



**Multi Carrier (Mauritius) Ltd**  
Corner Malherbes & Clément Charoux Streets,  
Curepipe

**Date: 19<sup>th</sup> November 2021**

**Dear Sir/Madam**

**Subject: Invitation to Bid for the provision of Waterproofing Works at MCML Main Transmitter Station in Curepipe.**

**Procurement Reference: "QUO/21/Waterproofing Works/13"**

**Multi Carrier (Mauritius) Ltd**, (hereinafter referred to as **MCML**) is inviting bids from eligible and qualified local Contractors for the provision of Waterproofing Works at its main transmitter station located at corner Clement Charoux & Malherbes Streets in Curepipe.

- 1) In preparing their Bids, prospective bidders must strictly adhere to all the requirements of the **"Instructions to Bidders"** section. All documents and forms requested should be duly filled, signed, stamped and submitted with the Bid. Any missing documents and not adhering to any instructions given may entail the rejection of bids submitted.
- 2) The Bid shall remain valid for a period of Ninety **(90)** days as from the deadline for submission of bids.
- 3) All Bids bearing Procurement reference: **"QUO/21/Waterproofing Works/13"** shall be deposited in the "Tender Box" located at **MCML Main Transmitter Station**, corner Clement Charoux & Malherbes Streets, Curepipe at latest by **20<sup>th</sup> December 2021 at 15hr00.**Late bids will be rejected.
- 4) All queries and clarifications with respect to the Bidding Documents must be addressed to **MCML** on the email address [queries@multi-carrier.net](mailto:queries@multi-carrier.net) not later than **6<sup>th</sup> December 2021.**
- 5) Responses to queries, without mentioning the source/s of the queries, will be posted on MCML website ([https:// multi-carrier.govmu.org](https://multi-carrier.govmu.org)) as and when they will be available. It is the responsibility of prospective bidders to consult MCML

website on a regular basis for responses to queries and for any addendum that may be posted with regards to this RFQ. MCML shall bear no liability against those prospective bidders who fail to take notice of addenda and responses to queries posted on its web site.

- 6) The desired project completion period for the whole Scope of Works is **twenty (20) working days**.

**Yours faithfully**  
**Multi Carrier (Mauritius) Ltd**



**MULTI CARRIER (MAURITIUS) LIMITED**

**OPEN NATIONAL BIDDING**

**REQUEST FOR SEALED BIDS**

**FOR THE**

**PROVISION OF WATERPROOFING WORKS AT MCML MAIN**

**TRANSMITTER STATION IN CUREPIPE**

**Procurement Reference No: “QUO/21/Waterproofing Works/13”**

**Issued on: 19<sup>th</sup> November 2021**

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**Request for Sealed Bids for the provision of Waterproofing Works at MCML Main Transmitter Station in Curepipe.**

***Procurement Ref: “QUO/21/Waterproofing Works/13”***

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**SECTION ONE - INTRODUCTION**

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**1.1 Company Profile**

**Multi Carrier (Mauritius) Limited** (MCML), established in 2001, is a state owned enterprise and is the sole provider of terrestrial broadcasting services in the Republic of Mauritius which includes Rodrigues and outer islands. MCML broadcast terrestrial radio and television programmes for the Mauritius Broadcasting Corporation (MBC) and private operators in the VHF and UHF broadcast bands. **MCML** currently operates three DVB-T Multiplexes, nine FM Stereo Radio channels and three AM Radio channels in the Republic of Mauritius and also provides backhaul and collocation facilities to telecom operators on its networks and transmission infrastructures. It operates under the aegis of the Prime Minister’s Office and more information on the company is available on its website: ([https:// multi-carrier.govmu.org](https://multi-carrier.govmu.org)) .

**1.2 Purpose and Scope**

The purpose of these Bidding Documents is to invite **eligible and qualified local Contractors** to bid for the provision of waterproofing works at MCML Main Transmitter Station in Curepipe.

The Scope of the bidding exercise is to procure services for waterproofing works to be performed on the roofs and walls of the building at MCML Main Transmitter Station as per the Scope of Works in **Section Four** in these Bidding Documents.

## SECTION TWO-DEFINITIONS

### 2.1. Definitions of terms

The following definitions shall apply to all the following terms contained in the Bidding Documents:

“Bid”	means a Bidder’s response to the Bidding Exercise, which includes all of the documentation necessary to satisfy the requirements of the Bidding Documents. it has the same meaning as “Proposal” and these words are used interchangeably.
“Bidder”	means any legal entity that submits a Bid in response to this Bidding Exercise.
“ <b>MCML</b> ”	means <b>Multi Carrier (Mauritius) Ltd</b> , the issuer of these Bidding Documents and also referred to as “the Purchaser”.
“Bidding Documents”	means these Bidding Documents inclusive of all Annexes, Schedules and any addendum that may be issued by <b>MCML</b> .
”Contractor”	means the bidder to whom the Contract has been awarded.
“Main Transmitter Station”	means the site on which the waterproofing works are to be performed.

### 2.2. Definitions of Compliance

The following identification is used to indicate the level of compliance required.

<b>(M)</b> Mandatory	The requirement must be fully met and supported, or else bidder’s proposal will be disqualified and rejected.
<b>(P)</b> Preferred	The requirement is highly desirable but is not an absolute requirement of the bidder’s proposal.
<b>(O)</b> Optional	This feature may be an added benefit but non-provision does not affect the bidder’s proposal.



