

October
2011



Information & Communication Technologies Authority

Deployment of **Wireless Fidelity** Network

WIFI Zone Phase I

In recent years, wireless Internet access have been established through Wireless Fidelity (WIFI) hot spots in some locations such as hotels, in a few public areas and at the airport in order to offer access to email, web browsing and other Internet services. However, such wireless mode of Internet access is not available on a wide scale across the country. The purpose of this project is to be in line with the government vision to provide free internet access to more citizens. A phase-approach of WIFI deployment across the Republic of Mauritius therefore would improve access and connectivity to a larger number of citizens. The ICTA will be funding the project under the Universal Service Fund and the project's aim in the long term will be to cover the country with wireless Internet access with a view to make Mauritius an Intelligent nation.

PROCUREMENT REFERENCE NO:RBD/WiFi/10-11/05





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Part I – Bidding Procedures



Section I. Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 The Information & Communication Technologies Authority herein referred to as the Employer and or ICTA, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the **Deployment of Wireless (WiFi) Network, Procurement Reference No: RBD/WiFi/10-11/05**. Further details are provided in the BDS.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the 1st week of March 2012 as **provided in the BDS and the SCC Clause 2.3**.

2. Public Entities Related to Bidding Documents and to Challenge and Appeal

- 2.1 The public entities related to these bidding documents are the Information & Communication Technologies Authority, acting as procurement entity (Employer), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluating bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).
- 2.2 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.



- 2.3** Challenges and applications for review shall be forwarded to the addresses indicated hereunder;

Challenges: The Executive Director

ICT Authority

12th Floor, Celicourt Building

Celicourt Antelme Street

Port Louis

Republic of Mauritius

Tel: (230) 211 5333, Fax: (230) 211 9444, Email: icta@intnet.mu

Review: The Chairperson

Independent Review Panel

1st Floor Stratton Court

Poudrière Street

Port Louis

Republic of Mauritius

Tel: (230) 212 3065, Fax: (230) 212 4404



3. Corrupt or Fraudulent Practices

- 3.1** The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.
- 3.2** Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): <http://ppo.gov.mu>.
- 3.3** The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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.



4. Eligible bidders

- 4.1** Subject to ITB 4.4, a Bidder, may have the nationality of any country but shall be an Internet Service Provider duly licensed by the Employer under section 24 of the **Information & Communication Technologies Act**. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.
- 4.2** All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly with the persons or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 4.3** (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.
- (b) A firm that is under a declaration of ineligibility by an international financing agency such as World Bank, African Development Bank or any other international agency may not be allowed to participate in this procurement exercise.
- 4.4** A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.



4.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

- (i) are legally and financially autonomous;
- (ii) operate under commercial law, and
- (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 Bidders shall not enter into any Joint Venture in respect of this project or sub-contract the project.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

6. Conflict of Interest

6.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (i) they have a controlling partner in common; or
- (ii) they receive or have received any direct or indirect subsidy from any of them;
or
- (iii) they have the same legal representative for purposes of this bid; or
- (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or



- (v) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

7. Cost of Bidding

- 7.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit / Pre-bid Meeting

- 8.1** (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Sites of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense. The Employer may appoint specific days where all bidders may visit and examine the different Sites.
- (b) A pre-bid meeting shall be held on 10 November 2011 at 16.00 hrs at the seat of the ICT Authority, to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents. Bidders are requested to forward their questions, if any, to the Executive Director of the Employer at least two clear days prior to the Pre- Bid meeting.



B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Activity Schedule
Section V	Scope of Service and Performance Specifications
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in **THREE** copies, in the manner specified in **the BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.



11. Amendment of Bidding Documents

- 11.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.



C. Preparation of Bids

12. Language of Bid

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English.

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Securing declaration;
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.



14. Bid Prices

- 14.1** The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2** The Bidder shall fill in rates and prices for all items of the Services described in Section IV-the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3** All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4** If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5** For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.



15. Currencies of Bid and Payment

15.1 The lump sum price shall be quoted by the Bidder in Mauritian Rupees

16. Bid Validity

16.1 Bids shall remain valid for the period 90 days as **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid-Securing Declaration, as **specified in the BDS**.

17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.

