



IRRIGATION AUTHORITY
OPEN NATIONAL BIDDING

Desilting Works at Plaisance and St Felix Irrigation Projects

Procurement Reference No: CSD/Desilt/23

BIDDING DOCUMENTS

Public Body: Irrigation Authority
5th Floor, Fon Sin Building
12, Edith Cavell Street
Port Louis
Tel: 2106596
Email: irrig@irrig.org

January 2024

Section I Instruction to Bidders

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 are:

(a) Lot 1 – St Felix Small Scale Irrigation Project.

Desilting of the regulating and the diversion weirs and disposal of the silted materials and debris to a proposed location as approved by the Irrigation Authority. Reinstatement of the site, track and estate roads to a condition prior to the start of works.

(b) Lot 2 – Plaisance small Scale Irrigation Project.

Desilting work upstream of the retaining wall and disposal of the silted materials and debris to a proposed location as approved by the Irrigation Authority. Reinstatement of the site, tracks and estate roads to a condition prior to the start of works.

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**

The Employer will respond in writing to any request for clarification, provided that such request is received 14 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.

1.2. 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.

1. Validity of Bids

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

2. Works Completion Period

The Intended Completion periods from start date of works are:

Lot 1 – Three (3) weeks under dry conditions

Lot 2 – Three (3) weeks under dry conditions

3. Site Visit

Bidders or their designated representatives are invited to attend a pre-bid meeting/ site visit scheduled for:

Lot 1 – at 10.30 hrs, meeting point at Balance Surinam, behind SBM Ltd

Lot 2 – at 13.00 hrs, meeting point at Beau Vallon Mall Parking Area

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. Mode of transport should be a 4WD.

4. 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.

5. 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 **1500 hours local time on Thursday 29 February 2024**. 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.

6. Bid Opening

Bids will be opened by the Irrigation Authority at **1530 hours on the same day and date** of submission of Bids referred to in section 5 above. Bidders or their representatives may attend the Bid Opening if they choose to do so.

7. 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.

8. 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.

9. 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.
- (b) Experience in one work of similar nature over the last 10 years, each of value not less than MUR 0.5 Million.
- (c) Site agent (full-time) holding at least a Diploma in Construction related field and 3 years of experience in engineering works.
- (d) Minimum amount of liquid assets and/or credit facilities, net of other contractual commitments of the Bidder of (MUR 500,000).

10. 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 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.

11. Joint Venture

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

- i. The Bid shall include all the information required as per the Qualification Information form for each joint venture partner;
- ii. The Bid shall be signed so as to be legally binding on all partners;
- iii. 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;
- iv. 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
- v. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

12. 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. Bidders are required to submit their bid prices **including contingency sum and exclusive of 15% VAT.**

13. 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 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:

- (a) To split the contract as per lowest evaluated cost per lot; and

(b) 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.

(a) 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**

(b) 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**

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

BID SUBMISSION FORM

Date:

Procurement Reference No.: *CSD/Desilt/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:
- (c) The total price of our Bid and contingency sum excluding 15% VAT is:
_____ (MUR):
- (d) 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 or up to....., whichever is later, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) 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.
- (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 9 ;

- (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 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.

- (k) 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;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (m) 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/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

*[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 1 works of a nature and amount similar to the Works performed as Contractor over the last 10 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.

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

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 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 of², 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)]*

BID CHECKLIST**Procurement Reference No: CSD/Desilt/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	

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

Section III

Statement of Requirements

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

1. General

1.1. Brief description

The works consist of:

Lot 1 – St Felix Small Scale Irrigation Project

The source of water for irrigation at the St Felix is form River Patates. Two weirs were constructed across the river in order to regulate and to divert the flow respectively. The regulating weir is found upstream of the diversion weir. Both weirs were dredged in January 2006.

Mud, silts, boulders and other debris have accumulated in the weirs and consequently the water storage capacity has been drastically reduced, thus reducing the hydraulic pressure within the project area.

Lot 2 – Plaisance Small Scale Irrigation Project

The Desilting work is carried out at interval of 3 to 4 years depending on accumulation of silt and other debris within the submerged area for proper abstraction of water of the pump set located on the left-hand side of the river. The silted material reduces the storage capacity upstream of the retaining wall thereby causing reduce water allocation during the dry months. This work may involve cutting down of a few trees after obtaining approval from the Forestry Department, in order to get access to the river. The Irrigation Authority may act as a facilitator to expedite formality at the Forestry or other concerned departments. The desilting work should not be executed close to the masonry wall and a safe distance of 5m is to be kept in the actual condition. The contractor is expected to limit dredging 200-300 mm deeper than the depth of bed of the river except for the region which surrounds the basin intake up to the pipe intake which shall be 1m deeper by width 2m than the rest of the retaining bed. This shall facilitate the intake of water and increase the duration of silt deposit on the bed.

The desilted material should be removed and disposed at a location away from the site. Work is to be carried out with a minimum quantity of silted material flowing downstream of the masonry wall and the contractor shall ensure maximum precaution to minimize such occurrence.