### 2.3. Bidder's response to Instructions

<b>Full compliance</b>	<b>FC</b>	FC means that the requirement of the Bidding Documents is fully met without any deviation.
<b>Partial compliance</b>	<b>PC</b>	PC means that the requirement of the Bidding Documents is only met partially. The bidder must clearly state all deviations from that specified in the Bidding Documents.
<b>No compliance</b>	<b>NC</b>	NC means that the bidder does not fulfil the requirement of the Bidding Documents in any way.
<b>Alternative option</b>	<b>AO</b>	Bidders should identify their response as AO when they wish to propose an alternative that may fulfil the requirement of the Bidding Documents. A detailed explanation of the alternative is required and bidders must use the "Deviation Statement Form" provided at Annex 3 for submission.

### 2.4. Contents of the Bidding Documents

The Bidding Documents consists of:

- a) Five Sections, namely Section One to Section Five, and
- b) Annex 1 – **Clause by Clause /Technical Compliance Table** (to be filled, signed and stamped before submitting in the **Technical Bid**).
- c) Annex 2 – **Commercial Compliance Table** (to be filled, signed and stamped before submitting in the **Commercial Bid**).
- d) Annex 3 – **Deviation Statement Form**. (to be filled, signed and stamped before submitting in both Technical and **Commercial Bid**).
- e) Annex 4 – **Price Schedule Form**. (to be filled, signed and stamped before submitting in the **Commercial Bid**).
- f) Annex 5 – **Bid Form** (to be filled, signed and stamped before submitting in the **Commercial Bid**).

## **SECTION THREE-INSTRUCTIONS TO BIDDER (ITB)**

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**IMPORTANT NOTE:** Prospective Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required may result in the rejection of a bid.

### **3.1 Responsibilities of Bidders**

3.1.1 Bidders shall check all documents for completeness against the table of contents at **Sub Clause 2.4** above and all pages of the Bidding Documents. In the event the Bidder finds any error, mistake or discrepancy, any page missing or in duplicate or any figure or wording indistinct, or be in doubt as to the true meaning of any part of the Bidding Documents, he shall **no later than 6<sup>th</sup> December 2021** notify the Purchaser, on email address: [queries@multi-carrier.net](mailto:queries@multi-carrier.net).

### **3.2 Profile of the right bidder**

3.2.1 The prospective bidder must have extensive experience in the provision of waterproofing services.

3.2.2 The Bidder shall also have the qualification and financial capacity for the execution of projects of nature and complexity comparable to the proposed project herewith requested in the Bidding Documents. It should have key personnel possessing good and sufficient knowledge and experience in the provision of waterproofing services.

3.2.3 To be eligible and qualified to participate in this bid exercise, the Bidder:

- a) shall not be under a declaration of ineligibility by the Government of Mauritius at the date of the deadline for bid submission or thereafter; (Links for checking the ineligibility lists are available on the Public Procurement Office website: [ppo.govmu.org](http://ppo.govmu.org))
- b) Should have the legal capacity to enter into a contract;
- c) Should not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- d) must have staff with the relevant expertise and proven experience of at least five years in the provision of waterproofing services.
- e) experience in the provision of waterproofing services of a similar nature and

size during the last five (5) years.

- f) Must be registered with the **Construction Industry Development Board (CIDB)** in accordance with the CIDB Act 2008 **as a Waterproofing Contractor in the grade for the bid amount tendered.**

### **3.3 Documents evidencing bidders' eligibility and qualification**

3.3.1 To show that it possesses the above-mentioned qualities, Bidders are required to submit, at the time of tendering in their Technical Proposal, the following documents as evidence of their eligibility and qualification:

- a) Brief Company Profile;
- b) Certificate of Registration of the business valid at least for the current year;
- c) Signed Self-declaration Certificate of having the legal capacity to enter into a contract;
- d) Signed Self-declaration Certificate not to be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up at the time of submission of the Bid;
- e) Signed Self-declaration Certificate of having been in the business of the provision of waterproofing services during at least the past five (5) years.
- f) Copies of Letter of Award of Contracts, Contract Completion Certificates, etc. as proof of having executed successfully at least three (3) contracts for similar works during the past five (5) years. Company names and contact persons as well as contact numbers should be mentioned on the documents. **MCML** reserves the right to contact the persons indicated in the documents for further information.
- g) Certified copy of Registration Certificate issued by the Construction Industry Development Board (CIDB) in accordance with the CIDB Act 2008 certifying that the bidder is registered as a **Waterproofing Contractor in the grade for the bid amount tendered.**

**Important Note:** Bidders must include all the information and documents listed above with their bids. If, after opening of bids, it is found that any document is missing, the Purchaser may request the submission of that

document subject to **Clause 3.4**. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

### **3.4 Non-conformities, Omissions/Errors**

3.4.1 Provided that a bid is substantially responsive, the Purchaser may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify non-material and non-conformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the quoted price.

3.4.2 Bidders are advised to study the Bidding Documents very carefully before finalising their offer for submission. The onus is on the Bidder to ensure that a complete offer for the whole “Scope of Works” is submitted. The Purchaser may not entertain any request made after the bidding exercise has been closed or submission of additional quotes for items left out in the original submission on any grounds whatsoever. The Bidder shall be solely responsible for all omissions/errors in its Bid.

### **3.5 Correcting Errors**

3.5.1 There shall be no erasing or overwriting and any mistake, which is corrected, shall be initialled by the Bidder.

### **3.6 Language of Bid and Documents**

3.6.1 The Bids prepared by Bidders and all correspondences and documents relating to this procurement shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the submission, the English translation shall govern.

### **3.7 Clarification of Bidding Documents**

3.7.1 A prospective bidder, requiring any clarification on the Bidding Documents shall notify the Purchaser at the mailing address [\*\*queries@multi-carrier.net\*\*](mailto:queries@multi-carrier.net) at latest on **6<sup>th</sup> December 2021**.