17.6 The Bid Securing Declaration shall be executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34; or



(ii) *furnish a Performance Security in accordance with ITB Clause 35.*

17.8 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or

i. if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or

ii. if the successful Bidder fails to:

(a) *sign the Contract in accordance with ITB Clause 34; or*

(b) *furnish a Performance Security in accordance with ITB Clause 35.*

The Bidder may be disqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO.

18. Alternative Proposals by Bidders

18.1 Alternative bids shall not be considered.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit **2** copies of the Bid and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.



- 19.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.



D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1** The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2** The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3** In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4** If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

- 21.1** Bids shall be delivered to the Employer at the address specified above at latest by **15.45 hrs on 30th November 2011** as specified in the BDS.
- 21.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11.1, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.



22. Late Bids

- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.



E. Bid Opening and Evaluation

24. Bid Opening

- 24.1** The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.
- 24.2** Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3** The bidders' names, the Bid prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

- 25.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.



- 25.2** If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

- 26.1** To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2** Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3** Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions SHALL result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

- 27.1** Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.



- 27.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

- 28.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Securing Declaration exercised in accordance with ITB Sub-Clause 17.6(b).



29. Currency for Bid Evaluation

29.1 The Bidder shall submit the bid only in Mauritian Rupees (MUR).

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.



F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer may award the Contract for each specific SITE to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price for that specific SITE, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

33. Employer's Right to accept any Bid and to reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel 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 or bidders.

34. Notification of Award and Signing of Agreement

34.1 Following the identification of the successful Bidder(s) and subject to the notification for award, if applicable and the time period referred to in accordance with section 40 of the Act, the Employer shall issue award to the selected Bidder(s) for each specific SITE or more SITES. The award shall be made by means of a letter (hereinafter and in the GCC called the "Letter of Acceptance"). It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.



- 34.3** The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4** Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder(s) and the contract prices(s). Furthermore the Employer shall publicize on its website and the Public Procurement Portal (<http://publicprocurement.gov.mu>) the result of the award and an executive summary of the Bid Evaluation Report, where applicable, as per format issued by the Procurement Policy Office.
- 34.5** If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance Security

- 35.1** Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2** If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either at the Bidder's option, by a commercial bank located in the Republic of Mauritius or a foreign bank through a correspondent commercial bank located in the Republic of Mauritius.



- 35.3** Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.



Section II. Bidding Data Sheet

A. General	
ITB 1.1	The Employer is Information & Communication Technologies Authority The name and identification number of the Procurement is Deployment of Wireless (WiFi) Fidelity Network, Bid Ref. No. RBD/WiFi/10-11/05.
ITB 5.2	Pre-qualifications <i>have not</i> been carried out.
ITB 5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be any materials <i>“related to the supply, installation, of five workstations with internet access and the WiFi network”</i> .
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be <i>Rs 5 million</i> .
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be <i>three</i> only, one marked “Original” and two marked “Copy”.
C. Preparation of Bids	
ITB 13.1	The additional materials required to be completed and submitted are: <i>“any other materials related to the well-being of the project”</i> .
ITB 14.1	Local inputs shall be quoted in <i>Mauritian Rupees (MUR)</i>
ITB 14.4	The Contract <i>is not</i> subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be <i>90 days</i> after the deadline for Bid submission specified in the BDS.
ITB 17.1	Bid shall include a <i>Bid Securing Declaration</i> using the form included in Section III.
ITB 17.2	The Bidder shall subscribe to a <i>Bid Securing Declaration</i> by signing the Bid Submission Form containing the provision with regard thereto.
ITB 18.1	Alternative bids are <i>not</i> permitted.

**D. Submission of Bids**

ITB 20.2	<p>The Employer's address for the purpose of Bid submission is:</p> <p>CHAIRMAN TENDER COMMITTEE ICT AUTHORITY, 12 CELICOURT BUILDING CELICOURT ANTELME STREET PORT LOUIS</p> <p>For identification of the bid the envelopes should indicate:</p> <p>Contract: WiFi ZONE PHASE 1</p> <p>Bidders Name clearly marked on envelopes.</p> <p>Bid Ref Number: RBD/WiFi/10-11/05</p>
ITB 21.1	<p>The deadline for submission of bids shall be before 15.45 hours on 30th November 2011.</p>

E. Bid Opening and Evaluation

ITB 24.1	<p>Bids will be opened at 16:00 hrs on 30th November 2011 at the following address: ICT Authority, 12 Celicourt Building, Celicourt Antelme Street, Port Louis.</p>
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F. Award of Contract

ITB 35.1	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank Guarantee amounting to 10% of the Contract Price.</p>
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Section III. Bidding Forms

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**Bid Submission Form**

Date:.....

