



Procurement Policy Office

(Established under section 4 of the Public Procurement Act 2006)

Ref: NCS/SBD11/11-21

STANDARD BIDDING DOCUMENTS

for

Procurement of non- Consultancy Services

Procurement Policy Office
Ministry of Finance, Economic Planning and Development
Port Louis
November 2021



PROCUREMENT FOR THE
PROVISION OF TRANSPORT
SERVICES FOR 20FT & 40FT FULL
CONTAINER LOAD (FCL) & BREAK
BULK TO THE AGRICULTURAL
MARKETING BOARD

AMENDMENTS TO DOCUMENT DATED 11 November 2021

Section VI: **General Conditions of Contract (Amended)**

AMENDMENTS TO DOCUMENT DATED 15 OCTOBER 2020

Section III: **Bidding Forms**
Bid security (Amended)

Section VII: **Special Conditions of Contract**
Sub-clause 6.5 (Amended)

Section VIII: **Contract forms**
Bank/Insurance company guarantee & Performance ' security (Amended)

AMENDMENTS TO DOCUMENT DATED 10 MARCH 2016

PART 1 Section I: **Instructions to Bidders**
Sub-clause 5.5 (Amended)

AMENDMENTS TO DOCUMENT DATED 21 MAY 2014

PART 1 Section I: **Instructions to Bidders**
Sub-clause 5.3 (h) (Amended)

AMENDMENTS TO DOCUMENT DATED 07 APRIL 2014

PART 1 Section I: **Instructions to Bidders**
Sub-clause 4.1 (Amended)

Section II: **Bidding Data Sheet**
ITB 2.3 (b) (Amended)
ITB 4.1 (Added)

Section III: **Bidding Forms**
Paragraph (m) (Amended) and (Renumbered) as
Paragraph (k)

AMENDMENTS TO DOCUMENT DATED 18 OCTOBER 2013

PART 1 Section I: **Instructions to Bidders**
Sub-clause 3.4 (Added)

Section II: **Bidding Data Sheet**
Bid submission Form (Amended)

PART III Section VI **General Conditions of Contracts**
Sub-clause 3.2.4 (Added)

AMENDMENTS TO DOCUMENT DATED 03 JANUARY 2013

- PART 1 Section I: **Instructions to Bidders**
 Sub-clause 34.1 **(Amended)**
 Sub-clause 34.4 **(Deleted)**
 Sub-clause 34.5 **(Deleted)**
 Clause 38 **(Added)**

AMENDMENTS TO DOCUMENT DATED 30 JULY 2012

- PART 1 Section I: **Instructions to Bidders**
 Sub-clause 4.3 **(Amended)**
 Sub-clause 5.3(b) **(Amended)**
- Section II: **Bidding Data Sheet**
 ITB 5.3(b) **(Added)**

AMENDMENTS TO DOCUMENT DATED 04 MARCH 2010

- Section I: Sub-clause 17.2 - **(Added)**
 Sub-clause 17.8 - **(Amended)**
 Sub-clause 24.3 - **(Amended)**
 Sub-clause 28.2 - **(Amended)**
 Sub-clause 34.4 - **(Amended)**
- Section II: **Bidding Data Sheet**
 ITB 17.1 (c) - **(Amended)**
- Section III: **Bidding Forms**
 Bidding Submission Form (para. k) **(Amended)**
 Bid Securing Declaration **(added)** as Appendix to Bid Submission Form
 Form of Bid-Securing Declaration **(Deleted)**

Foreword

The Standard Bidding Documents for Procurement of non-Consultancy Services have been prepared pursuant to section 7(c) of the Public Procurement Act and are based on the World Bank/Insurance company's Standard Bidding Documents. They are to be used for all services other than consultancy except for cleaning and security services which have their own customized documents.

These documents are to be used through the Open Advertised Bidding (OAB) and Restricted Bidding methods.