3.7.2 Bidders are required to keep watch on MCML web site w.r.t. to clarifications

to queries raised by prospective bidders or any amendment made to the Bidding Documents until a day prior to the closing date of the Bidding Exercise.

- 3.7.3 Enquiries by telephone shall not be entertained.
- 3.7.4 Any clarification issued by MCML in response to query raised by prospective bidders shall form an integral part of the Bidding Documents and it may amount to an amendment of relevant clauses of the Bidding Documents.
- 3.7.5 MCML reserves the right for rejection of bids if the bids are submitted without taking into account clarifications and/or amendments

### **3.8 Amendment of Bidding Documents**

- 3.8.1 At any time prior to the deadline for submission of bids, the Purchaser may modify the Bidding Documents by amendments for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder.
- 3.8.2 Any addendum issued shall be part of the Bidding Documents and shall be posted on MCML web site. Bidders are required to keep watch on MCML website w.r.t. any amendment to the Bidding Documents until a day prior to the closing date of the Bidding Exercise.
- 3.8.3 In order to afford prospective bidders a reasonable time to consider the amendment/s in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids accordingly.

### **3.9 Completion of the Project**

- 3.9.1 The desired project completion period for the whole Scope of Works is **twenty (20) working days**.
- 3.9.2 The bidder is required to submit, **in its Technical Proposal**, a **Gantt chart-based project plan for the waterproofing works** showing the completion of the major tasks on a daily basis within the proposed project time schedule.

### **3.10 Period of Validity of Bids**

- 3.10.1 Bids shall remain valid for a period of Ninety **(90)** days after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 3.10.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their

bids. The request and the responses shall be made in writing. A Bidder granting the request will not be permitted to modify its bid.

### **3.11 Preparation of Bids**

3.11.1 Each proposal should be prepared simply and economically, providing a straight forward concise description of the Respondent's approach and ability to meet MCML's needs as stated in these Bidding Documents. Failure to comply with the requirements contained in the Bidding Documents may be cause for rejection of a Proposal.

### **3.12 Compliance tables**

3.12.1 Bidders must submit a duly filled, signed and stamped compliance table for both the Technical and Commercial Bids in the formats provided at **Annex 1 & 2** respectively. The statements of compliance are intended for bidders to state whether the meaning of a section/clause has been understood and noted, where only such a response is required, or whether or not the particular requirement is complied with in which case a firm statement in the affirmative or negative shall be provided.

3.12.2 Bidders must pay particular attention to **mandatory requirements of the Bidding Documents** and material failure to meet those requirements may result in the disqualification of the bids. Any deviation or exception from the Bidding Documents specifications must be clearly identified by the Respondent in the bid. Statement of deviations and alternatives proposed will be assessed for acceptability.

3.12.3 Bidders **are not allowed to modify** the Compliance Tables at Annex 1 & 2. Information requested must be filled in the forms without any modification.

### **3.13 Bid Format**

3.13.1 The bidder is required to submit its bid as a **Technical Proposal** and a **Commercial Proposal** in separate **sealed** envelopes.

3.13.2 The **Technical Proposal** shall contain the following documents:

- (i) All the documents evidencing the bidders' eligibility and qualification as requested in **Clause 3.3** above.
- (ii) The duly filled, signed and stamped Clause by Clause/Technical Compliance Table at **Annex 1**.
- (iii) The duly filled Deviation Statement Form at **Annex 3**

- (iv) A Gantt chart-based project plan for the completion of the works.
- (v) Product Data Sheets and brochures, Manufacturer's installation instructions and specifications literatures, etc. for the proposed double layer waterproofing system.
- (vi) Product Safety Data sheets for proposed double layer waterproofing system.
- (vii) Material Safety Data Sheets for the proposed waterproofing chemicals, compounds, etc. to be used.
- (viii) A Method Statement describing in some detail the proposed double layer waterproofing system and installation procedure on the roof surfaces.
- (ix) A Method Statement describing in some detail the proposed method for waterproofing on the external surfaces of the walls of the building and kiosk, facing the 98m high Television tower.

**Note Well: No pricing information shall be included in the Technical Proposal**

3.13.3 The **Commercial Proposal** shall contain the following documents:

- (i) The duly filled, signed and stamped Commercial Compliance Table at **Annex 2**.
- (ii) The duly filled, signed and stamped Price Schedule Form at **Annex 4**.
- (iii) The duly filled, signed and stamped Bid Form at **Annex 5**.
- (iv) A statement that the bidder accepts the Purchaser's **mandatory** term of payment with regard to the 10% Retention money.

**Note: Failure to submit the Technical And Commercial proposals in separate sealed envelopes shall result in an automatic disqualification of the bid.**

### **3.14 Sealing and Marking of Bids**

3.14.1 The bidder must submit its Technical and Commercial Proposals **separately** in two separate sealed envelopes clearly marked "**TECHNICAL PROPOSAL**" and "**COMMERCIAL PROPOSAL**" respectively. The two envelopes must also be marked with the Purchaser's Procurement Reference Number at the top left hand corner and the Bidder's name and address at the back. The two envelopes must be enclosed in a bigger envelope which shall also be marked with the Purchaser's Procurement Reference Number at the top left hand corner and the Bidder's name and

address at the back and addressed to the **Chief Executive Officer, Multi Carrier (Mauritius) Ltd, cnr Malherbes & Clement Charoux Streets, Curepipe.**

### **3.15 Deadline for Submission of Bids**

3.15.1 Bids should be deposited in the Tender Box located at Multi Carrier (Mauritius) Ltd, cnr Malherbes and Clement Charoux Streets, Curepipe, **not later than 20<sup>th</sup> December 2021 at 15.00 hrs.** Delivery of the bid by fax, email or Post will not be accepted.