Bidder's Reference No.:

Procurement Reference No:.....

To:

.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the[*name and identification number of Contract*] in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) The total price of our Bid, after discounts offered in item (d) below is:

Location of Router	Location of five workstations	Cost (Dec2011 – 2014) (Rs)
Municipal Building of Port Louis	Audio Visual Section (Library Department)	
Municipal Building of Beau Bassin/Rose Hill	Municipal Library (Olof Palme)	
Municipal Building of Quatre Bornes	Sodnac Social Centre	
Municipal Building of Vacoas/Phoenix	Malcolm de Chazal Municipal Building (Town Hall Library)	
Municipal Building of Curepipe	Charles Regnaud Multi purpose Complex	
Triolet Village Council Building	Triolet Village Council Building	
Quartier Militaire District Council Building	Mare La Chaux Village Council Building	



Rose Belle District Council Building	New Grove District Council Library	
Flic en Flac Village Hall	Bambous Library	
Marechal Youth Advisory Bureau	Marechal Youth Advisory Bureau	

N.B: Costing should be inclusive of the one-off cost (installation) and the running cost (maintenance)

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of _____ 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;
- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
- (h) We are not participating, as a Bidder in more than one bid in this bidding process.
- (i) 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;
- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5 *[use/tick one of the two options]*;
- (k) 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 contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (l) We understand that this bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative: _____



Name:

In the capacity of:

Signed:

Duly authorized to
sign the Bid for and on
behalf of:

Date:

Seal of Company



Qualification Information

1. Individual Bidders

- 1.1 Constitution or legal status of Bidder:
 Place of registration:
 Principal place of business:
 Power of attorney or other acceptable document of signatory of Bid:
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS:
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.



Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.



Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (k) of the Bid Submission Form:

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, 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 (*insert name of public body*) 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.

.....
(Authorised signatory)

.....
(Authorised signatory)



Part II – Activity Schedule



Section IV. Activity Schedule

ICT AUTHORITY WIFI ZONE PHASE 1

Background

Licensed Internet Service Providers (ISPs) operating in Mauritius for supply, installation, commissioning and maintenance of five workstations with internet access and the WIFI zone at municipal councils and district councils in Mauritius and an administrative building in Rodrigues as identified by the Rodrigues Regional Assembly in Rodrigues are invited to tender for the following works in accordance with the instructions set forth below:

1. Tenders are being invited for the **SUPPLY AND INSTALLATION OF FIVE WORKSTATIONS WITH INTERNET ACCESS PER SITE AND THE WIFI ZONE IN EACH OF THE FIVE MUNICIPAL COUNCILS AND FOUR, DISTRICT COUNCILS IN MAURITIUS AND THE ADMINISTRATIVE BUILDING IN RODRIGUES.**
2. The Tenderers shall check all documents for completeness against the table of contents and shall check all pages of the Tender Documents. 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:

THE CHAIRMAN TENDER COMMITTEE
ICT AUTHORITY,
LEVEL 12, THE CELICOURT BUILDING
6, SIR CELICOURT ANTELME STREET
PORT LOUIS

but not later than 10 days prior to the date set for the closing of the 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 Chairman Tender Committee, ICT Authority either on response to the request from prospective Tenderers for explanations or for other reasons. Each addendum will be issued to all Tenderers to whom the Tender Document has 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 Tender Documents to the tenders which should have been rectified in the manner described above.

3. All Tender Documents and correspondence shall be drawn up in English only.
4. Tenderers shall complete all necessary sections and place them in an envelope addressed to the Chairman Tender Committee, ICT Authority.
5. The envelope shall be sealed and the name and address of the Tenderer as well as the name of the project and Procurement Reference No: RBD/WiFi/10-11/05.marked thereon, and it shall be addressed to:

THE CHAIRMAN TENDER COMMITTEE
ICT AUTHORITY,
LEVEL 12, THE CELICOURT BUILDING
6, SIR CELICOURT ANTELME STREET
PORT LOUIS

and deposited in the Tender Box situated at the ICT AUTHORITY at the above mentioned address before **15:45 hours on 30th November 2011.**

N.B. TENDERS WILL NOT BE ACCEPTED BY FAX.

