

RENOVATION AND FIT-OUT WORKS
FOR
BANKING OUTLET
AT
QUATRE-BORNES

TENDER DOCUMENTS

TECHNICAL BID

Employer :
BANK OF BARODA



Employer
Bank of Baroda
Sir William Newton St,
Port Louis,
Mauritius

Interior Designer/Architect
C.Awotar
Interior Design Consultant
Eucalyptus Lane, Lot E261
Ebene City
Ebene
Tel:- 466-9007

Project Manager / Quantity Surveyors
Nilcant Awotar & Associates Ltd
Eucalyptus Lane, Lot E261
Ebene City
Ebene
Tel:- 466-9007

RENOVATION AND FIT-OUT WORKS FOR BANKING OUTLET AT QUATRE-BORNES

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INSTRUCTIONS
TO
TENDERERS

INSTRUCTIONS TO TENDERERS

1. Introduction

The tenderer is advised to read carefully these instructions and to ensure that he has complied herewith in all respects on submitting his tender.

The present tender relates to the “**RENOVATION AND FIT-OUT WORKS FOR BANKING OUTLET AT QUATRE-BORNES**”

2. Tender Documents

The tender must be based upon all the Tender Documents. A complete set of the tender documents comprises:-

- (a). Instructions to Tenderers
- (b). Form of Tender
- (c). Appendix to Conditions of Contract
- (d). Bill of Quantities
- (e). Tender Bond
- (f). Performance Bond & Advance Payment Bond
- (g). Contract Agreement
- (h). Conditions of Contract
- (j). Specifications
- (k). List of Drawings

3. Discrepancies / Revisions to Tender Documents

The Tenderer shall check all documents for completeness against the table of contents. Tenderers to carefully read the Bill of Quantities for details and specifications in conjunction with the sketches/drawings for submission of a proper price. Should the tenderer find any page missing/in duplicate or any figures and wording indistinct, or be in doubt as to the true meaning of any part of the Tender Documents, he shall at once notify :-

The Quantity Surveyor

Nilcant Awotar & Associates

Eucalyptus Lane

Lot E261 Ebene City

Ebene

but not later than 7 days prior to the date set for the closing of tenders.

Any clarification or amendment will be issued formally by final addenda to all tenderers. All discrepancies shall thereupon be rectified by the tenderer.

Addenda revising, adding to or deducting from the Tender Documents may be issued by the Project Consultants either in response to requests from prospective tenderers for explanations or for other reasons. Each addendum will be issued to all tenderers to whom the tender documents have been issued. Such addendum will become part of the Contract Documents and receipt thereof must be acknowledged immediately by signing and returning the acknowledgement form distributed with the addendum.

No liability will be admitted nor claim allowed in respect of errors, mistakes or discrepancies in the submission of the Tender Documents to the tenderer which should have been rectified in the manner described above.

4. Issue of Tender Documents

For the purpose of tendering each tenderer will collect one copy of the tender documents together with one complete set of drawings from:-

Bank of Baroda
Sir William Newton St,
Port Louis, Mauritius

5. Language

All Tender Documents and correspondence shall be drawn up in English only.

6. Submission of Tenders

Tenderers shall submit the following documents duly filled in:-

Form of Tender
Form of Tender Bond
Bills of Quantities

Tenderers should submit their tender in two separate envelopes as directed in the Tender Notice. The Technical bid should not contain any financial offer whatsoever and Tenderers who fail to comply with the above will automatically have their tenders rejected.

7. Return of Tenders

All tender documents shall be contained in sealed separate envelopes properly marked as specified in the Tender Notice for Technical Bids and Financial Bids addressed to

Bank of Baroda
Sir William Newton St,
Port Louis, Mauritius

and deposited at the above address at latest Monday 15th of November 2021 by 14hr00.

8. Fixed Price / Sufficiency of Tenders

Tenderers are required to submit their Tender on a **fixed price basis** whereby they agree to execute all the works referred to in the Drawings, Conditions of Contract, Standard Specifications, Bills of Quantities for a fixed sum which is to include for all possible increase in labour, materials, freight, transports, fuel, changes in exchange rate, devaluation etc. All prices, rates sums etc are to be **exclusive** of VAT component .

9. Tenderer to inform himself

Tenderer's attention is particularly invited to laws and regulations concerning the safety and health labour regulation, social insurance, labour taxes and tax deductions, resident and work permits for expatriates, import restrictions and duties, contractor's tax and companies Registration Requirements, etc.

Tenderers on the submission of a tender will be deemed to have visited the site and to have considered all conditions related to the work. An actual visit to the site will be at the discretion of the tenderer but no claim for want of knowledge or misapprehension and for failure of the Tenderer to make necessary investigation will be entertained.