### **3.16 Late Bids**

3.16.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids as stipulated in **Clause 3.15** above. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late and rejected.

### **3.17 Clarification of Bids received**

3.17.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing.

3.17.2 No change in the prices or substance of the bid shall be sought, offered, or permitted, except for the correction of arithmetic errors discovered by the Purchaser during the evaluation of the bids.

3.17.3 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

### **3.18 Site visit and Examination of the site**

3.18.1 A **mandatory site visit** for the survey and examination of the site has been scheduled on **30<sup>th</sup> November 2021**, weather permitting. Interested bidders are requested to confirm their participation in the scheduled site visit by calling MCML on telephone number 670 8585 by **29 November 2021** during office hours (**between 9am and 4 pm**).

3.18.2 All prospective bidders attending the site visit shall be required to conduct a complete survey and examination of the roofs and walls of the Main



Transmitter Station building, which require waterproof treatment to make themselves thoroughly acquainted with the extent of the Works required and obtain for themselves all information that may be necessary for the preparation of their Bid.

- 3.18.3 A pre-bid meeting shall be held after the survey during which prospective bidders shall be required to inform the Purchaser of any discrepancy/ies which they have identified during the survey with regard to the Scope of Works in the Bidding Documents. Bidders may also ask for clarifications with regard to the Bidding Documents during the pre-bid meeting.

**Note Well: Only bidders who participate in the mandatory site visit and pre-bid meeting in its entirety will be allowed to submit a bid.**

### **3.19 One Bid per Bidder**

- 3.19.1 Each bidder shall submit **only one bid.** A bidder who submits or participates in more than one bid will cause all the proposals with the bidder's participation to be disqualified.

### **3.20 Evaluation of Bids**

- 3.20.1 The Purchaser shall use only the criteria and methodologies indicated in this Clause for evaluation of bids. No other evaluation criteria or methodologies shall be permitted.
- 3.20.2 A two-stage procedure will be utilised in evaluating the bids. The first stage will be to determine the completeness of the Technical Proposals, which must contain all the documents requested at **Clause 3.3.1-** Documents evidencing bidders' eligibility and qualification of Part Three (ITB). This shall be followed by the determination of their responsiveness with regard to compliance with the Bidding Documents. Thereafter, during the second stage, only bids whose Technical bids have been found to be complete and substantially responsive, will be considered further for Commercial evaluation. During this stage, the compliances with the criteria specified in the Commercial Compliance Table at **Annex 2** will be taken into consideration as well as the price proposals of bidders.
- 3.20.3 The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding

Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (i) affects in a substantial way the scope, quality, or performance of the goods and services specified in the Contract; or
- (ii) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (iii) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- (iv) If a bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **3.21 Purchaser's Right to accept any Bid, and to reject any or All Bids**

3.21.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder(s).

3.21.2 MCML reserves the right to withdraw the Bidding Documents at any time and to choose not to select any of the Respondents, in its sole and absolute discretion.

3.21.3 MCML reserves the right:

- (i) Not to accept the lowest-priced bid;
- (ii) To waive minor defects, non-conformity or technical requirements, informalities or irregularities in the bid which does not constitute a material deviation, if the interests of **MCML** so require.

### **3.22 Bid splitting**

3.22.1 MCML reserves the right to award the whole contract to one bidder or to split it among various bidders.

### **3.23 Award Criteria**

3.23.1 The Purchaser **shall** have no obligation to award a Contract to a Bidder, even though its bid happened to be complete and substantially responsive.

### **3.24 Contract Price**

3.24.1 Bidders shall quote for the entire Scope of Works with a breakup of prices and

taxes for individual items in accordance with the Price Schedule Form at **Annex 4.**

3.24.2 Bidders must examine the Scope of Works and all addenda (if any) before submitting their Bids and shall become fully informed as to the extent, quality, type and character of operations involved in the Works. Prospective Bidders must attend the site visit to acquaint themselves with the site of the works and the exact amount of the Works within the Scope of Works of the Bidding Documents. The tenderer shall take entire responsibility in the interpretation of work scope and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature and exact quantity of the work to be executed.

3.24.3 Any items not indicated in the Price Schedule Form but which are required to complete the job as per the Technical Specifications / Scope of Works mentioned in the Bidding Documents, shall be deemed to be included in prices quoted.

### **3.25 Notification of Award**

3.25.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The Letter of Award shall specify the sum that the Purchaser will pay the Contractor (“the Contract Price”) for the execution of the Contract.

3.25.2 Until a formal contract is prepared and executed, the Letter of Award shall constitute a binding contract.

## SECTION FOUR – TECHNICAL SPECIFICATIONS

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### 4.1. General Description

4.1.1. The Main Transmitter Station building is located at the corner of Clement Charoux & Malherbes Streets in Curepipe. Its roof is of two-level with a total surface area of around **840 m<sup>2</sup>**. In addition, on top of the building is a kiosk, having a roof surface of around **10 m<sup>2</sup>**. The total combined surface area of roofs which, therefore, require new waterproofing treatment amounts to around **850 m<sup>2</sup>** (ie.840+10 m<sup>2</sup>).

4.1.2. The exterior surfaces of the walls of the building and the kiosk facing a 98m high Television Tower also require waterproofing treatment and forms part of the Scope of Works.

### 4.2. Scope of Works

4.2.1. It is proposed to carry out roof-waterproofing and wall-waterproofing works to the Main Transmitter Station building as specified below.

4.2.2. The Scope of Works is as follows:

4.2.2.1. Remove all old existing waterproofing treatments present on the whole roof surfaces (around **850 m<sup>2</sup>**).