Those wishing to submit comments or suggestions on the Bidding Documents or to obtain additional information on Procurement in Mauritius are encouraged to contact:

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Introduction

These Standard Bidding Documents are intended as model lump sum types of Contract, which are the most common in Services contracting. Lump sum contracts are used in particular for services which are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions are unlikely.¹

Care should be taken to check the relevance of the provisions of the standard document against the requirements of the specific Services to be procured. The following directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Services; however, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Details to be provided by the Employer prior to release of the bidding documents are limited to the Invitation for Bids, Instructions to Bidders (Section I), Bidding Data Sheet (Section II), and Special Conditions of Contract (Section VII), in addition to Sections IV and V, which deal with Activity Schedule, Scope of Service and Performance Specifications respectively. **Specific details** should be furnished in the spaces indicated by italicized notes inside brackets. Those details not filled in by the Employer are the responsibility of the Bidder.
- (c) These Sample Bidding Documents are intended to serve on a repetitive basis. Modifications to address specific Project or Contract needs should be provided only in the Special Conditions of Contract as amendments to the Conditions of Contract. If modifications must be made to the bidding procedures, they can be presented in the Bidding Data Sheet.
- (d) The foot-notes and the notes inside boxes with single borders are not part of the text, but rather contain instructions for the user, as do the Preface and this Introduction section. **They should not be incorporated in the bidding documents.** The cover should be modified as required to identify the bidding documents as to the names of the Project, Procurement Reference, and Employer, in addition to the date of issue.

¹ Lump sum contracts should be used for Services that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design or performance variations are minimal. In lump sum contracts, the concept of priced “activity schedules” has been introduced, to enable payments to be made as “activities” are completed. Payments can also be made on the basis of percentage completion of each activity.

- (e) The notes inside boxes with double borders should be retained in the issued bidding documents, since these notes provide important guidance to bidders.
- (f) The standard documents have been prepared for bidding where post-qualification applies; adaptations are necessary to ITB Clause 5 and corresponding Bidding Data Sheet, and Forms when prequalification has taken place. The process of prequalification of bidders is not covered in these standard documents.

BIDDING DOCUMENTS**Issued on: 26 March 2026****for**

**Procurement for the Provision of
Transport Services for 20ft & 40ft
Full Container Load (FCL) & Break
Bulk to the Agricultural Marketing
Board**

Procurement Reference No: [AMB/ONB/02/26]

Employer: *AGRICULTURAL MARKETING BOARD (AMB)*

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Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents are selected as applicable). A brief description of these documents is given below.

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

Section V. Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

PART III – *CONDITIONS OF CONTRACT AND CONTRACT FORMS*

Section VI. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VII. Special Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section VIII: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee, Performance Security, Letter of Acceptance and Contract.**

Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Public Body referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **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 Public Body, 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 **in the BDS**;
- 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) : ppo.govmu.org.
 - 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”² 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”³ 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”⁴ 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”⁵ 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.

3.4 The Public Body commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Public Body obtains

² For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

³ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. 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. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant 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) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: ppo.govmu.org.

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.
- 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.
- 5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- (b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
 - (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.

- (c) total monetary value of Services performed for each of the last five years;
 - (d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (e) list of major items of equipment proposed to carry out the Contract;
 - (f) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - (h) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);
 - (i) authority to the Employer to seek references from the Bidder's bankers;
 - (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be

signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria, **unless otherwise specified in the BDS**:

- (a) a minimum average annual financial amount of work over the period **specified in the BDS**.
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the

Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

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 :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) 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
 - (e) 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
 - (f) 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 Site 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.
- (b) A pre-bid meeting shall be held if so indicated **in the BDS** 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.

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 the number of copies 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 (*21 days for international bids*) 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. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 12.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

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 Security or Bid Securing declaration (where applicable);
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- 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 separately in the following currencies:
 - (a) for those inputs to the Services which the Bidder expects to provide from within the Republic of Mauritius, the prices shall be quoted in Mauritian Rupees; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Republic of Mauritius, the prices shall be quoted in up to any three hard currencies.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **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 may refuse the request without forfeiting the Bid Security. 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 Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, 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.

17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:

- (a) be issued by a reputable overseas bank located in any eligible country or any commercial Bank/Insurance company operating in Mauritius selected by the Bidder
- (b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;
- (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.5 The Bid Security of unsuccessful Bidders shall be returned as

promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.6 The Bid Security shall be forfeited or the Bid Securing Declaration 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.

