

IRRIGATION AUTHORITY



Open National Bidding for Works

**Procurement for Supply, Installation, Testing and
Commissioning of Spare Parts and Aluminium Electric Cables
on Centre Pivot Irrigation System**

Procurement Reference No: OMD/ REPAIR PIVOT/27/23

Section I - Instruction to Bidders

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1. Introduction

The Irrigation Authority also referred to as the Employer, invites eligible local contractors to submit their bid for the works described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in this document.

The Works consist of the Supply, Installation, Testing and Commissioning of Spare Parts and Aluminium Electric Cables on Reinke Centre Pivot.

Participation is limited to citizens of Mauritius or entities incorporated in Mauritius. Joint Ventures should be among entities incorporated in Mauritius

1.1. Clarifications, if any, should be addressed to:

**The General Manager
Irrigation Authority
5th Floor, Fon Sing Building
12, Edith Cavell Street
Port Louis**

1.2. The Employer will respond in writing to any request for clarification, provided that such request is received 7 days prior to the deadline for submission of bids. The Employer shall respond to such request at latest 7 days prior to the deadline set for submission of bids.

1.3. Bidders are advised to carefully read the complete Bidding document, including the Particular Conditions of Contract in Section IV, before preparing their bids. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

2. Validity of Bids

The bid validity period shall be Ninety (90) days from the date of bid submission.

3. Works Completion Period

The Intended Completion period for the whole of the works shall be **One hundred and Twenty (120)** calendar days from the Start Date.

4. Site Visit

Bidders or their designated representatives are invited to attend a pre-bid meeting/ site visit scheduled for **Friday 26 May 2023 at 10.00 hrs** at our Sub Office, Stage 1, Plaine des Papayes. The purpose of the pre-bid meeting / site visit will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The bidders shall be deemed to have a thorough understanding of the nature and extent of the works and thus, any request for extension of time during the bidding period will be not entertained.

5. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Body with the Bidder's name at the back of the envelope.

6. Submission of Bids

Bids should be deposited in the Tender Box located at the reception at:

**Irrigation Authority
5th Floor, Fon Sing Building
12, Edith Cavell Street
Port Louis**

not later than **15.00 hours** local time on **Friday 9 June 2023**. Bids by post or hand delivered should reach the above-mentioned address by the same date and time at latest. Late bids will be rejected. Bids received by e-mail will not be considered.

7. Bid Opening

Bids will be opened by the Irrigation Authority at **15:30 hours on the same day and date** of submission of Bids referred to in section 6 above. Bidders or their representatives may attend the Bid Opening if they choose to do so.

8. Evaluation of Bids

The Public Body shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost to determine the lowest evaluated bid.

9. Eligibility Criteria

To be eligible to participate in this bidding exercise, Bidder should:

- a. have the legal capacity to enter into a contract to execute the works;
- b. be duly registered with the CIDB under the grade that would allow him to perform the value of works for which he is submitting his bid. (Note 1)
- c. not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- d. not have had your business activities suspended;
- e. not be under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or 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;
- f. not have a conflict of interest in relation to this procurement requirement; and
- g. have a Business Registration Card.

Note 1

Sub-contractors undertaking works are also subject to registration with CIDB as applicable to Contractors.

10. Qualification and Experience Criteria

Bidders should have the following minimum qualifications and experience:

(a) Valid registration certificate with the CIDB under the grade that will enable the contractor to perform the works quoted for under the following class: Civil Engineering Construction works or Building Construction works or Mechanical, Electrical and Plumbing Works (MEP Works).

(b) Experience in one (1) work of similar nature related to Supply, Installation, Testing and Commissioning or Repair works on Centre Pivot over the last 10 years, of value not less than MUR 1 Million.

(c) Minimum amount of liquid assets and/or credit facilities, “**net of other contractual commitments**” of three million Mauritian rupees (MUR 3,000,000).

(d) Qualification and experience of Key personnel required for the Contract shall be:

- (i). Site agent (full-time) holding at least a Degree in Mechanical or Electromechanical engineering works or Electrical Engineering works from a recognised institution and shall be registered with the Council of Registered Professional Engineer of Mauritius. He shall have at least 3 years post registration experience in Mechanical or Electromechanical engineering works or Electrical Engineering works.
- (ii). One foreman having at least 3 years of experience in pipe laying works, plumbing works or electrical or electromechanical works.

11. Contents of bid

The Bid shall comprise the following:

- (a) Duly filled Bid Submission Form;
- (b) Duly filled Priced Bill of Quantities/Activity Schedule;
- (c) Duly filled Qualification Information Form and attachments required
- (d) Report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements or Audited Accounts as filed at the Registrar of Companies before the deadline set for submission of bids
- (e) Valid Registration certificate with the CIDB, as applicable
- (f) Signed C.V of Contract Manager or Site Agent;
- (g) Documentary evidence of liquid assets and/or credit facilities (Note 1);
- (h) Any other documents deemed necessary as per the requirements of this bidding document

Note 1

Bidders to demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for the contract and its current

commitments. Documentary evidence may comprise but not limited to Bank certificate, Certificate from Auditors, Certificate from a Professional Accountant registered with MIPA, Certificate from Insurance companies.