10. Tender Bond

In order to secure the due performance by Tenderers of the obligations undertaken by them a security in the form of a Tender Bond and/or cheque in favour of Bank of Baroda in the sum of rupees MUR 50,000/- is required to be submitted with the tender.

This amount shall be forfeited to the client in the event the Tenderer withdraws his bid or part thereof before expiration of its validity period including any extension agreed upon with the Tenderer and/or fails to enter into contract, including the submission of a Performance Bond, within 3 days after an award is made to him by the Client.

If a Tenderer does not submit a valid 'Tender Bond' as specified the Tender will be rejected.

11. Validity of Tender

Tenders submitted by tenderers shall be valid for a period of **Ninety calendar days (90)** from the date set for the submission of Tenders. Such prices shall remain effective and irrevocable during this period.

12. No alterations or qualifications

No alterations shall be made in the Form of Tender and other documents and the tender shall comply entirely with the terms of the tender documents.

Any conditions attached to the Tender Documents may be liable to rejection.

13. Confidentiality

All recipients of these Tender Documents (whether a Tender is submitted or not) shall treat the details of the Documents as private and confidential.

14. Expenses of Tenderers

The Employer shall not be responsible for or pay any expenses or losses which may be incurred by a Tenderer in the preparation and submission of the Tender or in visiting the site in connection therewith.

15. Performance Bond

The successful tenderer will also be required to provide a bank guarantee for the good performance of the contract (Performance Bond) equivalent to 10% of the contract price.

16. Liquidated Damages

The whole of the works must be completed within the period of time as stated in the "Appendix to Conditions of Contract".

In case of failure to complete and hand over the whole of the works within the stipulated period of time, Liquidated and Ascertained Damages to the extent as mentioned in Appendix to conditions of Contract shall be deducted from the Contract Sum.

17. Adjustment of Errors

The Tenderer shall ensure that his tender is arithmetically correct in all respects.

Should at any time, any arithmetical error be found which when corrected would have the effect of lowering the Tender Price, such lower price shall be accepted as the Contract Sum.

If such correction would have increased the Tender Price, the increase shall not be allowed and the rates shall be adjusted accordingly.

18. Allocation of Contract

Notification of award of contract shall be made by the Employer.

19. Rejection of Tenders

The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to any Bidders or any obligation to inform the bidder of the grounds for the Employer’s action.

20. Formal Contract

Until a formal agreement is prepared and executed, the tender or tenders together with the written acceptance of the Employer shall constitute a binding contract between the Employer and Tenderer.

21. Authority of Tender

The Tender must be signed by one duly authorised to do so. A tender submitted by a corporation must bear the seal of the corporation and be attested by its Secretary.

22. Advanced Payment/ Pre-Financing

In case contractor makes a written request for grant of mobilisation advance, the Client may advance at its discretion a sum equal to 10% of the contract sum less all P.C Sums, Provisional Sums and Contingencies as mobilisation advance which shall be recovered through contractor’s running account bills by equal monthly deductions from interim certificates.

The mobilisation advance shall be secured against a bank guarantee, the form and style of which shall be all as annexed herewith in Appendix C. This bond shall be discharged only when the full and entire amount of the mobilisation advance has been recovered.

In case of any breach of contract by the contractor, the Employer shall have the right to adjust the damages arising out of such breach of contract etc., against the above bank guarantee.

23. Non Compliance with Instructions

The Tender of any Tenderer which does not comply with all the foregoing instructions for tendering may not be considered.

24. Instructions forming part of Contract

These Instructions to Tenderers shall form part of the Contract.

I/We the undersigned have read the above Instruction to Tenderers and acknowledge the same.

Contractor’s:
(Signature)

Name:

Date:

ADDITIONAL
INSTRUCTIONS TO
TENDERERS

2. INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT
ADDITIONAL INFORMATION

**Any Bidder wishing to submit a bid should meet to below listed criteria as being
MANDATORY**

1 Sealed Tenders shall be submitted in two envelopes consisting of following:

- 1. Cover 1 : Part – I - Technical Bid accepting terms and conditions of the tender & Tender Bond.**
- 2. Cover 2 : Part – II - Financial Bid.**

Tenders should be addressed to :-

Vice President

Bank of Baroda

Sir William Newton Street

Port – Louis

and super-scribed **“RENOVATION AND FIT-OUT WORKS FOR BANKING OUTLET
AT QUATRE-BORNES”** with respective cover details, so as to reach
not later than **2.00 p.m. on 15.11.2021**

2 No tender will be received after **2.00 p.m. on 15.11.2021** under any circumstances whatsoever will not be entertained.