17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17.8 If a bid security is **not required in the BDS**, and

- (a) 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
- (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.

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 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.
- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.
- 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 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, 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, pursuant to Sub-Clauses 5.3(a) or 5.4(b), 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 no later than the time and date **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, 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 of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to 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 may 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 Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).
- 29. Currency for Bid Evaluation**
- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Mauritian Rupees at the selling rates on the closing date, established for similar transactions by the Bank of Mauritius.
- 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.

31. Preference for Domestic Bidders 31.1 Margin of Preference shall not be applicable.

F. Award of Contract

- 32. Award Criteria**
- 32.1 Subject to ITB Clause 33, the Employer will award the Contract 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, 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.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 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 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. 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”). Within seven days from the issue of Letter of Acceptance the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding process.
- 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.

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/Insurance company 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/Insurance company Guarantee, it shall be issued either at the Bidder's option, by a commercial Bank/Insurance company located in the Republic of Mauritius or a foreign Bank/Insurance company through a correspondent commercial Bank/Insurance company 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.

36. Advance Payment and Security

- 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

38. Debriefing

- 38.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended.

Section II. Bidding Data Sheet

This section should be filled in by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids

A. General	
ITB 1.1	<p>The Employer is Agricultural Marketing Board</p> <p>The name and identification number of the Procurement is Provision of Transport Services for 20ft & 40ft & Break Bulk to the Agricultural Marketing Board</p>
ITB 2.3	<p>(a) Challenges shall be addressed to:</p> <p style="padding-left: 40px;">The General Manager Agricultural Marketing Board Dr Georges Leclezio Avenue, Moka Tel No.:433-4025, Fax No.:433-4837 E-mail: amb@ambmauriti.us.mu</p> <p>(b) Application for Review shall be addressed to:</p> <p style="padding-left: 40px;">The Chairman Independent Review Panel, 5th Floor, Belmont House Intendance Street, Port Louis, Mauritius. Tel: 260 2228 Email: irp@govmu.org</p>
ITB 4.1	Bidding is limited to citizens of Mauritius or entities incorporated in Mauritius
ITB 5.2	Pre-qualifications have not been carried out.
ITB 5.3	The Qualification Information and Bidding forms to be submitted are as follows: As per instruction to bidders 5.3 except for clause (g) and (k) . The Service Provider shall submit a certificate of current standing issued by the Registrar of Companies and abide to clause 3.6 under General Conditions of Contract and has an inland transit insurance cover of at least 3 million rupees per conveyance.
ITB 5.3(b)	No written evidence is required.

ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: <i>NOT APPLICABLE</i>
ITB 5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: 5.5(a), 5.5(b), 5.5(c) and 5.5(e).
ITB 5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last <i>five (5)</i> years shall be one (1) time the annual contract amount payable to the selected bidder for the <i>contract</i> .
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: continuous annual provision of transport services for 20ft & 40ft FCL and Break Bulk for perishable and non-perishable produce and loading/unloading of produce from container(s) or lorries.
ITB 5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: <ul style="list-style-type: none"> (i) Fleet of at least 4 lorries; (ii) Fleet of at least 5 trailers for 20ft FCL and 8 trailers for 40ft FCL; (iii) Availability of at least 1 side lifter for lifting and stacking of 20ft and 40ft container(s)
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 NOT APPLICABLE
ITB 5.6	Subcontractors' experience will not be taken into account.
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be ONE (1).
C. Preparation of Bids	
ITB 13.1	The additional materials required to be completed and submitted are: <ul style="list-style-type: none"> a) Business Registration Card b) Copies of Horse Power of Lorries and Trailers c) Copy of Insurance Certificate of lorries d) Copy of Insurance covering employer's liability and workmen's liability