4.2.2.2. Clean and prepare the roof surfaces in accordance with the Manufacturer's specifications for installation of the waterproofing system.

4.2.2.3. Provision of new waterproofing treatment by double-layer waterproofing system on a total combined surface area of roofs of around **850 m<sup>2</sup>**.

4.2.2.4. Remove all old existing waterproofing treatments on the exterior surfaces of walls of the building and the kiosk which face the 98m high Television Tower and, clean and prepare the surfaces for new water proofing treatment.

4.2.2.5. Provision of waterproofing treatment on exterior surfaces of the walls which have been cleaned and prepared for new waterproofing treatment as per Sub Clause 4.2.2.4 above.

4.2.2.6. Remove and cart away all wastes resulting from the Works from the premises of MCML and clean the site before handing over.

#### **4.3. Specifications of the Waterproofing System**

- 4.3.1. The roof waterproofing treatment shall be a double-layer system.
- 4.3.2. The waterproofing materials used shall be of the highest grade and consistent with the relevant European or South African, or American Standards for materials of the type used for waterproofing treatment.
- 4.3.3. The system and its installations shall conform strictly to the Manufacturer's specifications.

#### **4.4. Performance Specifications of the Waterproofing System.**

- 4.4.1. The roof waterproofing system shall be resistant to foot traffic and light concentrated loads associated with installation and maintenance operations.
- 4.4.2. The performance of the waterproofing system shall comply with European, South African, or American standards.

#### **4.5. Preparation of surfaces to receive the Waterproofing treatment**

- 4.5.1. The Contractor shall ensure that the slope of the roof surface is adequate to prevent water ponding and in accordance with the Manufacturer's specifications.
- 4.5.2. All concrete surfaces to be waterproofed shall be reasonably smooth and free from holes and projections which might puncture or otherwise damage the waterproofing system to be applied.
- 4.5.3. The surface of the roof shall also be dry and shall be thoroughly cleaned of dust and loose materials prior to the laying of the waterproofing system.
- 4.5.4. Prior to the application of the new treatment, the Contractor shall ensure that the surfaces are ready to receive the new waterproofing treatment and are according to the Manufacturer's Specifications.
- 4.5.5. It is hereby made clear that, should the waterproofing system fail to perform as required, no discharge of responsibilities shall be allowed on the grounds of the existing conditions prior to the application of the waterproofing system.

#### **4.6. Inspection of Waterproofing System.**

- 4.6.1. The waterproofing treatment shall be carried out to the satisfaction of MCML representative.
- 4.6.2. The Contractor shall ensure that the waterproofing system is free from wrinkles, buckles, blisters (trapped air) and other damage. Any damage or defects to the waterproofing system shall be corrected at the Contractor's cost, and to the MCML representative's approval.

4.6.3. The Contractor shall clean adjacent surfaces of spillage and splatterings of any adhesive materials used in the works.

4.6.4. No water ponding shall be present on the new waterproofed roof surfaces.

#### **4.7. Water Test**

4.7.1. The Contractor shall also carry out a water test, as indicated below, after completing the waterproofing works on the roof surfaces to confirm the absence of any water leakage and/or ponding.

4.7.2. The water test shall consist in filling the whole newly waterproofed roof surfaces with water (after plugging the rainwater pipes outlets) and retaining the water on the treated surface for at least for 48 hrs, or as directed by the Purchaser. Any leak/defect found shall be repaired at the Contractor's cost and another water test carried out to confirm the same to the satisfaction of the MCML's representative. The Test shall be verified and approved by the MCML's Representative.

#### **4.8. Guarantee Certificate**

4.8.1. On successful completion of the waterproofing works, the Contractor shall submit a Certificate of Guarantee against leakage, defective materials and defective installation of the completed waterproofing system during handing over. Any such defects or leakage occurring during the guarantee period shall be promptly and completely corrected, including all affected work, at no additional cost to the Purchaser.

4.8.2. The said guarantee shall be in effect for a period of ten (10) years from the date of the successful completion and handing over and in compliance with Clause 5.9 of Section Five - General Conditions of Contract. The Certificate of Guarantee shall be signed by the Contractor and shall be submitted to the Purchaser.

## **SECTION FIVE – GENERAL CONDITIONS OF CONTRACT(GCC)**

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### **5.1 Definitions**

5.1.1 In the Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Purchaser and the successful bidder.
- (b) “The Contract Price” means the lump sum price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Purchaser” means the organisation purchasing the goods and services under the Contract, also referred to as “**MCML**”.
- (d) “The Contractor” means the individual or firm supplying the goods and services under the Contract.

### **5.2 Application**

5.2.1 These General Conditions shall apply in all Contracts made by the Purchaser for the procurement of the goods and services.

### **5.3 Standards**

5.3.1 The goods and services supplied under the Contract shall conform to the standards prescribed in the Technical Specifications specified in **Section Four**.

### **5.4 Use of Contract Documents and Information**

5.4.1 The Contractor agrees that the terms of the Contract shall remain confidential. The Contractor and its agents, employees and/or representatives may not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof.