Part – I : Technical Bid

Part – II : Financial Bid of the Technically qualified Vendors may be opened on the same day or later.

- 3 Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- 4 (a) The tender form must be filled in English and all entries must be made by hand and written in ink. The rate and amount should be in figures and words. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank Representative in its discretion.
- 4 (b) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank’s option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- 4 (c) Each of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.

- 4 (d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
- 4 (e) In case the contractor has not quoted both the rate and amount for any item, then the maximum of the quotes for that item by other tenderers shall be taken for assessing the value of his tender. Further, in case he is awarded the work, the rate for the said item shall be payable as per the lowest rate quoted by the other vendors.
- 5 Bank of Baroda does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
- 6(a) “Intending tenderers shall pay as Tender Bond a sum of **Rs. 50,000/-** (Rupees Fifty Thousand Only) by a Banker’s Cheque in favour of Bank of Baroda. A tender not accompanied by tender bond will not be considered. The tender bond will be refunded to the tenderer if his tender is not accepted but without any interest.
- Under no circumstances Tender Bond will be accepted in the form of fixed deposit
- 6(b) receipt or Bank or Insurance guarantee or Cheque.
- 7 The Tender Bond sum of **Rs. 50,000/-** paid by the successful tenderer when he submitted his tender shall be held by the Bank of Baroda as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.
- 8 All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from his earnest money and security deposit if the amount so permits and the contractor shall, unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
- 9 The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
- 10 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of Bank’s Architect & Engineer. If in the opinion of the Bank Representative, changes have to be made in the design and with the prior approval in writing of the Bank Representative, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

- 11 A schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
- 12 The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
- 13 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in freights or any conditions whatsoever.
Tenderers must include in their rates VAT, Service Tax and any other tax and duty or other levy levied by the government or local authority, if applicable. No claim in respect of VAT, or other tax duty or levy whether existing or future shall be entertained by the employer.
- 14 The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract.
- 15 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the tenderer and it shall be reckoned from the Seventh day after written order to commence the work is issued.

The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete all the work within the specified period he shall be liable to pay compensation of the Conditions of Contract/ work contract. Contractors have to pay Liquidated damages against delay of the work at the rate of MUR 15,000/- per calendar day.

- 16 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him.

- 17 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
- 18 The Contractor must note that all the works shall be carried out, strictly in accordance to Standard Safety norms. The contractor shall be solely responsible for health & safety of his workers & materials, and the Bank, in no way, be held responsible for any loss / damage occurred due to lapse of proper safety.
- 19 The Contractor shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this tender form. The contractor shall strictly maintain the Basic cost of materials as mentioned in the Tender. Any increase / Decrease of basic rates during final selection of materials, shall be reimbursed accordingly, by both the Employer & Contractor.
- 20 The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
- 21 **CONTRACTOR TO INFORM HIMSELF FULLY:**

The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

In case of any clarification you may please contact following officials:-

Sr. Manager IT & Operations
Bank of Baroda
Territory Office,
Port Louis.
Ph. No. : 2106535
Fax No. : 2083892

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

Witness' Signature

Contractor's Signature

Address.....

Address

Date.....

Date.....

.....

Bank of Baroda

TENDERER'S EXPERIENCE

Tenderers have to submit the following information to enable the proper assessment of their bids: -

- (i) Company Profile.
- (ii) List of Past Projects undertaken during the past three years.
- (iii) Details of the proposed number of workmen and administrative staff Tenderer proposes to employ during the period of execution of the work.
- (iv) A method statement including preliminary general proposals for executing the works, general layout drawings and information on temporary works.
- (v) List of Plant and Equipment.
- (vi) Information on any on-going litigation in which the Tenderer is involved.
- (vii) List of similar projects.

APPENDIX
TO
CONDITIONS
OF
CONTRACT

(FORM OF TENDER CONT'D)

APPENDIX TO CONDITIONS OF CONTRACT

	clause	
Defects Liability Period	15,16,30	12 Months
Insurance to cover for any occurrences or series of occurrence arising out of any event	19(1) (A)	Rupees One Million (MUR 1,000,000)
Insurance of the Works	20(A)	Full Value of the Work
	20 (B)	Please refer to the Amendments to conditions of Contract, Clause 19 (3) for insurance for existing building
Percentage to cover for professional fees for insurance purposes only	20	Ten per cent
Date for possession	21	7 days from Architect's order to commence
Date for Practical Completion	21	4 months
Liquidated And Ascertained Damages	22	At the rate of MUR Fifteen Thousand (MUR 15,000/-) per Calendar day
Percentage of Certified Value Retained	30(3)	Five (5) per cent
Limit of Retention Fund	30(3)	Five (5) per cent of contract sum
Name of Surety in Standard Form of Bond	31.....	
Amount of Surety		Ten per cent of the Contract Sum

Signed by the said

.....**CONTRACTOR**

.....**EMPLOYER**

TENDER

BOND

TENDER BOND

KNOW ALL MEN by these presents that we

of.....