ITB 14.1	Local inputs shall be quoted in MAURITIAN RUPEES.
ITB 14.4	The Contract <i>is</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 ninety (90) days after the deadline for Bid submission specified in the BDS.
ITB 17.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 17.3	The amount of Bid Security shall NOT APPLICABLE
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
ITB 18.4	Alternative technical solutions shall be permitted for the following parts of the Services: NOT APPLICABLE.
D. Submission of Bids	
ITB 20.2	The Employer's address for the purpose of Bid submission is The General Manager Agricultural Marketing Board Dr Leclezio Avenue, Moka For identification of the bid the envelopes should indicate: Contract: Provision of Transport Services for 20ft & 40ft FCL & break Bulk to the Agricultural Marketing Board Bid / Contract Number: AMB/ONB/02/26
ITB 21.1	The deadline for submission of bids shall be Tuesday 28th April 2026 at latest by 13:00 hours
E. Bid Opening and Evaluation	
ITB 24.1	Bids will be opened at AMB, Moka on Tuesday 28th April 2026 at 13:15 hours
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank/Insurance company Guarantee and for an amount of MUR 3 Million covering the full contract period within 21 days

	after receipt of letter of award.
ITB 36.1	The Advance Payment, where applicable, shall be of NOT APPLICABLE.
ITB 37.1	The Adjudicator proposed by the Employer is NOT APPLICABLE.

Section III. Bidding Forms

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Bid Submission Form

The Bidder must prepare the Service Provider's Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.

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 **Provision of Transport Services for 40ft & 20ft FCL and Break Bulk to the Agricultural Marketing Board – AMB/ONB/02/26** 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:

CURRENCY OF QUOTATION: Mauritian Rupees only

Item No.	Brief Description of Services	Rate/Rs (Exclusive of VAT) per container loaded/unloaded	
		40 ft FCL	20ft FCL
	MAIN TRIP From Mer Rouge (container terminal) to AMB Store Moka and vice-versa:		

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of ninety (90) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (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;⁶
- (k) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

⁶ Use one of the two options as appropriate.

- (m) 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.
- (n) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (p) 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 _____

Bidders are also requested to quote for the following optional trips below – AMB Moka & vice versa:

CURRENCY OF QUOTATION: Mauritian Rupees only

Item No.	Brief Description of Services	Rate/Rs (Exclusive of VAT) per container loaded/unloaded	
		40 ft FCL	20ft FCL
OPTIONAL TRIPS <u>as and when required:</u>			
1	From Mer Rouge (container terminal) to AMB Store and vice-versa		
2	From Mer Rouge (container terminal) to Wooton and vice-versa		
3	From Mer Rouge (container terminal) to AMB Store – (SSR Airport, Plaine Magnien) and vice versa		
4	From Mer Rouge (container terminal) to AMB Store (Moka) to Cope Sud (Britania) and vice versa		
5	From Mer Rouge (container terminal) to AMB Store (Trou Fanfaron) and vice versa		
6	From AMB Store (Moka) to Cope Sud (Britannia) and vice-versa		
7	Products in break Bulk (up to 50 kg per bag)		
		Rs/Trip (up to 5 tons)	Rs/Trip (up to 10 tons)
a).	From Mer Rouge (container terminal) to AMB Store Moka and vice-versa		
b)	From Mer Rouge (container terminal) to Wooton and vice-versa		
c)	From Mer Rouge (container terminal) to AMB Store – (SSR Airport, Plaine Magnien) and vice versa		
d).	From Plaisance Airport to AMB (Moka) and vice versa		
e)	From Plaisance Airport to Cluny Store and vice versa		
f).	From Plaisance Airport to Trou Fanfaron and vice versa		
g)	From AMB (Trou Fanfaron) to AMB Moka and vice versa		
SIDE Lifter		40ft FCL Rs/Trip	20 ft FCL Rs/Trip
a)	From Mer Rouge (container terminal) to AMB (Moka) and vice-versa		
b)	From Mer Rouge to Wooton and vice versa		
c)	From Mer Rouge to Plaisance Airport and vice versa		
d)	From Mer Rouge to AMB Store (Trou Fanfaron) and vice versa		
e)	From Mer Rouge to Cope Sud (Britannia) and vice versa		

N.B: The evaluation exercise will be based on the main trip from Mer Rouge to Container Terminal

Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (m) 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.