12. Joint Venture

Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- a. The Bid shall include all the information required as per the Qualification Information form 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.

13. Prices and Currency of Payment

Bidders should quote for the whole works. Prices for the execution of works shall be quoted and fixed in Mauritian Rupees (MUR). Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

Bid Securing Declaration

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

14. Margin of Preference

Margin of Preference shall not apply.

15. Award of Contract

The Bidder having submitted the lowest evaluated substantially responsive bid and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in Section IV: General Conditions of Contract and Particular Conditions of Contract.

16. Performance Security and signing of contract

Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish a Performance Security, in the amount equal to 10% of the Contract price (exclusive of VAT), in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section II Contract Forms.

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

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

17. Notification of Award and Debriefing

Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above Rs 15 million, 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. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

The Public Body shall after award of contract, exceeding Rs 1 million and up to Rs 15 million, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount.

Furthermore, the Public Body shall attend to all requests for debriefing for contract exceeding Rs 1 million, made in writing within 30 days the unsuccessful bidders are informed of the award.

18. Advance Payment

The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract. The Advance Payment shall be guaranteed by an Advance Payment Security as per the format contained in Section II.

The Advance Payment shall be limited to fifteen percent (15%) of the Contract Price, excluding 15% VAT less any provisional and contingencies sums.

19. Integrity Clause

The Public Body commits itself to take all measures necessary to prevent 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.

20. Rights of Public Body

The Irrigation Authority reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award without incurring any liability to the Public body.

21. Challenge and Appeal

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.

The address, Tel. & Fax No. & Email address to file Challenges in respect of this procurement is:

**The General Manager,
Irrigation Authority
5th, Floor, Fon Sing Building
12, Edith Cavell Street
Port Louis
Tel : +230 2106596
Fax: +230 212 7652
Email :irrig@irrig.org**

The address to file Application for Review is:

**The Chairperson
Independent Review Panel,
5th Floor,
Belmont House
Intendence Street
Port-Louis
Tel : +230 2602228
Email :irp@govmu.org**

Section II

Bidding Forms

Note: Bidders are required to fill all the forms in this section and submit as part of their bid. Non-submission of any form may lead to rejection of the bid

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BID SUBMISSION FORM

Date:

Procurement Reference No: OMD/ REPAIR PIVOT/27/23

To: The General Manager
Irrigation Authority
5th, Floor, Fon Sing Building
12, Edith Cavell Street
Port Louis

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued;
- (b) We offer to execute in conformity with the Bidding Documents the Works under **CONTRACT: OMD/ REPAIR PIVOT/27/23** consisting of, inter alia:
 - (c) Supply, install and test Rubber Hose-Water 6 ^{5/8} " ID x 12 and thickness to sustain the pressure specified
 - (d) Supply, install and test complete set of Main Control Panel for Reinke Centre Pivot
 - (e) Supply and installation of Centre Drive for Reinke Centre Pivot
 - (f) Supply and install Reinke Collector reel with resolver - REEL RAMS - 10 RING, part number 143461
 - (g) Supply, install and test Coupler Hi-Torque Drive – Kit Coupler
 - (h) Supply, Install and Test Tower Box for Reinke centre Pivot only
 - (i) Supply ,install and test Touch screen shield cover for Reinke centre pivot(Part no 113450- M-REV 1) or an equivalent
 - (j) Supply install and test Gear box having gear ratio of 50:1
 - (k) Supply of contactors for Reinke Center Tower Box
 - (l) Supply, install and test 11 core electric aluminium cables. The electric aluminium shall be either single core or stranded cables and be equivalent to the copper electric cables of 2.5 mm² and 1.5 mm².
 - (m)Supply, install and test 4 core electric aluminium cables as specified (4 x 2.5 mm²)

The intended completion period shall be **One Hundred and Twenty (120) calendar days** from the Start Date.

The whole of the works shall be carried out in strict accordance with the, Scope of Works, Specifications and Performance Requirements; and Conditions of Contract.

- (n) The total price of our Bid and contingency sum excluding 15% VAT is:

Amount in Figures : MUR _____

Amount in Words : MUR _____

- _____
- (o) 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 and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (p) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (q) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (r) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 9;
- (s) We are not participating, as a Bidder in more than one bid in this bidding process;
- (t) 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;
- (u) 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.

- (v) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (w) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (x) 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 _____

BID SECURING DECLARATION

By subscribing to the undertaking in 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 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 Quote.

I/We understand this Bid Securing Declaration shall cease to be valid:

- (a) in case I am /we/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

*[The information to be filled in by **bidders** in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]*

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]*

1.2 Bidder shall provide 2 works of a nature and amount similar to the Works performed as Contractor over the last 5 years.