6. Tenderers are required to submit their Tender on a fixed Price basis indicating clearly the detailed Price for each specific SITE whereby they agree to execute all the works



referred to in Section III for a fixed sum in respect of one or more SITES which is to include for all possible increase in labour, materials, freight, transport, fuel, changes in exchange rate, taxes including VAT, etc.

7. In order to secure the due performance by Bidders of the obligations undertaken by them, the Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
8. The Bid Submission Form and other Bidding Documents including the Qualification Form must be completed in every respect. Any conditions attached to the Bidding Documents will be liable to rejection. Any Tender, which is incomplete, will not be considered.
9. All recipients of these Bidding Documents (whether a Bid is submitted or not) shall treat the detail of the Documents as private and confidential.
10. The ICT Authority shall not be responsible for or pay any expenses or losses, which may be incurred by a Bidder in the preparation and submission of the Tenders or in visiting the sites in connection therewith.
11. The successful Bidder will also be required to provide a bank guarantee for the good performance of the contract (Performance Security) equivalent to 10% of the Contract Price. **The Performance Security should be valid for six (6) months.**
12. Bidder'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.
13. Where successful Bidder fails to start operations within the period specified in the contract, the ICT Authority shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to



1% of the contract sum per week or part thereof of the delay until actual start up of operations, up to a maximum deduction of 10 % of the contract sum. Once the maximum is reached, the ICT Authority may consider the termination of the contract. Notwithstanding the above, the ICTA, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, may terminate this contract in whole or in part:

- where the bidder fails to start operations within the period specified in the contract or within any extension thereof granted by the ICTA; or
- where the bidder fails to perform any other obligation(s) under the contract.

14. The Bidder will be required so far as may be consistent with his obligations under the contract to make the maximum possible use of indigenous commodities and Mauritian technicians and labour.

15. The Bidder shall ensure that his Bid is arithmetically correct in all respects. Should at anytime, 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 Bid Price, the increase shall not be allowed and the rates shall be adjusted accordingly.

16. Notification of Award of Contract shall be made by the Executive Director, ICT Authority.

17. The ICT Authority reserves the right to split, accept or reject any tender 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 Bidder or any obligation to inform the Bidder of the grounds for its action.

18. Until a formal agreement is prepared and executed, the Bidder or Bidders together with the written acceptance of the ICT Authority shall constitute a binding contract between the ICT Authority and Tenderer.



19. The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial/professional practices are to prevail and that only top quality services are to be provided. All interpretations of the specifications shall be made upon the basis of this statement.
20. The bid must be signed by one person duly authorised to do so. A Tender submitted by a corporation must bear the seal of the corporation and be attested by its Secretary. A bid submitted by joint ventures of two or more firms must be accompanied by the Document of formation of the joint-venture duly registered by witness sworn statements Notary Public or other Official deputised by witness sworn statements in which is defined precisely the conditions under which the joint-venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint-venture and other information necessary to permit a full appraisal of its functioning.
21. **Terms of Payment:**
- (i) 90% of Contract Value after delivery, installation commissioning and acceptance of project.
 - (ii) The **remaining 10% of the contract value** shall constitute a retainer that will be disbursed after one year. However, this amount can be released against the submission of a bank guarantee valid up to the end of the first year period. The retainer shall be an advance payment bond that will only be disbursed to the contractor upon the successful execution of the agreement as per the conditions.



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

I/We the undersigned have read the above activity schedule to Tenderer and acknowledge the same.

CONTRACTOR:

SIGNATURE:

NAME:

DESIGNATION:

DATE:



Section V. Scope of Service and Performance Specifications

1. Introduction

In line with the Government policy to democratise access to ICTs, the Information and Communication Technologies Authority pursuant to the provisions under sections 16(a), 18(1)(a) and 21(1)(b) of the ICT Act 2001, as amended, is proposing to fund, out of the Universal Service Fund (USF), the setting up of ten WIFI zones at each of the five municipal councils and four district councils in Mauritius and an administrative building in Rodrigues with a view to offering free Internet Access to the public and the implementation of five workstations with internet access at designated locations (Annex 2).

Through the WIFI network project, Government intends to make access to the Internet a basic citizen's right in the long run.

2. Service Provision

Bidders, who shall be Internet Service Providers licensed under section 24 of the ICT Act 2001, as amended, are invited to submit proposals for the supply, installation commissioning and maintenance of five computers with internet access and the WIFI zone in the above- mentioned SITES and as listed in Annex 2.