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

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
Principal place of business: *[insert]*
Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 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)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(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.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Form of Bid Security (Bank/Insurance company Guarantee)

.....*Bank/Insurance company's Name and Address of issuing Branch or Office*.....

Beneficiary: *Name and Address of Public Body*.....

Date:

BID GUARANTEE No.:

We have been informed that*name of the Bidder*..... (hereinafter called "the Bidder") has submitted to you its bid dated..... (hereinafter called "the Bid") for the execution of*name of contract* under Invitation for Bids No.....*IFB number* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid security.

At the request of the Bidder, we*name of Bank/Insurance company* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*amount in figures*..... (*.....amount in words.....*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before*Public Body to insert date*.....

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas bidders only).

.....*Bank/Insurance company's seal and authorized signature(s)*.....

Part II – Activity Schedule

Section IV. Activity Schedule

Objectives

The objectives of the Activity Schedule are

A) To provide transport services for 20ft FCL & 40ft FCL price to be quoted Rate/Rs per Container loaded/unloaded

MAIN TRIP: From Mer Rouge (Container terminal) to AMB (Moka) and vice-versa

OPTIONAL TRIPS

1. From Mer Rouge (container terminal) to Wooton and vice-versa
2. From Mer Rouge (container terminal) to AMB Store (SSR Airport, Plaine Magnien) and vice-versa
3. From Mer Rouge (container Terminal) to AMB Store (Trou Fanfaron) and vice versa
4. From AMB Store (Moka) to Cope Sud (Britannia) and vice-versa

B) to provide transport services for 20ft FCL & 40ft FCL for products in break bulk (up to 10 tonnes) - price to be quoted -Rs/per trip per Container loaded/unloaded

- a) From Mer Rouge (Container terminal) to AMB(Moka) and vice-versa
- b) From Mer Rouge (container terminal) to Wooton and vice-versa
- c) From Mer Rouge (container terminal) to AMB Store (SSR Airport, Plaine Magnien) and vice-versa
- d) From AMB Store (SSR Airport, Plaine Magnien) to AMB (Moka) and vice-versa
- e) From AMB Store (SSR Airport, Plaine Magnien) to Wooton or vice-versa
- f) From AMB Store (SSR Airport, Plaine Magnien) to AMB Trou Fanfaron Fish Cold Store (Trou Fanfaron) to AMB (Moka) or vice-versa
- g) From AMB – Moka Store to Cope Sud (Britannia) or vice-versa

C) to provide transport services for 40 ft FCL- Side Lifter (Rs/Trip)

- (i) From Mer Rouge (Container terminal) to AMB(Moka) and vice-versa
- (ii) From Mer Rouge (container terminal) to Wooton and vice-versa
- (iii) From Mer Rouge (container terminal) to AMB Store (SSR Airport, Plaine Magnien) and vice-versa
- (iv) From Mer Rouge (container terminal) to Trou Fanfaron Fish Cold Store (Trou Fanfaron) and vice-versa

Section V. Scope of Service and Performance Specifications

(Describe Outputs and Performances, rather than Inputs, wherever possible)

- 1) The Agricultural Marketing Board (AMB) is a major importer of the following products, namely, ware potatoes, seed potatoes, onions, garlic, turmeric powder, cardamoms, bean seeds, polymesh bags, paste products, glass jars, coconuts, beans, carrots, cabbages among others.
 - a. Except for turmeric, bean seeds and cardamoms (which are imported in break bulk (LCL basis) – consignment of 1 – 4 tons on average per order), all the other products are imported in 40 ft FCL (unless major decision is taken by Government regarding imports of strategic crops). In some exceptional cases, 20 ft FCL are used.
 - b. Expected annual imports of the AMB:
- 2) No. of 40 ft FCL: 1,400 (+/-30%) – 10 to 25 kg per bag/Crate/Carton (In some exceptional cases, 50 kg bag/Crate/Carton are used)
- 3) No. of 20ft FCL: 5 (+/- 30%) – 10 -50 kg bag/Crate/Carton
- 4) LCL Basis – On average 5 consignments (10, 25 kg and 50 kg bag/Crate/Carton
- 5) The contractor shall provide lorries of such capacity as need to carry containers and /or break bulk from Port Area (Mer Rouge) or any other place to and from AMB - Moka or any other destination as the AMB may require from time to time for a period of three (3) years as from date of award of tender, subject to renewal for another period of one (1) year upon satisfactory service.
- 6) Each lorry must provide with at least three Able-bodied helpers for loading/unloading of container(s).
- 7) The rate tendered, shall include the cost of loading (in case of break bulk and export), unloading /stacking (in bins provided by the AMB).
- 8) The tendered rate will be adjusted according with the Petroleum Pricing Committee for any increase or decrease in the price of fuel only.
- 9) A 10% increase shall be made to the tendered rate annually to cater for increase in cost of labour, taxes and any other changes.
- 10) The contractor shall be responsible for the goods and container(s) entrusted to him and shall make good for any damage or loss sustained either during loading, unloading and/or in transit. The value thereof shall be deducted from any bill due to him by the AMB.