.....(hereinafter called "the Surety")

are held and firmly bound unto the **BANK OF BARODA** (hereinafter called "the Employer") in the sum of **Rupees Fifty Thousand (MUR 50,000)** for the payment of which sum we bind ourselves and, each of us, our successors, heirs, executors, administrators and assigns jointly and severally by these presents.

WHEREAS.....

of.....

(hereinafter called "the Tenderer") has, by a Tender (hereinafter called the "said Tender") made to the Employer, offered to enter into a contract for the **“RENOVATION AND FIT-OUT WORKS FOR BANKING OUTLET AT QUATRE-BORNES”**as therein mentioned and has undertaken to provide a Performance Guarantee for the due performance of the contract should the said Tender be accepted by the Employer.

NOW THE CONDITION of this Bond is such that if the Tenderer shall maintain the said Tender and shall provide a Performance Guarantee for the due performance of the Contract within **3 days** of receipt of notification of acceptance of the said Tender by the Employer, then this obligation shall be null and void but otherwise shall be and remain in full force and effect for a period of **90 days** from the date set for opening the said Tender.

Signature

Witness

Dated at day of2021

PERFORMANCE

BOND

FORM OF PERFORMANCE GUARANTEE

BY THIS GUARANTEE We,.....

whose registered office is situated at

.....
(hereinafter called "the Contractor")

AND

.....

whose registered office is situated at

.....
(hereinafter called "the Guarantor")

are held and firmly bound to ‘**BANK OF BARODA**’

(hereinafter called "the Employer")

in the sum of Rupees.....
..... (MUR.....)

for the payment of which sum the Contractor and the Guarantor bind themselves and, each of them, their successors, heirs, executors, administrators and assigns, jointly and severally by these presents.

WHEREAS the Contractor by an Agreement made between the Employer of the one part and the Contractor of the other part has entered into a Contract to execute and complete certain works as are therein mentioned namely “**RENOVATION AND FIT-OUT WORKS FOR BANKING OUTLET AT QUATRE-BORNES**” (hereinafter called "the said Contract)” and remedy any defects therein mentioned and will perform and fulfill the other obligations imposed on the Contractor by the said Contract.

NOW THE CONDITION of the above written Guarantee is such that if the Contractor shall well and truly perform and observe all the terms provisions conditions and stipulations which under or by virtue of the said Contract or any award made under the provisions therein contained are on the Contractor’s part to be performed and observed according to the true purport intent and meaning thereof or if on default of the Contractor the Guarantor shall on demand satisfy and discharge the damages sustained by the Employer thereby up to the above written Guarantee, then this obligation shall be null and void but otherwise shall be and remain in full force and effect for the duration of Contract.

PROVIDED ALWAYS, and it is hereby declared, that no alteration in the terms of the said Contract or the extent or nature of the Works to be executed, completed and defects therein remedied thereunder and no allowance of time by the Employer or the Architect under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Employer or the Architect shall in any way release the Guarantor from any liability under the above written Guarantee.

* (“.....
.....”)

signed, sealed and delivered by the said

.....

for and on behalf of

in the presence of (name, address and description)

.....

.....

* (“.....
.....”)

signed, sealed and delivered by the said

.....

for and on behalf of

in the presence of (name, address and description)

.....

.....

- **Note:** It is required that the Contractor and the Guarantor should insert in their own handwriting the words "Good for the sum ofRupees" in the spaces provided and date.

ADVANCE

PAYMENT

GUARANTEE

FORM OF ADVANCED PAYMENT GUARANTEE

BY THIS AGREEMENT We,

whose registered office is at

.....

(hereinafter called “The Contractor”)

AND

.....

whose registered office is situated at

are held and firmly bound unto **BANK OF BARODA**

(hereinafter called “The Employer”)

WHEREBY the Bank guarantees payment to the Employer in the sum

MUR(Rupees.....)

Sealed by our respective seals and dated this.....day of.....2021

WHEREAS the Contractor by an Agreement made between the Employer of the one part and the Contractor of the other part has entered into a Contract for the execution, completion and maintenance of certain works as therein mentioned namely the “**RENOVATION AND FIT-OUT WORKS FOR BANKING OUTLET AT QUATRE-BORNES**’ (hereinafter called “The said Contract”) in conformity with the provisions of the Said Contract.