Project/Contract name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency)
(a)			
(b)			

1.3 Proposed subcontracts and firms involved. Refer to General Conditions of Contract Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

[Bidders have to ascertain that sub-contractors executing works are duly registered with the CIDB in accordance with CIDB Act 2008.]

1.4 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Public Body.

2. Additional

2.1 Bidders should provide any additional information Requirements requested in the Bidding Document.

QUOTATION CHECKLIST

Procurement Reference No: OMD/ REPAIR PIVOT/27/23

S.N	Description	Attached (please tick if submitted)
1	Bid Submission form	
2	Priced Bill of quantities	
3	Specifications and Compliance sheet	
4	Bid Securing declaration	
5	Qualification Information	
6	Programme of Works	
7	Origin of goods	

BILL OF QUANTITIES

Procurement for Supply, Installation, Testing and Commissioning of Spare Parts and Aluminium Electric cables on Centre Pivot Irrigation System

Procurement Reference number: OMD/ REPAIR PIVOT/27/23

LOT A

Item No	Description	Unit	Qty	Rate (MUR)	Total Amount (MUR)
1.1	Survey to identify missing items on the eleven(11) Centre Pivots listed and submission of report to the Project Manager	Sum			
1.2	Supply, installation, testing and commissioning of Rubber Hose-Water 6 ^{5/8} " ID x 12 and thickness to sustain the pressure specified Part No 111709 for Reinke Centre Pivots inclusive of two clamps for the rubber hose or an equivalent as specified	No.	25		
1.3(a)	Supply, installation, testing and commissioning of Main Control Panel for Reinke Centre Pivot preferred with touch. Complete Set Reinke Manufacturing – Irrigation Electrical MCP-RAMS-E60 No 143467 Complete CPU with screen for control panel for Reinke Pivot; OR	No.	3		

1.3(b)	Supply, installation, testing and commissioning of equivalent standard Main Control Panel adapted to Reinke Centre Pivot including for a separate power supply of 240V but without Telemetry	No.	3		
1.4	Supply, installation, testing and commissioning of Centre Drive for Reinke Centre Pivot or equivalent (1) 25:1 UMC 67/55 RPM 1.50 HP for last towers (2) 40:1 UMC 44/35 RPM 0.75 HP for other towers	No	10		
		No	50		
1.5	Supply, installation, testing and commissioning of Reinke Collector reel with resolver - REEL RAMS - 10 RING, part number 143461	No	3		
1.6	Supply, installation, testing and commissioning of Coupler Hi-Torque Drive – Kit Coupler (Complete Set)				
1.6A	Complete Set with nut 3/8 NC DMPL LCKNT ZC (Part No 1014 on Reinke) and Bolt 3/8 /NC x 2 HHD-GR-ZC (Part No 2013 on Reinke centre Pivot to suit 3/4" thick drive shaft)	No	100		
1.6B	Part No 112454 for Reinke centre pivots suitable for 3/4" drive shaft	No	100		
1.7	Supply, installation, testing and commissioning of Tower Box for Reinke Centre Pivot Complete Tower Box – A US Motors-UL-C UL-K195 (i) Intermediate Type A (ii) Next to last tower Type B (iii) Last tower Type C	No	15		
		No	7		
		No	2		

1.8	Supply, installation, testing and commissioning of Touch screen shield cover for Reinke centre pivot(Part no 113450- M-REV 1) or an equivalent CPU preferred touch for Reinke Pivot panel.	No	4		
1.9	Supply install and test Gear box having gear ratio of 50:1	No	10		
2.0	Supply of SPRING-EXT-ALGNMNT 18-3/4"	No	100		
2.1	Supply of MOLDED TWR BOX ZP)	No	100		
2.2	Supply of Contactors for Reinke Center Pivot Tower Box 110/400V	No	60		
2.3	Supply, install and test 11 core electric aluminium cables as specified (4 x 2.5 mm ² and 7 cores of 1.5 mm ²). The electric aluminium stranded cables or single core to be equivalent to the copper cables of 2.5 mm ² and 1.5 mm ² .	m	2000		
2.4	Supply, install and test 4 core electric aluminium cables as specified (4 x 2.5 mm ²)	m	1000		
2.5	Cable ties of length 1.5m and width 25mm or equivalent (White color)	No	500		
2.6	Supply, install and test lightning arrester big spring type to prevent for overcharged electricity (66,000 Volts and higher) from thunderstorm and lightning.	No	5		
Subtotal- Exclusive of VAT(carried to summary of Bill of Quantities)					

Procurement for Supply, Installation, Testing and Commissioning of Spare Parts and Aluminium Electric cables on Centre Pivot Irrigation System

Procurement Reference number: OMD/ REPAIR PIVOT/27/23

(Bauer Centre Pivot)