The Bid Submission Form enclosed shall be filled by all bidders.

A formal agreement will be entered between the successful bidder(s) and the ICT Authority as per copy annexed in respect of one or more SITES.



3. Networking Infrastructure

- a. **It is required that a licensed Internet Service Provider network be used. Describe the national networking infrastructure you propose to use.** Do you own and operate a national IP backbone? If not, whose network do you propose to use? At what speed does the backbone network operate?
- b. **It is required that the links attached to different locations to provide alternate paths in case of an outage in one link.** Describe how backup circuits, redundant services or diverse routing be used to ensure that access will never be out of service.
- c. **It is required that you provide a map of the national Internet infrastructure you propose to use showing the proposed network topology including national interconnection points.** Please show the specific links and access points proposed for use.
- d. **It is desirable that the circuits be dedicated to the "WIFI" network.** Please state whether the links will be shared with other customers.
- e. **The Five workstations will be connected to the internet for 'free internet access' to the population.** Indicate your method for providing installation and managing this service. See Annex 2 for location of this service.



4. Access capacity

- a. **It is required that a broadband Internet access of a minimum of 2,048 Kbps (2mb) service be made available to each WIFI SITE.** Indicate your ability to provide such services. Describe the technology used to provide the proposed circuit or wireless link or a combination of both.
- b. **It is compulsory that a ‘capping system on download capacity’ be adopted upon implementation of the WIFI project; where a maximum of up to 10MB be made available.** Indicate how this measure will be tackled and your ability in providing this service.
- c. **It is obligatory that a no ‘video streaming’ policy be adopted.** Indicate how this issue will be tackled.
- c. **The coverage area from the WIFI router will be on a radius of between (50 – 100) metres depending on the Specific SITES.** Describe your capacity in providing this service in conformity to the security measures.

5. General

5.1 Support Services

The successful bidder should ensure that any Internet connectivity problem should be cleared within one working day, which is the maximum downtime, allowed for any specific WIFI SITE.

5.2 References & Technical Support Team

A company profile of the bidder in Mauritius as well as a list of the technical support staff and their respective qualifications and experience should be provided.

Bidders are requested to mandatorily fill in the tables (Annex 1) in this respect.



5.3 Financial Proposal

Bidders shall submit their financial proposal for EACH OF THE TEN SPECIFIC SITES on the Bid Submission Form enclosed. Prices will be inclusive of all applicable duties and taxes.

Bidders are required to submit their financial proposals in Mauritian rupees and on a fixed price basis, i.e. no adjustment shall be made for fluctuations in prices of materials, labour, freight, travelling, fuel, exchange rates and transport.

5.4 Evaluation Procedure

Bidders should have at least two reference sites, if any, where they have supplied, installed and configured a similar system to be eligible for this exercise. It is mandatory for Bidders to fill in the table at Annex I (Customer reference sites) in this respect.

Proposals will be evaluated based on the following criteria:

- a. Technical Rating of proposed solution (75%)
- b. Experience of Bidder & Technical Support Staff (25%)

Bids will be ranked according to overall cost/marks ratio for each specific SITE. The lower the ratio, the better the proposal.

5.5 Rejection of Bid

The ICT Authority may reject any bid if:

- i. the tender fails to comply with the specifications; or
- ii. proposals are accompanied by incomplete financial summary sheet; or
- iii. the bidder fails to quote for any one item; or
- iv. the document submitted in support of a bid fails to comply with the provisions in this tender specifications document; or
- v. the bidder fails to provide all relevant certificates; or
- vi. the technical table is incomplete or is not submitted.



5.6 Reply of tender

Bidders are requested to reply to the tender in the same order as set out in this document. All supporting documents and brochures will have to be suitably annexed with clear cross-referencing.

5.7 Proposals

- Any option/proposal should be bundled as a complete separate proposal in a separate document along with its corresponding technical table and financial summary sheet.
- One single document containing more than one option/proposal may not be considered.

5.8 Implementation Plan

Bidders will have to submit a detailed implementation plan for each specific SITE.

The ICT Authority will sign a Service Level Agreement with the successful bidder(s) as part of the contract of the service. A copy of the proposed Service Level Agreement should be included in the bid. This should include, amongst others, the guaranteed overall percentage uptime, the timeframe proposed to respond to problems and the response guarantees and problem escalation processes.