### **5.5 Patent Rights**

5.5.1 The Contractor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods/services or any part thereof.

## **5.6 Inspection and Tests**

- 5.6.1 The Purchaser or his representative shall have the right to inspect and test the goods/ services as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the goods to be supplied under the Contract on the premises of the Contractor or its Sub-Contractor(s), all reasonable facilities and assistance like testing instruments and other testing devices including access to drawings and production data shall be furnished to the Purchaser's inspectors at no charge to the Purchaser.
- 5.6.2 Should any inspected or tested goods fail to conform to the specifications, the Purchaser may reject them and the Contractor shall either replace the rejected goods or make all alterations necessary to meet the specifications' requirements free of cost to the Purchaser at site.
- 5.6.3 Notwithstanding the pre-supply tests and inspections prescribed in **Sub Clause 5.6.1 & 5.6.2** above, the goods on receipt in the Purchaser's premises may also be tested during and after installation before "take over" and if any goods or part thereof is found defective, same shall be replaced free of all cost to the Purchaser at site as laid down in **Clause 5.6.4** below.
- 5.6.4 If any material/ goods or any part thereof, before it is taken over, is found defective or fails to fulfill the requirements of the Contract, the Purchaser shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective item good, or alter same to make it comply with the requirements of the Contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the Contractor free of all charges at site. Should it fail to do so within this time, the Purchaser reserves the right to reject and replace at the cost of the Contractor the whole or any portion of goods as the case may be, which is defective or fails to fulfill the requirements of the Contract. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Contractor.
- 5.6.5 Defective work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify the defects. No extra payment shall be made for rectification
- 5.6.6 Nothing in this **Clause 5.6** shall in any way release the Contractor from any warranty obligations under the Contract.



## 5.7 Commencement of Works

5.7.1 The Contractor shall commence the Works on the site within a period of **15 days** from the date of issue of the Letter of Award.

## 5.8 Completion Period

5.8.1 The final agreed time period allowed for the completion of the Works as well as its starting date shall be specified in the Letter of Award. If the Contractor fails to deliver the Works in the specified time period and the delay is not caused by a Force Majeure, liquidated damages shall be payable by the Contractor in accordance with **Clause 5.12**.

5.8.2 No work shall be done on Saturdays, Sunday and other holidays without the prior permission in writing of the Purchaser.

## 5.9 Defects Liability Period

5.9.1 The Defects Liability Period for all waterproofing works including materials used and installation done shall be of a minimum of **Ten (10) years** starting from the date of successful completion/handing over by the Contractor and acceptance by the Purchaser. The Contractor shall warrant that the materials used and services provided shall be of the highest quality standards and free from all defects and faults in materials used, workmanship and manufacture. The waterproofing materials used shall be of the highest grade and consistent with the relevant European, South African, or American Standards for materials of the type used for waterproofing treatment and shall perform in full conformity with the Manufacturer's specifications.

5.9.2 The Contractor shall be responsible for any defect that may develop, during the Defects Liability Period, under the conditions provided by the Contract and under proper use, arising from faulty material, design or workmanship and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the goods and works are faulty.

5.9.3 If any defect is not remedied by the Contractor within a reasonable time, the Purchaser may proceed to get the defects remedied by another Contractor, at

the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

## **5.10 Payment Terms**

5.10.1 The payment terms and conditions are as described below:

### **(i) Preferred Conditions (P)**

#### **(a) Initial Down Payment**

The Purchaser shall pay to the Contractor, an initial payment as an advance payment, thirty percent (30%) of the Contract price payable within (15) days from the date of submission of the following documents by the Contractor:

- (i) The remittance of an Advance Payment Bank Guarantee, issued by a reputable commercial bank in Mauritius acceptable to the Purchaser. The Advance Payment Bank Guarantee shall be valid up to the final execution of the Contract.
- (ii) An original invoice for thirty percent (30%) of the Contract price.

#### **(b) Second Payment**

Sixty Percent (60%) of the Contract price shall be paid to the Contractor after successful completion of all works and submission of an original invoice by the Contractor for that amount. Payment will be done within 30 days from the date of receipt of the relevant documents.

### **(ii) Mandatory Condition (M)**

#### **(c) Retention Money**

Ten Percent (10%) of the Contract price shall be paid to the Contractor upon the completion **of the first two (2) years** of the Defects Liability Period, subject to all defects or other contractual problems having been resolved to the satisfaction of MCML.

## **5.11 Subcontracts**

5.11.1 The Contractor shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the Contractor from any liability or obligation under the Contract.

### **5.11.2 Delays In The Contractor's Performance**

5.11.2.1 If the execution of the Contract shall, without any default or negligence on the part of the Contractor, be delayed as a result of any of the following causes:-

- a) by reason or any act or default on the part of the Purchaser.
- b) by bad weather conditions such as heavy rains and cyclones.
- c) by any cause for which the Contractor is not responsible.
- d) by a "Force Majeure",
- e) the Contractor shall notify the Purchaser in writing the reason of the delay and its likely duration. The Purchaser shall evaluate the situation as soon as practicable after receipt of the Contractor's notice, and may at its discretion extend the period for performance of the Contract. The Contractor shall be allowed an extension of time for the completion as will be certified to him in writing by the Purchaser.

5.11.2.2 In case of delays in completion for reasons other than (a), (b), (c) and (d) above, the Purchaser shall apply liquidated damages for the delay in accordance with Clause 5.12 below.

## **5.12 Liquidated Damages**

5.12..1. If the Contractor fails to comply with the time for completion within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from "the Contract Price" liquidated damages sum equivalent to 0.5% of "the Contract Price" per week of delay up to a maximum deduction of 10% of "the Contract Price". After this the Purchaser may consider termination of the contract

5.12.2. The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the scope of works and the execution of the Contract or from any other of his obligations and liabilities under the Contract.

### **5.13 Insurance**

- 5.13.1 The Contractor shall provide insurance cover for personal injury or death of his employees from the Start Date up to the completion of the scope of works.
- 5.13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Purchaser for its approval within **10 days** after issue of letter of Award. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 5.13.3 Alterations to the terms of an insurance shall not be made without the approval of the Purchaser.
- 5.13.4 The policies which are in the joint names of the Contractor and the Purchaser shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Purchaser.