LOT B

Item No	Description	Unit	Qty	Rate (MUR)	Total Amount (MUR)
2.1(a)	Supply, installation, testing and commissioning of Control Panel for Bauer Centre Pivot, Type: Alex NR N0025923BJ.2002;	No	1		
	OR				
2.1(b)	Supply, installation, testing and commissioning of equivalent standard Main Control Panel adapted to Bauer Centre Pivot	No	1		
2.2	Supply, install and test Contactor for Bauer Centre Pivot LCID09, 230/400V	No	5		
2.3	Supply, install and test Tower Box Intermediate HS/B801 for Bauer Centre Pivot	No	2		
	Subtotal- Exclusive of VAT(carried to summary of Bill of Quantities)				

Procurement for Supply, Installation, Testing and Commissioning of Spare Parts and Aluminium Electric cables on Centre Pivot Irrigation System

Procurement Reference number: OMD/ REPAIR PIVOT/27/23

SUMMARY OF BILLS OF QUANTITIES

Item No	Description	LOT	Amount (MUR)
1	Procurement for Supply, Installation, Testing and Commissioning of Spare Parts and Aluminium Electric Cables on Centre Pivot Irrigation System. Reinke Centre Pivot	A	
2	Procurement for Supply, Installation, Testing and Commissioning of Spare Parts and Aluminium Electric Cables on Centre Pivot Irrigation System. Bauer Centre Pivot	B	
	Contingency		25,000
	Add 15% VAT		
	Grand Total to be transferred to the Bid Submission Form		

NAME:

POSITION:

SIGNATURE:.....

DATE:.....

NAME OF COMPANY:.....

ADDRESS OF COMPANY:.....

Section III

Statement of Requirements

SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

22. General

1.1. Brief description

The Irrigation Authority is having 26 centre pivots out of which 22 are of make Reinke, 3 of make Bauer and 1 of make Zimmatic. Presently only 12 Centre Pivots are in operation and the remaining ones are idle due to theft of electric cables that occurred repetitively as from August 2022. There has been theft and act of vandalism occurring every now and then despite the IA has provided watchman service and patrol during the night. The Centre Drives have been stolen in addition to pressure control valve, the components made in copper such as pilot valve have been removed and make the service of providing irrigation water impossible.

All the items that have been stolen are mentioned in the bill of quantities. The bidder shall quote for the supply, installation and testing of each component and make the Centre Pivots operational. Out of the two Centre Pivots, nine are of make Reinke and two of make Bauer.

The Irrigation Authority has the intention of installing an alarm system and fence the centre point of each Centre Pivot with electric fencing in the coming months in view to secure the Centre Pivots.

The specification for the 11 cores copper electric cables used on centre pivot of make Bauer, Zimmatic and Reinke were 4 cores of 2.5 mm² and 7 cores of 1.5 mm².

Bidder is requested to quote for 11 cores of electrical aluminium cables of appropriate cross-sectional area to meet the same conducting capacity of that of the 11 cores copper cables specified above. The outer insulation sheath of the cables shall be UV resistant and suitable for tropical climate.

Section III- Statement of Requirements

Electric cable made of copper to be used over the spans of the pivots will **not** be accepted, and even for the cables from the centre drive to the tower boxes shall be of aluminium electric cables which is of four cores.

The list of Centre Pivots presently not operational is given below. The Centre Pivots are not in operation due to act of vandalism and theft of items listed in the Bill of Quantities.

S.No	Centre Pivot/make	No of Spans	Approximate length of cables per span (in metres to be fixed)	Length of cable (m)
1	Reinke A1 NPIP Conversion	6	60.4, 59.1, 59.1, 59.1, 59.1, 59.1	355.9
2	Reinke A5 NPIP Conversion	9	60.4, 59.1, 59.1, 53.3, 53.3, 48.8, 48.8, 41.8, 41.8	466.4
3	Reinke A6 NPIP Conversion	5	54.6, 48.8, 48.8, 48.8, 48.8	249.8
4	Reinke B1 NPIP Conversion	6	60.4, 53.3, 48.8, 48.8, 48.8, 43.0	303.1
5	Reinke B2 NPIP Conversion	8	60.4, 59.1, 59.1, 59.1, 59.1, 53.3, 48.8, 41.8	440.7

Section III- Statement of Requirements

6	Reinke B4 NPIP Conversion	8	60.4, 59.1, 59.1, 59.1, 59.1, 53.3, 48.8, 41.8	440.7
7	Reinke B5 NPIP Conversion	6	60.4, 59.1, 59.1, 53.3, 48.8, 41.8	322.5
8	Reinke C4 NPIP Conversion	4	54.6, 48.8, 48.8, 41.8	194
9	Reinke Block 2 Pivot 2	6	50.5, 49.2, 53.3, 53.3, 59.1, 59.1	324.5
10	Bauer Block 3 Pivot 1	6	50*6	300
11	Bauer Block 3 Pivot 2	5	50*5	250
	TOTAL			3,647

The testing and commissioning of the pivots with the fixing of the aluminium electric cables include the proper response of the pivots and tower boxes and other components to make the pivots fully operational.