AND WHEREAS it has been agreed that the Employer will make an advanced payment in the above mentioned sum to the Contractor against presentation of a Bank Guarantee.

AND WHEREAS the saidshall pay each valuation a sum of Rupees

.....

For each month for a period of months starting from one month from the date of Advance Payment. In the event of determination of Contract by either the Employer or the Contractor, the Bank shall pay on demand all outstanding money advanced by the Employer to the Contractor.

NOW THE CONDITION of this Guarantee is such that if the said Advance Payment shall have been fully recovered by the Employer or if the Bank has paid to the Employer on demand the whole or any outstanding balance of the said Advanced Payment which shall not have been recovered then this Guarantee shall be null and void but otherwise shall be and remain in full force and effect.

This Guarantee shall remain valid until full repayment of the advance has been effected.

The common seal of

.....

was hereunto affixed to the presence of:.....

The common seal

of.....

was hereunto affixed to the presence of

CONTRACT
AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made theday of2021

Between **BANK OF BARODA** (“the Employer”)
of the one part

(“the CONTRACTOR”)
of

WHEREAS the EMPLOYER is desirous that works be undertaken, viz:

“RENOVATION AND FIT-OUT WORKS FOR BANKING OUTLET AT QUATRE-BORNES”

and has accepted a Tender by the CONTRACTOR for the said works, as particularised in the documents hereunder.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions must have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents must be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Said Tender comprising Instructions to Tenderers, Form of Tender and Appendices
 - b) Conditions of Contract
 - c) Specifications
 - d) Bill of Quantities
 - e) Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and maintenance of the works, the bid price in the sum of **Rupees**.....(**MUR**..... /-) at the time and in the manner prescribed by the Contract.

Drawn up in duplicate and in good faith aton 2021.

IN WITNESS WHEREOF the said parties have hereunto set their hands.

.....
Signature of Contractor

Address: ,
.....

Date:

.....
Witness to
Signature of Contractor

Date:

.....
Signature of Employer

Address:
.....
.....

Date:

.....
Witness to
Signature of Employer

Date:

CONDITIONS OF
CONTRACT

CONDITIONS OF CONTRACTS

The Conditions of Contract used will be the East African 1977 version and a copy of this document is available for consultation at the office of the Quantity Surveyor.

AMENDMENTS

TO

CONDITIONS

OF

CONTRACT

AMENDMENTS TO CONDITIONS OF CONTRACT

- A. The Articles of Agreement and Conditions of this Contract will be those contained in the Agreement and schedule of Conditions of Building Contract (with Quantities), 1977 Edition, published by the East Africa Institute of Architects, as particularly amended and noted under the clause headings listed hereunder.
- B. The Clause headings of the Schedule of Conditions are given below and the Contractor is referred to the above-mentioned documents for the full intent and meaning of each clause thereof. The clauses are hereinafter referred to by Clause number and heading only. The amendments and notes to the printed conditions are set out under the relevant clause headings.
- C. The Contractor is to allow in his prices whatever costs or charges he may consider necessary for the carrying out, complying with and due observance in respect of any or all of the clauses of the Conditions and of the said amendments and notes.

Clause 1 Contractor's obligations

Clause 2 Architect's instructions
Delete Clause 2(2) entirely

Clause 3 Contract documents
Delete the word "This" in first line and
Replace by "A copy of the"

Clause 4 Statutory obligations, notices, fees and charges.

Delete in Clause 4(2) the words "provided that the amount of any such fees or charges by a way provisional sum in the Contract Specifications" from line 5 to 15.

Note: The Contractor shall allow for all fees, charges, rates and taxes, rates on temporary buildings legally demandable in respect of the works.

Clause 5 Levels and settings out of the works.

Add: Notwithstanding anything to the contrary in this clause or elsewhere, the Contractor shall set out the whole of the works and shall be held responsible for the correct setting out of the works in accordance with the information provided by the Architect.

Clause 6 Materials, goods and workmanship to conform to description, testing and inspection.

Clause 7 Royalties and patent rights.

Clause 8 Foreman-in-charge.

Note: The Foreman shall be a person who in the Architect's opinion is experienced in the type of work falling under the scope of this Contract.

Clause 9 Access for Architects to the works.

Clause 10 Clerk of Works.

Clause 11 Variations, provisional and prime cost sums.

Note: The Contractor shall submit to the Architect claims for any work or circumstances on account of which he may consider that he is entitled to extra payment within seven days from the time of commencement of such work or occurrence of such circumstance. Any such claim shall be in writing and accompanied by full particulars and must state the relevant provision of the contract under which it is claimed that payments shall be made.