Annex 1

Profiles of Technical Support Staff & reference sites

Profile of TECHNICAL support staff

Person		Qualifications			Experience			Date of appointment
Name	Designation	Date	Institution	Qualifications	Company	Duration (man years)	Nature of work	

**Annex 2**

Local Authority	SITE or WiFi Router Location	Coordinates for WiFi Access Point	Location of PCs	Contact Person	Contact Details
Municipal Council of Port Louis	Municipal Building of Port Louis	S 20°10'03'' / E 57°30'21''	Audio Visual Section (Library Department)	Mr S. Protab	213 – 1576
Municipal Council of Beau Bassin/Rose Hill	Municipal Building of Beau Bassin/Rose Hill	S 20°14'24'' / E 57°28'18''	Municipal Library (Olof Palme)	Mr R. Ramsamy	454 – 9500/ 775 – 8900
Municipal Council of Quatre Bornes	Municipal Building of Quatre Bornes	S 20°15'54'' / E 57°28'44''	Sodnac Social Centre	Mr P. Wong	454 – 5626/ 255 – 5356
Municipal Council of Vacoas/Phoenix	Municipal Building of Vacoas/Phoenix	S 20°18'00'' / E 57°29'27''	Malcolm de Chazal Municipal Building (Town Hall Library)	Mrs N. Soopun – Jeetoo	787 – 3113
Municipal Council of Curepipe	Municipal Building of Curepipe	S 20°19'09'' / E 57°31'30''	Charles Regnaud Multi purpose Complex	Mr E. Louise	759 – 2874
Pamplemousses/Riviere du Rempart District Council	Triolet Village Council Building	S 20°03'37'' / E 57°33'02''	Triolet Village Council Building	Mr S. Sookhit	266 – 2014
Moka Flacq District Council	Quartier Militaire District Council Building	S 20° 14'53.3'' / E 57°35'31.5''	Mare La Chaux Village Council Building	Mr V. Koonja	435 – 5531
Grand Port/Savanne District Council	Rose Belle District Council Building	S 20°24'04'' / E 57°35'57''	District Council Library at New Grove	Mr K. Ramlowat	786 – 4451
Black River District Council	Flic en Flac Village Hall	S 20°24'04'' / E 57°35'57''	Bambous Library	Mrs N. Hossenally	452 – 0304 / 760 – 8325
Rodrigues	Marechal Youth Advisory Bureau	S 19°43'47'' / E 63°23'45''	Marechal Youth Advisory Bureau	Cmmr C. Agathe	831 – 0804 / 875 – 3808



Part III – Conditions of Contract and Contract Forms



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Section VI. General Conditions of Contract

A. General Provisions

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.(b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;(c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer(d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.2;(f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.(g) “Employer” means the party who employs the Service Provider(h) “Foreign Currency” means any currency other than the currency of the country of the Employer;(i) “GCC” means these General Conditions of Contract;(j) “Government” means the Government of the Republic of Mauritius;(k) “Local Currency” means Mauritian Rupees;(l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge”
------------------------	--



	<p>means the entity specified in the SCC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;</p> <p>(m) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>(n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>(o) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;</p> <p>(p) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer</p> <p>(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(r) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer</p> <p>(s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.</p> <p>(t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</p>
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of Mauritius.
1.3 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address specified in the SCC.



1.5 SITE	The Services shall be performed at such locations as are specified in Annex 2, in the specifications and, where the location of a particular task is not so specified, at such locations, in Republic of Mauritius, as the Employer may approve.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC .
1.7 Inspection and Audit by the Public Body	The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Latter.
1.8 Taxes and Duties	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.



2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative



	measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.6 Termination	
2.6.1 By the Employer	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none">(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;(b) if the Service Provider become insolvent or bankrupt;(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none">(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,



	<p>including to influence improperly the actions of another party;</p> <p>(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;</p> <p>(v) “obstructive practice” is</p> <p>(aa) 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.</p> <p>(d) In case the liquidated damage reaches the maximum as per sub-clause 3.10.1.</p> <p>(e) Notwithstanding the above the Employer may terminate the contract for its convenience after giving a prior notice of 30 days.</p>
2.6.2 By the Service Provider	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>



2.6.3 Payment upon Termination	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none">(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.
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3. Obligations of the Service Provider