Specifications

Rubber Hose

The rubber hose shall be of minimum length 260 mm, diameter 170 mm and thickness 7 mm (6^{5/8}"- ID x 12) which should fit on Reinke Pivot. The flex-joint rubber hose shall allow unrestricted movement of the spans up to 24% differential changes in grade and shall not transmit bending and torsional stress into the water pipe. It should bear no structural weight and shall have a minimum burst pressure of 150 PSI and a maximum diametrical expansion of 0.75 inches at 100 PSI.

Clamps

The clamps are used to fasten the Rubber Hose. The clamp T-Bolt should be used to fasten the rubber hose mentioned above.

Wheel Gear box for Reinke Pivot

The heavy-duty final drive wheel gearboxes (part No 112118 on Reinke Pivot) shall be a self-locking worm gear designed to provide positive braking. There shall be a cast iron bull gear and integral ductile steel worm input shaft providing a 50:1 reduction. The gears shall utilize a full recessed action and shall have a 14½ degree pressure angle designed to reduce friction and heat. The wheel gear shall have a rating of 36 000 in-lbs continuous output torque and be capable of withstanding 95 000 in-lbs of output momentary peak torque without failure. The 2¼ " in diameter output shaft shall be made of high tensile materials. The hub on the output shaft shall include a wheel-mounting centering ring. There shall be dual input shafts, and the seal area of said input shafts shall be hardened to 210 – 255 BHN minimum, utilizing double lip oil seals. A shaft protector shall be provided to protect the seals of the unused input shaft. The depth of this gearbox shall not exceed 10.5" from mounting faceplate to face of wheel mounting hub. Final drive gearboxes shall be supplied with lubricant to normal operating levels, which shall submerge the worm gear and all bearings. Oil quality shall meet or exceed MIL-21056 and API-GL5 specifications for SAE 85W-140 gear lubricant. They shall be hermetically sealed and have a built-in expansion chamber of 31 cubic inches to maintain minimal changes in temperature and provide isolation from water vapour transfer into the gear case. Alternative proposal is acceptable but needs to be confirmed by bidder in writing.

Centre Drive – Helical Gears/Standard Speed for Reinke Pivot

The centre Drive is a combination of an electric motor and helical gear reduction having a gear ratio of 50:1.

The gear drive system shall develop adequate torque to negotiate 15% slopes, and simultaneously cross over 16" high ridges between rows while applying water.

The electric motor of the centre drive shall be 460 VAC, 3 Phase, 50 hertz totally enclosed irrigation duty, and capable of operating under extreme environmental conditions. The motor cover shall be finned aluminium for cool operation and long life. The centre drive motors shall be 0.5 hp and shall operate at 30 RPM (Standard speed) at 50 Hz . The motors shall utilize a thermal sensitive device to protect the motor against excessive current or heat. One motor at each tower shall provide input power through the centre drive gear box to the two final drive gearboxes. The motors shall be rated at 1 100 inch pounds of torque continuous duty.

The centre drive gearbox shall be of helical gear design, the steel gears shall be machined and heat-treated for long life. Gears formed from compressed powder are not acceptable. The two stage reduction shall provide a final output of 30 RPM at 50 Hz respective to the above mentioned motor rpm. The two output shafts shall incorporate double seals, which shall be protected by crop guards. The centre drive gearboxes shall be supplied with lubricant to normal operating levels, which shall submerge all gears and bearings. Oil quality shall meet or exceed AGMA – 4 specifications for SAE 90W gear lubricant. All centre drive gearboxes shall be heretically sealed to provide isolation from water vapour transfer into the gear case.

The specification in term of RPM ,Gear Ratio of centre drives for Bauer and Zimmatic pivots are indicated in the bill of quantities.

Tower Control Boxes for Reinke Pivot

Tower Control boxes, including base and cover, which will be used on **Reinke Pivots**, shall be of a drip-proof , injection molded, double walled, UV stabilized, high impact plastic design to reduce condensation. They are classified in the category;

- (i) A US Motors-UL-C UL-K195 (Complete set)
- (ii) B US Motors – K39A (Complete set)

The tower box shall have external, manual disconnect/cover interlock to prevent opening the box while energized. A tower box without the cover safety interlock is not acceptable.

Two parallel linkage rods shall be used to reduce the deflection caused by uneven terrain. Two internal electro-mechanical micro-switches shall be utilized, one for alignment and one for safety shutdown.

The tower boxes should be specific for Reinke pivot which receive command from a resolver. Alternative offer for the tower boxes shall **not** be accepted as it has to be specific for Reinke pivot.

Alternative is acceptable provided it is confirmed in writing by the Bidder.