Add the following sub-clause 11 (4)

(e) Failing the agreement between the Quantity Surveyor and the Contractor as to any rate or price to be applied in the Valuation of any Variation, or of the different classes and kinds of work actually executed, the Quantity Surveyor shall determine and fix such rate or price as in the circumstances he shall think reasonable and proper.

Clause 12 Contract Bills.

Delete in sub-clause 12 (1) the words “but save as aforesaid contained in the conditions” in lines 6 –8.

Note

- (1) The Contract Bills have been prepared in accordance with the principles of Measurement (International) for Works of Construction July 1979 Edition, issued by the Royal Institution of Chartered Surveyors, as may be amended by the special requirements of these Bills of Quantities.
- (2) These principles of measurement must be accepted and will be strictly adhered to for the adjustment of any variations and for remeasurement as necessary.
- (3) The Contractor shall, if requested, by the Quantity Surveyor provide fully detailed price build-ups for any item in the Bills of Quantities for the purpose of establishing any new rates or prices.

- (4) Prime cost and Provisional Sums contained herein may be omitted or reduced at the Employer's sole discretion and the Contractor shall not be entitled to claim for any loss by way or reduction or omission of any discount relating to Provisional Sums or Prime Cost Amounts so reduced or omitted or any loss of profit related thereto.
- (5) The Contractor shall give immediate notice to the Quantity Surveyor when any work on site is ready for measuring, failing which he shall uncover such works if the Architect so directs to enable measurements to be taken and afterwards reinstate all at his own expense.
- (6) The rates contained in the Contract Bills shall apply irrespective of the final Quantities and of the different classes and kinds of work actually executed in the case of any variations or remeasured works.
- (7) Quantities given as "Provisional" in these Bills shall be held neither to gauge nor limit the amount or description of the work to be executed by the Contractor but the value of the work ordered shall be ascertained as provided by Clause 11 of the Conditions of Contract.

Clause 13 Contract Sum.

Clause 14 Unfixed goods and materials.

Clause 15 Practical completion and defects liability.

Delete: the words "the Works are practically completed" in lines 1 and 2 and Add "practical completion of the Works is achieved".

Add "15 (5) Nothing in clause 15 shall be construed so as to restrict or to remove in any way the Contract's liability for any defects and any insufficiencies in the works or materials nor preclude the Employer's legal rights in any way.

Note:

- (1) For all intents and purposes, practical completion shall mean completion of the Contract Works.
- (2) The Contractor shall be obliged to attend during the defects liability period on a progressive basis, i.e. as defects manifest themselves he will be required to make good as soon as reasonably possible to the satisfaction of the Architect. The Contractor will not be permitted to wait until the end of the defects liability period in order to attend to a comprehensive list of defects. The Contractor shall attend to all defects expeditiously.

- (3) If any defects be such that in the opinion of the Architect it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the works due to such defects and deduct the amount of such diminution from the sum to be paid to the Contractor, or, failing such remedy, it shall be recoverable as ascertained damages in money.

Add the following sub-clause at the end of this clause:

“15 (5) Nothing contained in Clause 15 shall be construed so as to restrict or to remove in any way the Contractor’s liability for any latent defects and any insufficiencies in the works or materials nor preclude the Employer’s common law rights in any way.

- Clause 16 Sectional completion.
- Clause 17 Assignment or sub-letting.
- Clause 18 Injury to persons and property and Employer's indemnity.
- Clause 19 Insurance against injury to persons and property.

Note:

- (1) The Contractor shall allow here for all costs in connection with such insurance.
- (2) The Contractor shall allow for maintaining insurance cover to the *value of rupees One Million (MUR 1,000,000.00/-)* for any one accident or series of accident arising out of any one event (unlimited in aggregate) and shall cause any sub-contractor to maintain cover, to cover their respective liabilities in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the Works and caused by any negligence, omission or default of the Contractor, his servants or agents or, as the case may be, of such sub-contractor, his servants or agents.
- (3) The contractor shall allow for taking out and maintaining a minimum insurance cover of MUR 5,000,000/- for damage to the existing and adjacent buildings

- Clause 20 Insurance of the works against Fire, etc.

Delete Clause 20 (B) and 20 (C) –
Insert the word “Cyclone” after the word “fire” in line 2 of sub-clause (a) (1).

Note:

The Contractor shall allow for 10% to cover professional fees.