- 11) The contractor shall ensure that a minimum of **6 x 40ft FCL or 8 x 20 ft FCL per day** be transported and de-stuffed at the AMB premises (unless the number of containers for the AMB which is ready to be delivered is less than above and/or as instructed otherwise by the AMB). If for any reason, the contractor is unable to take/remove the minimum number of containers as stated above, all additional charges (storage fee, demurrage fee, electricity fee and any related fees) borne by the AMB will have to be paid by the contractor. The AMB will then proceed without the recourse of any judicial or extra judicial process whatsoever to recover the said sums by effecting a set off from outstanding bills payable to the contractor or from his security.
- 12) For purpose of control, the AMB shall have the right to have one of its officers to accompany the lorry on each and every trip performed. The itinerary to be followed on such trips may be given by the officer to the driver of the lorry.
- 13) 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 Sub-clause 2.6 of the General Conditions of Contract

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) (Ref: NCS/RFQ-GCC14/.....)⁷* for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below.

⁷ * Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

Section VII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is NOT APPLICABLE
1.1(d)	The contract name is provision of transport services for 20 ft & 40 ft FCL and break bulk to the AMB
1.1(g)	The Employer is Agricultural Marketing Board
1.1(l)	The Member in Charge is NOT APPLICABLE
1.1(o)	The Service Provider is
1.4	<p>The addresses are:</p> <p>Employer: <u>Agricultural Marketing Board</u></p> <p>Attention: <u>The General Manager</u></p> <p>Facsimile: <u>433 4837</u></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Mr N.K. DEERPALSING, General Manager, AMB</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is as from May 2026.
2.2.2	The Intended Starting Date for the commencement of Services will be confirmed.
2.3	The Intended Completion Date is <i>3 years as from date of contract. The Contract may be extended in one (1) year upon satisfactory services.</i>
3.9	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>

3.10.1	The liquidated damages rate is not applicable
3.10.3	The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is not applicable The Defects Liability Period is not applicable
5.1	The assistance and exemptions provided to the Service Provider are not applicable.
6.2(a)	The amount in local currency is Mauritian rupee only.
6.2(b)	The amount in foreign currency or currencies is not applicable.
6.4	<p>Payments shall be made according to the following schedule:</p> <p>Payment shall be made within 28 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 56 days in the case of the final payment.</p> <p>The Public Body undertakes to effect payment within 21 working days from receipt of invoice after supply of the service items to the satisfaction of the Public Body, subject to the Service Provider submitting all required documents. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, payment will be effected within 14 working days.</p> <p><i>[Note: This sample clause should be specifically drafted for each contract].</i></p>
6.5	The interest rate is not applicable.

Section VIII. Contract Forms

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Bank/Insurance company Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank/Insurance company Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Insurance company: _____

Address: _____

Date: _____

Performance Security

.....*Bank/Insurance company's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Body*.....

Date...

PERFORMANCE GUARANTEE No.:.....

We have been informed that*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of *name of Contract and brief description of services*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank/Insurance company*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

.....**Seal of Bank/Insurance company and**

Signature(s).....

Letter of Acceptance

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Agency: _____

Attachment: Contract

Form of Contract

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]