Operator Control Panel for Reinke Pivot (mcP-RAMS-E60 - Part No. 143467)

A full set of the main control panel consisting of the screen and the main circuit board of Reinke Automated Management System (RAMS) are required. The screen shall display four lines of 40 characters each and each character shall be ½” in height. There shall be back-lighting for the system status screen that improves night-time visibility and a LCD contrast knob shall be provided. The screen shall be capable of displaying either English or metric equivalencies. The circuit board on the backside of the inner door shall incorporate 21 separate LED indicator lights to monitor certain functions and assist in troubleshooting. The screen should be of the same characteristics that are already in use on Reinke Pivots.

The circuit board in the main control panel shall provide for 6 AC inputs to allow monitoring of water pressure, ambient temperature, system safety circuits and 3 optional inputs. All six inputs shall provide for automatic system shutdown upon alarm.

The circuit board in the main control panel shall provide for 12 AC outputs through 12 easily replaceable, N.O. SPST relays. A circuit board without replaceable relays is not acceptable. These relays shall control the directional control, system start/stop, water pump on/off, chemical pump on/off, end gun on/off, auxiliary outputs 1-5 on/off and depth of application (speed and/or time per revolution). The relays shall be divided into two banks of 6 relays each and shall be fused at a maximum of 2.5 A.

The manual mode shall provide for control of all 12 AC outputs through the 32-function keypad. The programmable mode shall provide for automatic control of all 12 AC outputs dependent upon angular position and direction of movement. The angular positions are obtained from a resolver that is mounted on the collector ring. The start and stop function, water pump, chemical pump and auxiliaries shall also be programmable based on certain times of the day, week, or a specific date in the future. Time shall be provided by a 10 year lithium battery backed real time clock. Programs shall be store in 32 K flash memory, and shall not require battery back up. The control panel shall be capable of storing multiple programs with up to a combined total of 750 position records and 95 end gun records.

Alternative offer shall be accepted provided it is adapted on Reinke Centre Pivot.

Wheel Gear box for Reinke, Zimmatic and Bauer Pivot

The heavy-duty final drive wheel gearboxes (part No 112118 on Reinke Pivot) shall be a self-locking worm gear designed to provide positive braking. There shall be a cast iron bull gear and integral ductile steel worm input shaft providing a **50:1** reduction. The gears shall utilize a full recessed action and shall have a 14½ degree pressure angle designed to reduce friction and heat. The wheel gear shall have a rating of 36 000 in-lbs continuous output torque and be capable of withstanding 95 000 in-lbs of output momentary peak torque without failure. The 2¼ “ in diameter output shaft shall be made of high tensile materials. The hub on the output shaft

shall include a wheel-mounting centering ring. There shall be dual input shafts, and the seal area of said input shafts shall be hardened to 210 – 255 BHN minimum, utilizing double lip oil seals. A shaft protector shall be provided to protect the seals of the unused input shaft. The depth of this gearbox shall not exceed 10.5” from mounting faceplate to face of wheel mounting hub. Final drive gearboxes shall be supplied with lubricant to normal operating levels, which shall submerge the worm gear and all bearings. Oil quality shall meet or exceed MIL-21056 and API-GL5 specifications for SAE 85W-140 gear lubricant. They shall be hermetically sealed and have a built-in expansion chamber of 31 cubic inches to maintain minimal changes in temperature and provide isolation from water vapour transfer into the gear case.

Bidder may propose an alternate gear box but has to confirm its suitability on Reinke , Bauer and Zimmatic pivots. The Bidder shall indicate the torque developed by the gear box being proposed.

Electric Aluminium Cables

Bidder shall also inform where such 11 cores electric aluminium cable have been supplied and used on centre pivot irrigation system and since when it has been installed. This information can be filled in the table below.

Name of Client	Date when aluminium cables were installed	Make of Centre Pivot and name of Company	Work successfully completed since when

Certificate of compliance regarding conductivity equivalence shall be submitted at time of submission of offer. The Irrigation Authority reserves the right to carry out conductivity test at a recognized body in Mauritius.

Bidder is requested to submit along with its submission one meter length of proposed electrical cable as sample.

The Bidder shall quote for the supply and installation of each item as mentioned in the Bill of Quantities.

**Section IV:
General Conditions of Contract and
Particular Conditions of Contract**

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), (**Ref: W/GCC10/12-21**), for the Procurement of Works (available on website ppo.govmu.org) except where modified by the Particular Conditions of Contract below.