### **5.14 Assignment**

- 5.14.1 The Contractor shall not assign, in whole or in part, any of its obligations to perform under the Contract, except with the Purchaser's prior written consent.

### **5.15 Termination for default**

- 5.15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate the Contract in whole or in part,
  - (a) if the Contractor fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Sub Clause 5.12.1(d).
  - (b) if the Contractor fails to perform any obligation(s) under the Contract; and
  - (c) If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 5.15.2 In the event that the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/ services similar to those undelivered and the

Contractor shall be liable to the Purchaser for any excess cost for such similar goods/ services. This liability shall be without prejudice to any other claim, which the Purchaser shall be entitled to make against the Contractor. However, the Contractor shall continue performance of the Contract to the extent not terminated. The Purchaser may, without prejudice on the happening of any of circumstances to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods/ services at the risk and cost of the Contractor and look to him for the payments thereof.

## **5.16 Dispute Resolution**

- 5.16.1 Negotiation - At any time, if differences or disputes arise between the parties in connection with the Contract, then either party shall give the other a written notice to that effect clearly identifying and providing details about the dispute. The parties must try to resolve the dispute by negotiation and reach a settlement.
- 5.16.2 Both parties shall endeavour to resolve the differences or disputes within fifteen (15) business days of the written notice.
- 5.16.3 All differences or disputes which are not resolved by negotiation within the agreed time frame, or such other time frame as the parties may expressly agree in writing, either party may take appropriate step including referring the matter to adjudication before a court of competent jurisdiction in the Republic of Mauritius for final settlement.
- 5.16.4 Court fees shall be paid by the losing party.

## **5.17 Laws governing the Contract**

- 5.17.1 The Contract shall be governed by and construed in accordance with the laws of Mauritius and be subject to the exclusive jurisdiction of the Mauritius Courts.

## **5.18 Notices**

- 5.18.1 Any notice given by one party to the other pursuant to the contract/order shall be in English Language and sent to the other party in writing or by fax or email and confirmed in writing to the other party's address as follows:

### **(i) For the Purchaser:**

The Chief Executive Officer  
Multi Carrier (Mauritius) Limited

Corner Malherbes & Charoux Streets,  
Curepipe  
Telephone: +230 670 8585  
Fax no: +230 674 6547

(ii) For the Contractor:

As will be specified in the Letter of Award of Contract.

## **5.19 Governing Language**

5.19.1 The contract shall be written in English language. All correspondences and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

## **5.20 Force Majeure**

5.20.1 If at any time, during the continuance of the Contract, the performance in whole or in part by either party of any obligations under the Contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Contract.

5.20.2 The performance shall be resumed as soon as practicable after such event may come to an end or cease to exist. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

5.20.3 Provided also that if the contract is terminated under Clause 5.20.2, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in possession of the Contractor at the time of such termination of such portions thereof as the Purchaser may deem fit.

## **5.21 Epidemics**

5.21.1 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as

may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

## **5.22 Care of Property**

5.22.1 From the commencement date of the Works to the date of completion, the Contractor shall take full responsibility for damage/s occurring, as a result of its action, on the building and structures around. Save and except in cases of Force Majeure, as defined in **Clause 5.20** of these General Conditions of Contract, the Contractor shall at its own cost repair and make good the damage/s so that, at completion, the building, roofs and structures around, shall be in good order and condition.

5.22.2 The Contractor shall take full responsibility and precaution for ensuring quality work without affecting the services already operational through the elements (microwave outdoor units, antennas, air-conditioning equipment, etc.) already installed on the roofs.

## **5.23 Safety, Health, and the Environment**

5.23.1 The Contractor shall:

- a) keep the site clean and safe at all times, and
- b) comply with all laws relating to safety, health, and the environment.

## **5.24 Site Facilities Available**

5.24.1 Water for the Works

Water required for the works will be supplied free of charge by the Purchaser at points to be identified at the commencement of the Works.

5.24.2 Power supply

Power will be supplied free of charge by the Purchaser at points to be identified at commencement of works.

# ANNEXES



## ANNEX 1

### CLAUSE BY CLAUSE/ TECHNICAL COMPLIANCE TABLE

SECTION OF BIDDING DOCUMENTS	BIDDING DOCUMENTS' CLAUSE	BIDDER'S COMPLIANCE ( FC / PC / NC / AO)	REMARKS
<b>SECTION THREE - INSTRUCTIONS TO BIDDERS (ITB)</b>	3.1 Responsibilities of Bidders		
	3.2 Profile of the Right Bidder		
	3.3 Document evidencing Bidders' Eligibility and Qualifications		
	3.4 Non Conformities, Omissions/Errors		
	3.5 Correcting Errors		
	3.6 Language of Bid and Documents		
	3.7 Clarification of Bidding Documents		
	3.8 Amendment of Bidding Documents		
	3.9 Completion of the Project		
	3.10 Period of Validity of Bids		
	3.11 Preparation of Bids		
	3.12 Compliance Table		

	3.13 Bid Format		
	3.14 Sealing and Marking of Bids		
	3.15 Deadline for Submission of Bids		
	3.16 Late Bids		
	3.17 Clarification of Bids Received		
	3.18 Site visit, examination of the site		
	3.19 One Bid per Bidder		
	3.20 Evaluation of Bids		
	3.21 Purchaser's Right to accept any Bid, and to reject any or All Bids		
	3.22 Bid splitting		
	3.23 Award Criteria		
	3.24 Contract Price		
	3.25 Notification of Award		
<b>SECTION FOUR - TECHNICAL SPECIFICATIONS</b>			
	4.2. Scope of works		
	4.3. Specification of the Waterproofing system		
	4.4. Performance Specification of the Waterproofing system		