3.1 General	The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
3.1.1 Service Provider Not to Benefit from Commissions and Discounts.	The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
3.1.2 Service Provider and Affiliates Not to be Otherwise Interested in Project	The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.1.3 Prohibition of Conflicting Activities	Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Republic of Mauritius which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active



	<p>duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
3.2 Confidentiality	<p>The Service Provider and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.</p>
3.3 Assignment	<p>The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.</p>
3.4 Indemnification	<p>The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.</p>
3.5 Insurance to be taken out by the Service Provider	<p>(a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.</p> <p>(b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.</p>



	<p>(c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.</p> <p>(d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:</p> <p>(i) Name the Employer as additional insured;</p> <p>(ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;</p> <p>(iii) Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.</p>
3.6 Service Provider's Actions Requiring Employer's Prior Approval	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be specified in the SCC.</p>
3.7 Reporting Obligations	<p>The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.</p>
3.8 Documents Prepared by the	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the</p>



Service Provider to Be the Property of the Employer	property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC .
3.10 Liquidated Damages	
3.10.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.10.2 Correction for Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
3.10.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC .
3.11 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the



	Contract.
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4. Service Provider's Personnel

4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
4.2 Removal and/or Replacement of Personnel	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have:</p> <ul style="list-style-type: none">(i) committed serious misconduct or have been charged with having committed a criminal action, or(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, <p>then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>



5. *Obligations of the Employer*

5.1 Assistance and Exemptions	The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. *Payments to the Service Provider*

6.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
6.2 Contract Price	(a) The price payable in local currency is set forth in the SCC.
6.3 Payment for Additional Services, and Performance Incentive Compensation	6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
6.4 Terms and Conditions of	6.4 Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization,



Payment	Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Mauritius for the same amount, and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Interest on Delayed Payments	6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
6.7 Dayworks	6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way. 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed. 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2
6.8 Labour Clause	6.8.1(a) The remuneration and other conditions of work of the employees of the Service Provider shall not be less favourable than those established for work of the same character in the trade concerned- <ul style="list-style-type: none">(i) by collective agreement applying to a substantial proportion of the employees and employers in the trade concerned;(ii) by arbitration awards; or(iii) by Remuneration Orders. (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by



employers whose general circumstances are similar.

6.8.2 No Service Provider shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:

- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

6.8.3 Where the Executive Director of the Employer is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.

6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.



7. Quality Control

7.1 Identifying Defects	The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC . The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC .
7.2 Correction of Defects, and lack of Performance Penalty	<p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3</p>



8. Settlement of Disputes

8.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Settlement	<p>8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.</p> <p>8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>8.2.3 The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.</p> <p>8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.</p> <p>8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.</p>



Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The contract name is <i>WiFi Zone Phase 1</i>
1.1(g)	The Employer is <i>Information & Communication Technologies Authority</i>
1.1(o)	The Service Provider is
1.4	<p>The addresses are:</p> <p>Employer: <i>Information & Communication Technologies Authority</i></p> <p>Attention: The Chairman Tender Committee</p> <p>Facsimile: 211 9444</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: The Chairman Tender Committee</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is
2.2.2	The Intended Starting Date for the commencement of Services is before end of December 2011.
2.3	The Intended Completion period should be by latest during the 1 st week of March 2012.



3.2.3	Activities prohibited after termination of this Contract are: <i>No disclosure of any information in connection to the employer.</i> <hr/>
3.10.1	The liquidated damages rate is <i>0.05 percent (0.05%)</i> per day. The maximum amount of liquidated damages for the whole contract is <i>5 percent (5%)</i> of the final Contract Price.
3.10.3	The percentage to be used for the calculation of Lack of performance Penalty/(ies) is <i>10 percent (10%)</i> . The Defects Liability Period is one working day upon receipt & transmission of complaint.
6.2(a)	The amount in local currency is MUR
6.4	Payments shall be made according to the following schedule: (i) 90% of Contract Value after delivery, installation, commissioning and acceptance of project. (ii) The remaining 10% of the contract value shall constitute a retainer that will be disbursed after one year. However, this amount can be released against the submission of a bank guarantee valid up to the end of the first year period. The retainer shall be an advance payment bond that will only be disbursed to the contractor upon the successful execution of the agreement as per the conditions.
6.5	Payment shall be made within <i>30 days</i> of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>60 days</i> in the case of the final payment. The interest rate is <i>legal rate</i> .