Particular Conditions of Contract

Procurement Reference No: OMD/ REPAIR PIVOT/27/23

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

A. General	
GCC 1.1 (o)	The Defects Liability Period is 12 months from the Completion Date.
GCC 1.1 (r)	The Employer is: Irrigation Authority 5 th Fon Sing Building 12 Edith Cavell Street Port Louis The Authorised representative is Mr. G. SEETAH who is also the General Manager
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be One hundred and Twenty (120) calendar days calculated from the start date. The Start date shall be 7 days from the date of issue of the Order to Commence works to be issued by the Project Manager
GCC 1.1 (y)	The Project Manager shall be a representative of the Irrigation Authority
GCC 1.1 (aa)	The Site is located at Plaine des Papayes, Stage 1
GCC 1.1 (dd)	“The Start Date shall be seven (7) days from the issue of Order to Commence works to be issued by the Project Manager
GCC 1.1 (hh)	The Scope of Works under Contract OMD/ REPAIR PIVOT/27/23 shall consist of viz.: (i) Supply, install and test Rubber Hose-Water 6 ^{5/8} " ID x 12 and thickness to sustain the pressure specified (ii) Supply, install and test complete set of Main Control Panel for

	<p>Reinke Centre Pivot</p> <p>(iii) Supply and installation of Centre Drive for Reinke Centre Pivot</p> <p>(iv) Supply and install Reinke Collector reel with resolver - REEL RAMS - 10 RING, part number 143461</p> <p>(v) Supply, install and test Coupler Hi-Torque Drive – Kit Coupler</p> <p>(vi) Supply, Install and Test Tower Box for Reinke centre Pivot only</p> <p>(vii) Supply, install and test Touch screen shield cover for Reinke centre pivot (Part no 113450- M-REV 1) or an equivalent</p> <p>(viii) Supply, install and test Gear box having gear ratio of 50:1</p> <p>(ix) Supply of Contactors for Reinke Center Tower Box</p> <p>(x) Supply, install and test 11 core electric aluminium cables as specified (4 x 2.5 mm² and 7 cores of 1.5 mm²). The electric aluminium stranded cables to be equivalent to the copper cables of 2.5 mm² and 1.5 mm².</p> <p>(xi) Supply, install and test 4 core electric aluminium cables as specified (4 x 2.5 mm²)</p> <p>The completion period shall be One hundred and Twenty (120) calendar days from the Start Date.</p> <p>The whole of the works shall be carried out in strict accordance with the Drawings, Scope of Works; Statement of Requirements; and Conditions of Contract.</p>
GCC 2.2	Sectional Completions are not applicable to this Contract
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <p>1) Pre-award correspondences</p> <p>2) Post- award Submissions:</p> <p style="padding-left: 40px;">(a) Performance Security</p> <p style="padding-left: 40px;">(b) Insurance policies</p> <p style="padding-left: 40px;">(c) Joint Venture Agreement (if any)</p> <p style="padding-left: 40px;">(d) Programme of Works</p> <p>3) Technical Documents including all catalogues and brochure of control valves supplied under this Contract</p>

	4) Any other document submitted by the Bidder which the Employer considered to be necessary for inclusion in the Contract
GCC 3.1	The language of the contract is English The law and regulations that apply to the Contract are those of Mauritius.
GCC 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
GCC 5.1	The Project Manager may not delegate any of his duties and responsibilities without the approval of the Employer.
GCC 6	Any notice shall be sent to the following addresses: The General Manager, Irrigation Authority 5 th Fon Sing Building 12 Edith Cavell Street Port Louis For the Contractor, the address shall be as given on the first page of the Letter of Acceptance and the contact name shall be _____.
GCC 8.1	Schedule of other contractors is not applicable.
GCC 9.1	To add under Key Personnel: (i) Contract Manager or Site agent holding at least a Degree in Mechanical or Electromechanical engineering works or Building Services Engineering works from a recognised institution and shall be registered with the Council of Registered Professional Engineer of Mauritius. He shall have at least 3 years post registration experience in Mechanical or Electromechanical engineering works or Building Services Engineering works.

	(ii)One foreman having at least 3 years of experience in electrical and plumbing works
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: Contract Price plus 15% (b) for loss or damage to Equipment: Cost of equipment plus 15% of its value (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: MUR 3,000,000.00 (Three Million Rupees) (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: As per Law of Mauritius (ii) of other people: MUR 10,000,000 (Ten Million Rupees). This cover shall be in the joint name of the two parties covering any third party and extended to the site representatives of the Irrigation Authority. (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p> <p>All insurance covers shall be valid from commencement of works until the end of the defects liability period and shall be approved by the Project Manager.</p>
GCC 14.1	<p>Site Investigation Reports are:</p> <p>There are no Site Investigation Reports available for this project. Bidders are however advised to visit the site prior to submission of bid. They should</p>