	4.5. Preparation of surfaces to receive the waterproofing treatment		
	4.6. Inspection of waterproofing system		
	4.7. Water Test		
	4.8 Guarantee Certificate		
<b>SECTION FIVE – GENERAL CONDITIONS OF CONTRACT</b>			
	5.1 Definitions		
	5.2 Application		
	5.3 Standards		
	5.4 Use of Contract Documents and Information		
	5.5 Patent Rights		
	5.6 Inspections and Tests		
	5.7 Commencement of works		
	5.8 Completion Period		
	5.9 Defects Liability Period		
	5.11 Subcontracts		
	5.12 Liquidated Damages		
	5.13 Insurance		
	5.14 Assignment		
	5.15 Termination for default		
	5.16 Dispute Resolution		
	5.17 Laws governing the Contract		

	5.18 Notices		
	5.19 Governing Language		
	5.20 Force Majeure		
	5.21 Epidemics		
	5.22 Care of Property		
	5.23 Safety, Health and the Environment		
	5.24 Site Facilities available		

**Compliance Sheet authorized by:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

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

Authorised for and on behalf of:

Company: \_\_\_\_\_

## ANNEX 2

### COMMERCIAL COMPLIANCE TABLE

**Important Note 1:** Prior to filling in the table below, bidders are advised to read carefully **Clauses 2.3 & 2.4** of the Bidding Documents.

**Important Note 2:** This duly filled Commercial Compliance Table is to be submitted in the bidder's **Commercial Proposal only**.

COMMERCIAL COMPLIANCE SPECIFICATIONS			BIDDER'S COMPLIANCE (FC/PC/NC/AO)
Payment terms and conditions	Bidder accepts payment terms and conditions of 10% retention money as follows: Ten Percent (10%) of the Contract price shall be paid to the Contractor upon the completion of the first two (2) years of the Defects Liability Period, subject to all defects or other contractual problems having been resolved to the satisfaction of MCML.	(M)	
Completion	Bidder accepts to complete the Works within the proposed time schedule specified in <b>Clause 3.9</b> .	(P)	
Pricing	Detailed Itemised Pricing	(M)	

**Compliance Sheet authorized by:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

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

Authorised for and on behalf of:

Company: \_\_\_\_\_

# ANNEX 3

## DEVIATION STATEMENT FORM

<b>CLAUSE OF BIDDING DOCUMENTS</b>	<b>DESCRIPTION OF DEVIATION AND YOUR JUSTIFICATION FOR DEVIATION</b>	<b>ALTERNATIVE PROPOSED</b>

Date:.....

Name: .....

Signature and Seal of Bidder: .....

**Note:**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviation”.

## ANNEX 4

### PRICE SCHEDULE FORM

#	Description of item	Unit	Quantity	Unit Price (Rs)	Unit Price inclusive of 15% VAT (Rs)
1	Remove all old existing waterproofing treatments present on the whole roof surfaces, clean and prepare the roof surfaces and provision of new waterproofing treatment by double-layer waterproofing system on a total combined surface area of roofs of around 850 m <sup>2</sup> . Cart away all debris and waste resulted from the works.	Lot	1		
2	Removal of all old existing waterproofing treatments on the exterior surfaces of walls of the building and the kiosk which face the 98m high Television Tower, cleaning and preparing the surfaces for new water proofing treatment and provision of waterproofing treatment on exterior surfaces of the walls which have been cleaned and prepared. Cart away all debris and wastes resulted from the works	Lot	1		
<b>TOTAL</b>					

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

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

Authorised for and on behalf of:

Company: \_\_\_\_\_



# ANNEX 5

## BID FORM

Date:.....

Procurement Reference.....

To:

**The Chief Executive Officer  
Multi Carrier (Mauritius) Ltd  
Corner Clement Charoux and Malherbes Street  
Curepipe  
Mauritius**

Sir,

1. Having examined the Bidding Documents including Addenda Nos..... of which is hereby duly acknowledged, we the undersigned, offer for the provision of waterproofing services at MCML Main Transmitter building and their maintenance during defects liability period in accordance with the Scope of Works and in conformity with the Bidding Documents as may be ascertained in accordance with the Schedule of Prices quoted herewith and made part of this Bid.
2. The Schedule of Prices is as follows:

	Description of item	Quantity	Price (Rs.) (inclusive of VAT)
1	Remove all old existing waterproofing treatments present on the whole roof surfaces, clean and prepare the roof surfaces and provision of new waterproofing treatment by double-layer waterproofing system on a total combined surface area of roofs of around 850 m <sup>2</sup> .	1 Lot	
2	Removal of all old existing waterproofing treatments on the exterior surfaces of walls of the building and the kiosk which face the 98m high Television Tower, cleaning and preparing the surfaces for new water proofing treatment and provision of waterproofing treatment on	1 Lot	

	exterior surfaces of the walls which have been cleaned and prepared.		
	TOTAL		

3. We undertake, if our Bid is accepted, to supply the goods and services in accordance with the conditions of Contract and the Specifications specified in the Bidding Documents.
4. We agree to abide by the Bidding Documents for a bid validity period of .....[number] days from the closing date fixed in the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, the notification of Award shall constitute a binding Contract between us.
6. We understand that you reserve the right to:
  - (a) Accept or reject any bid
  - (b) Split the contract, and
  - (c) Annul the bidding process and reject all bids at any time prior to the award of contract, without incurring any liability to the bidder.

Dated this ..... day of ..... 2021

..... [Signature]

In the capacity of..... duly authorised to sign

Bid for and on behalf of .....