### SCOPE OF WORKS FOR WATERPROOFING WORKS

#### 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 should 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 Plan**

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



## SECTION V

### 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.
- 3.3 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.
- 3.4 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 VI

### 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	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		
	Item	Make	Model & Country of origin
	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.		

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

**SECTION VII**  
**PRICE ACTIVITY SCHEDULE**

Item No.	Description	Unit	Indicative quantity	Quantity as measured by bidder	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: ..... .....				

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



## **SECTION VIII**

### **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

#### **2.0 Project Manager's Decisions**

- 2.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the FCC and the Contractor in the role representing the FCC.

#### **3.0 Subcontracting**

- 3.1 The Contractor may subcontract with the approval of the Project Manager but not assign the Contract without the approval of the FCC in writing. Subcontracting shall not alter the Contractor's obligations, and the contractor shall be liable for the non- performance or improper performance of the obligations of the subcontractor.

#### **4.0 Personal and Equipment**

- 4.1 The Contractor shall employ the key personnel and use its own equipment to carry out the Works. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 4.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

#### **5.0 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.

## **6.0 Possession of the Site**

- 6.1 The FCC shall, after receiving the Performance security, and the Program for the Works all as per requirements, give possession of the Site to the Contractor within seven days for execution of works in accordance with the Program for the Works.

## **7.0 Program**

- 7.1 Within seven (7) days, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 7.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 7.3 The Contractor shall submit to the Project Manager for approval an updated Program. If the Contractor does not submit an updated Program within required period, the Project Manager may withhold an amount from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 7.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time.

## **8.0 Identifying Defects**

- 8.1 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.

## **9.0 Test**

- 9.1 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.

## **10.0 Correction of Defects**

- 10.1 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.
- 10.2 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.



## **11.0 Uncorrected Defects**

- 11.1 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.

## **12.0 Payments**

- 12.1 Payment will be made for quantity of works executed.
- 12.2 The Contractor shall submit to the Project Manager, statements, with supporting documents of the estimated value of the work executed.
- 12.3 The Project Manager shall check the Contractor's statement and certify the amount to be paid to the Contractor after receiving the statement and supporting documents.
- 12.4 The value of work executed shall be determined by the Project Manager.
- 12.5 Payments shall be adjusted for deductions for advance payments and retention. The FCC shall pay the Contractor the amount certified by the Project Manager after the project Manager has received a statement with supporting documents from the Contractor.

## **13.0 Retention money**

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

## **14.0 Liquidated damages for non-Performance**

- 14.1 The Contractor shall pay liquidated damages to the FCC **at the rate of Rs 10000 per day**, for each day that the Completion Date is later than the Intended Completion Date. 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.

## **15.0 Advance Payment**

- 15.1 The FCC shall make Advance Payment to the Contractor of the amount of **10%** of the Contract Price against provision by the Contractor of 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.
- 15.2 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.



- 15.3 The advance payment shall be repaid by deducting proportionate amounts from payments to the Contractor, following completion of the project.
- 16.0 Performance Security**
- 16.1 The Performance Security shall be provided to the FCC within twenty-eight (28) days of the receipt of the Letter of Acceptance and shall be issued in an amount representing 10% of the contract price by a local bank.
- 16.2 The Performance Security shall be valid until 21 days from the date of issue of the Defects Liability Certificate. The FCC will shall return the performance security within 21 days after receipt of a copy of the Defect Liability Certificate.
- 17.0 Defects Liability Period**
- 17.1 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.
- 18.0 Confidentiality**
- 18.1 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.
- 19.0 Termination**
- 19.1 The FCC or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 19.2 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

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.

## **20.0 Fraud / Corruption and Integrity Clause**

- 20.1** If the FCC determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the FCC may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract.
- 20.2** 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

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

**20.3** The Contractor shall take steps to ensure that no person Assistant Director 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.

#### **21.0 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.



## **22.0 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 IX**

**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 X**  
**CURRENT STANDING FORM**

I confirm that the company is eligible to participate in this Bidding exercise and meets the eligibility criteria at paragraph 11.0 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 XI

### BID CHECK LIST

Check list for submission of bids

(To be filled by bidder)

	(please tick if submitted and cross if not)
(a) Bid Submission Form	
(b) Price Activity Schedule	
(c) Compliance and Specifications Sheet ( Technical documents)	
(d) Valid Registration certificate with the CIDB	
(e) Current standing form	
(f) Guarantee Period	
(g) Bid Security declaration	
(h) C.V of Contract Manager	
(i) Experience of work of similar nature	
(j) Company Profile	
(k) Work plan	
(l) Customers' reference details	
(m) 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 XII

ROOF PLAN – see Annex



ICAC HEADQUARTERS AT REDUIT  
ROOF PLAN