- Clause 21 Possession, completion and postponement.
- Clause 22 Damages for non-completion.
- Add the words "without the latter having to fulfil any judicial or extra judicial formality to that effect or to serve a "mise en demeure" after the word "Employer" in line 6.
- Clause 23 Extension of time.
- Delete the words "is delayed" in line 2 and Replace by the words "is being or is likely to be delayed".
- Add the following sub-clauses, the existing clause being renumbered 23(1).
- 23(2)** The Contractor shall in his notice identify the material clause(s) and the relevant event under clause 23 of the Conditions of Contract which in his opinion is the expected defects, thereof; and estimate the extent, if any, of the expected delay in the completion of the works beyond the completion date resulting thereof.
- 23(3)** The Contractor shall give such further written notices to the Architect as may be reasonably necessary or as the Architect may reasonably require for keeping up-to-date the particulars and estimate referred to above including any material change in such particulars or estimate.
- 23(4)** No claim for loss of turnover, loss of profit, any costs of a similar nature will be entertained in the event of any extension of time being granted.
- 23(5)** No extension of time shall be granted by the Architect unless written notice complying with the provisions of Clause 23 has been given by the Contractor.
- Clause 24 Loss and expense caused by disturbance of regular progress of the works.
- Clause 25 Determination by employer.
- Clause 26 Determination by Contractor
- Delete in sub-clause (2) the words "Provided that in addition ... Contractor from the Employer in the last 6 lines.

Clause 27 Nominated Sub-Contractors.

Add the following sub-clauses, the existing clause being renumbered 27(1).

- (2) The Contractor must enter into sub-contracts with the nominated sub-Contractors based on an amended Form of Agreement and Schedule of Conditions of Building Sub-Contract form published by the Kenya Association of Building and Civil Engineering Contractors and incorporating the same conditions as the Main Contract.
- (3) The Contractor shall impose upon sub-contractors such conditions approved by the Architect and in respect for completion of their work, payment, defects liability periods, facilities, liquidated damages so as to conform with the Contract Conditions and shall ensure that all sub-contracts are entered into timeously, failing which he will be held liable for any additional costs, losses incurred and late completion of works.
- (4) The contractor shall be obliged in the first instance to accept all claims whatsoever from any sub-contractor. The onus shall be on the Contractor to prove that such claim or portion of such claim is due to default on the part of the Employer or his agents.
- (5) The Architect shall be entitled to conduct direct negotiations in respect of Sub-contracts for which Prime Cost and Provisional Sums are allowed herein.

Such direct negotiations by the Architect with Nominated Sub-contractors shall not create any privity of contract between the Employer and such Sub-contractors who are declared to the Sub-contractors who are declared to be Sub-Contractors employed by the Contractor.

- (6) The Contractor shall ensure that the necessary sub-contracts are entered into and all documentation duly completed timeously, failing which the Contractor will be held liable for any additional cost and losses incurred.
- (7) The Contractor shall impose upon all Sub-Contractors and in all orders for materials and goods, such conditions in respect of time for completion of their works or delivery of their materials or goods so as to conform to the programme of the works.
- (8) It shall be the sole responsibility of the Contractor to notify all Sub-Contractor of any variations and instructions he may receive and the Contractor will be held responsible for any claims for extras arising from his failure to so notify them.
- (9) In any claims made by any Sub-contractor for extras pertaining to reduced time available for execution of his work, lack of access, out of sequence working, or claims being made of a similar nature, the Contractor shall be responsible for those portions of the claims pertaining to default on his part.

- (10) The Contractor shall further indemnify the Employer against claims of the nature specified above made by any Sub-Contractor arising out of default on the part of any other Sub-Contractors and for all contra-charges of whatever nature. It shall be the responsibility of the contractor to resolve such claims between all relevant parties.
- (11) Notwithstanding any negotiations conducted by the Employer and notwithstanding any selection, direction or instruction by the employer in regard to Nominated Sub-Contractors or Suppliers and notwithstanding anything to the contrary in the Contract Documents, the Sub-contract documents, the Contractor will be held entirely and solely liable and responsible for the performance of all nominate sub-Contractors in timeously, diligently and correctly (in accordance with specification) completing those portions of the works so sub-contracted and for the effects of any delay, default or neglect on the part of such nominated sub-contractors of suppliers.
- (12) All Provisional Sums and Prime Cost Sums throughout these Bills of Quantities represent the net cost of work executed and/or materials delivered to site. The Contractor shall not be entitled to any discount, percentage or allowance whatsoever on the value of any nominated sub-contractor's work for which Prime Cost Sums or Provisional Sums are included herein.
- (13) Notwithstanding anything to the contrary in the Contract Documents, no provision shall be made for "Special attendance" to follow prime cost sums and the contractor shall allow opposite this item whatever costs he may deem necessary.

Clause 28 Nominated Suppliers.