	<p>acquaint themselves with the nature of the site, extent of the work, means of access, general nature of the soil and all other matters which may influence preparation and execution of their bid. All costs incidental thereof shall be at the Bidder's own expense.</p> <p>No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.</p>
GCC 16.1	The intended completion date shall be One hundred and Twenty (120) calendar days from the Start Date.
GCC 20.1	The Site Possession Date shall be stated by the Project Manager in the order to commence work and based on the Programme of Works to be approved by the Project Manager as stated in GCC 25.1.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	<p>No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement.</p> <p>If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.</p>
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Programme for the Works within 7 days from the date of the Letter of Acceptance.
GCC 25.3	Program updates shall be required and the period between Program updates is fourteen (14) days. The amount to be withheld for late submission of an updated Program is MUR 1,000 per day delayed.
C. Quality Control	
GCC 33.1	The Defects Liability Period is 365 calendar days calculated from the date of completion of the works certified by the Project Manager in accordance with Clause 53.
GCC 34.1	<p>Delete sub-clause 34.1 and replace by the following:</p> <p>Should any defect arise during the contractual period and up to the end of</p>

	the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager’s notice, this shall constitute a breach of the Contractor’s obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from the Performance Security.
GCC 37.1	To add: Prior to issue of any Variation Order (VO) involving cost implication, the Project Manager shall assess the variation and seek the approval of the Employer.
GCC 37.2	To add: The Project Manager shall assess all quotations and submit recommendation to Employer for approval prior to issue of the VO.
GCC 39.7	Payment shall be made as per progress of works without payment for materials on site.
D. Cost Control	
GCC 40.1	Replace second sentence “The Employer shall pay the Contractor the amounts certified by the Project Manager within 21 days of the date of each certificate with supporting documents from the Contractor” by “The Project Manager shall certify the amount after verification within fourteen (14) days from the receipt of an invoice supported by an interim payment application from the Contractor and the Employer shall pay the Contractor for the amount certified by the Project Manager within 56 days of receipt of the certified interim payment certificate from the Project Manager.” To add: Minimum amount of Interim Payment shall be MUR 500,000.
GCC 41.1 (l)	The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events: (i) 100 mm rainfall or above recorded in one day of the nearest rain station; (ii) An official declaration of ‘Torrential Rain’ by meteorological Department of Mauritius; and (iii) Cyclone warning Class II or above.
GCC 43.1	The currency of the Employer’s country is: Mauritian Rupees.

GCC 44.1	The Contract is not subject to price adjustment. It shall be a fixed price which shall not revised or adjusted for any fluctuations in the cost of inputs.
GCC 45.1	10% of the amount shall be retained from any payment in respect of the value of work certified. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects. <i>The Limit of Retention Money shall be 5% of Contract Price.</i>
GCC 46.1	The liquidated damages for the whole of the Works shall be MUR 5,000 per calendar day beyond the Intended Completion Date. The maximum amount of liquidated damages for the whole of the Works is 10% of the Contract Price.
GCC 47.1	The Bonus for the whole of the Works is not applicable.
GCC 48.1	The Advance Payments shall be: 15 % of the Contract Price excluding VAT and shall be paid to the Contractor within 14 days after signature of the Contract and submission of the Advance Payment security by the contractor no later than 7 days from the signature of the Contract.
GCC 49.1	The Performance Security amount is 10% of Contract price excluding VAT.

E. Finishing the Contract

GCC 56	The date by which operating and maintenance manuals are required is two weeks before the intended completion date. The date by which “as built” drawings are required is two weeks before the intended completion date. “As built” drawings shall be worked out by the Contractor and submitted for approval by the Project Manager in case of changes to drawings of the bidding document, failing which these drawings shall be drawn by the Employer at the cost of Rs 1000 per drawing which will be deducted from the final payment to the contractor.
GCC 57.2 (g)	The maximum number of days shall be computed based on the maximum amount of liquidated damages for the whole of the Works.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 25%.

Section V

Contract Forms

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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 Works]*(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 and returned to us not later than twenty- one days from the date of issuance of the Defects Liability 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.

.....**Seal of bank/Insurance Guarantee and**

Signature(s).....

ADVANCE PAYMENT SECURITY

[Bank's/ Insurance Company's Name, and Address of Issuing Branch or Office]

Beneficiary:*[Name and Address of Employer]*

Date:

Advance Payment 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 Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]* ¹ (. *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of the Bank/Insurance Company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* * (. *[amount in words]*) 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 under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[Contractor's account number]* at *[name and address of the Bank/Insurance Company]*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of , ², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

..... *[Seal of Bank/Insurance Company and Signature(s)]*

CONTRACT AGREEMENT

THIS AGREEMENT made the of *[Date]*, between *[Name of employer]* (Hereinafter “the Employer”), of the one part, and *[Name of the Contractor]* (Hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as..... *[Name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all the other Contract documents.
 - a) The Letter of Acceptance
 - b) The Bid
 - c) The Addenda Nos.....(Insert Addenda numbers if any)
 - d) The Appendix to the General Conditions of Contract
 - e) The General Conditions of Contract;
 - f) The Specifications
 - g) The Drawings; and
 - h) The Completed Schedules
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby convenants with the Employer to

execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- 4. The Employer hereby convenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

Signed by:

.....

For and on behalf of the Employer

Signed by:

.....

For and on behalf of the Contractor

In the presence of:

.....

Witness, Name, Signature, Address, Date

In the presence of

.....

Witness, Name, Signature, Address, Date