Note

- (1) The notes to Clause 27 where relevant shall apply equally to this clause.
- (2) The Contractor shall place all orders with nominated suppliers of goods or materials from overseas timeously and shall be responsible for the importation, clearance and delivery to site of such goods or materials. The Contractor shall apply for all the necessary permits and exemption from duty certificates for such goods and materials. All costs, charges and the like incurred due to the Contractor's failure to clear any goods or materials timeously shall be borne by the Contractor.
- (3) The Contractor shall also impose the same obligations as on the part of the Contractor to be performed onto his nominated Sub-Contractors in respects of any supplies from overseas.

Clause 29 Artists and tradesman.

Clause 30 Certificates and Payments.

Delete the words "within 14 days" wherever they appear in Clauses 30(1); 30(4) and 30(7) and Replace by the words "within 30 days".

Add the following sub-clauses:

- 30(9)** The Contractor when making interim applications for payments shall submit to the Quantity Surveyor a detailed statement of the value of works executed, a detailed statement of any variations and a schedule of materials on site. Such interim applications shall include only the value of materials and goods required for use in the works which have been delivered to or adjacent to the works up to the date of issue of the interim application.
- 30(10)** The Contractor shall in addition to fulfilling the requirements of this Clause provide the following documents together with his application for payment for any unfixed materials on site or off site in order to obtain payment:
- (a) Proof of ownership of the said materials.
 - (b) A certificate ceding, transferring and assigning all rights, title and interest in the said materials or goods unto and in favour of the Employer upon receipt of payment.
 - (c) Proof of Insurance.
 - (d) Written acceptance of the materials by the Architect.
- 30(11)** The Contractor shall furnish interim invoices for amounts to be certified in respect of nominated sub-contractors timeously and shall pay all sub-contractors and suppliers the amounts due to them in terms of the Architect's certificates not later than 7 days after receipt of payments by the employer failing which the employer shall have the right to pay same and deduct the amount so paid from any sum due to the Contractor. The exercise of this power shall not create any privity of Contract between the Employer and the relevant sub-contractor or Supplier.
- 30(12)** An advance payment of ten per cent of the contract sum less all prime cost and provisional sums provided in same will be made on application from the Contractor within 30 days from the date of award of the Contract against prior submission by the Contractor of a Bank Guarantee. The Bank Guarantee shall be firm and irrevocable and in a form acceptable to the Architect. The amount of the advance payment shall be repaid by the Contractor to the Employer by equal monthly repaid before the value of work reaches 90% of the value of Builder's work.
- 30(13)** The cost in connection with the provision of such a Bank Guarantee shall be at the expense, in all respects, of the Contractor.

30(14) The Contractor will be required to furnish to the Quantity Surveyor one month prior to the end of the Defects Liability Period, his final account complete with detailed measurements, back-up, invoices, instructions from Architects, etc., to enable the Quantity Surveyor to finalise the final account.

Clause 31 Bond

Delete Clause 31 and Replace by the following:

31 The Contractor shall provide a Performance Bond from an approved local bank to be jointly and severally bound with the Contractor to the Employer in the sum equivalent to ten (10%) of the Contract Sum for the due performance of the Contract valid until the certified date of completion of Making Good Defects. All costs in connection with the provision of such a bond shall be at the expense, in all respects, of the Contractor.

Note

(1) All costs in obtaining or the provision of such bond shall be at the expense, in all respects, of the Contractor.

Clause 32 Fluctuations.

Delete Clause 32 and Replace by the following:

32 The Contract will be awarded to the Contractor on a fixed price basis. No adjustments will be made to the Contract Sum for any increase or decrease whatsoever in prices of materials, plant, labour or any other items, including transport, fuel, freight, duties, taxes, exchange rate, devaluation, etc. The Contractor must have allowed in his tender for the cost of any possible increase that may affect his tender during the execution of the Contract.

Clause 33 War risks.

Clause 34 War damage.

Clause 35 Antiquities.

Clause 36 Arbitration.

Delete in sub-clause (1) "Chairman or Vice-Chairman.....of Architects" (Lines 19 to 22) and Replace by the following:

"Chief Justice of the Supreme Court of Mauritius"

Add the following sub-clauses:

(5) This Contract shall to all intent and purposes be construed according to the laws of Mauritius.

SPECIFICATIONS

SPECIFICATIONS

Standard Specifications shall be incorporated within this Contract Document and a copy is available for consultation, upon request at the office of the Quantity Surveyor

Specialised Works

Specialised work and / or specialised installations shall be in compliance with the specifications and workmanship requirements of the manufacturers or suppliers of the materials, products, component or systems.