1.2. Scope of Works

The works consist of:

Lot 1 – St Felix Small Scale Irrigation Project

- (a) Identify proper locations to get access to the retaining walls.
- (b) Divert water to enable proper execution of the work as normally the desilting work will have to be carried out during a period where the water level in the weir will be within manoeuvrable level. The retaining walls are fitted with sluice valve to enable flow downstream.
- (c) Work at the two reinforced concrete retaining walls shall be carried out with due diligence so as not to cause damage to the structure of the base and wall of the retaining walls.
- (d) All debris, grasses, or aquatic plants and silted material within the range as specified shall be removed and carted away. The depth of debris to be removed shall be restricted to the top level of the base of the retaining wall. No debris or mud shall be allowed to be deposited downstream of the walls.
- (e) Sites should be reinstated after completion of work.
- (f) Any other related works to ensure proper desilting work.

Lot 2 – Plaisance Small Scale Irrigation Project

Identify proper location to get access to the retaining walls.

- (a) Divert water to enable proper execution of the work as normally the desilting works will have to be carried out during a period where the water level in the river is within maneuverable level. The masonry gravity retaining walls fitted with sluice valve to enable flow downstream. To facilitate work execution.

- (b) Work at the masonry wall shall be carried out with due diligence so as not to cause damage to the structure of the base and wall of the retaining walls. A safe distance of 5m is to be kept from the base of the retaining wall so as not to disturb the foundation works while working.
- (c) All debris, grasses, or aquatic plants and silted material within the range as specified shall be removed and carted away appropriately. The depth of debris to be removed shall be restricted to the top level of the base of the retaining wall. No debris or mud shall be allowed to be deposited downstream of the walls.
- (d) Site should be reinstated after completion of work.
- (e) Any other related works to ensure proper desilting work.

SPECIFICATIONS

1.1 DESILTING WORKS

The desilting work shall consist of the removal of silted materials, mud, stones and boulders etc. which may be encountered from the bed and embankment of the weirs. The works shall be carried out by excavator or any other approved equipment without disturbing the bed rock layer of the weirs and the weirs structure. The depth of the dredging works shall not exceed two meters, and the area to be dredged shall be defined on site by the Authority during the pre-bid site visit.

The successful bidder will be provided with the drawings showing the location of the toe / heel of the retaining walls. However, the successful bidder shall be responsible for collection of the additional necessary information on the structures or facilities which could be affected by the works, particularly the base of the retaining walls, and take all useful precautions for the protection of such structures and facilities. The successful bidder shall be responsible to undertake immediately any repair work for any damage caused to the structure of the retaining walls during the desilting work.

METHODOLOGY OF DESILTING

The bidder shall submit his methodology to carry out the desilting work on the weirs at the time of submission of the bid. Care shall be taken during the works so as not to cause damage to any of the existing structures, retaining wall and access track road.

DISPOSAL OF SILTED MATERIAL

All silted materials and debris; rocks shall be transported and carted from the sites. The locations proposed for disposing or storing the silted materials and debris, whether temporarily or permanently, shall be subject to the approval of the Irrigation Authority.

INSPECTION OF SITE

Prior to commencement of the Works the bidder shall inspect the Site and assess the presence of all visible structures or services which in his opinion are too close to the permanent works and which present risk of damage during the desilting works. An indicative dimension of the area to be cleaned is as follows:

Lot 1

Regulating Weir	-	Width 20m, Length 40m
Diversion Weir	-	Width 18m, Length 27 m

Lot 2

Masonry wall for retaining water on La Chaux River – Width 20m, Length 60m

ACCESS TO SITE

To facilitate access to the Sites, the successful bidder shall, where necessary, form continuous access tracks – including all temporary water diversions and bridge works – on

alignments agreed with the Irrigation Authority. After completion of works the access road shall be removed and the site restored to its original state or an acceptable state by the Irrigation Authority.

SITES TO BE TIDY

The sites shall be maintained in a neat, tidy and unhealthy condition and the successful bidder shall remove all surplus and unwanted materials, debris and other litter from the Sites after the works is completed.

SAFETY ON SITE

The successful bidder shall take all necessary steps to ensure that the works are done in an orderly manner and that safety precautions are enforced to avoid accidents to the personnel of the successful bidders and to other parties working on site

REINSTATEMENT OF SITES, TRACKS AND ESTATE ROADS

Upon completion of the Works the successful bidder shall reinstate the Site, Tracks and Estate roads in a condition not less satisfactory than they were prior to commencement of work.

AVOIDANCE OF POLLUTION

The successful bidders shall take all necessary precautions to ensure the efficient protection of existing water supplies against pollution by any cause whatsoever.

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

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)^{1*}**, for the Procurement of Works (available on Website ppo.govmu.org) except where modified by Particular Conditions of Contract below.

Particular Conditions of Contract

Procurement Reference Number: **CSD/Desilt/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 (r)	<p>The Employer is:</p> <p>Irrigation Authority</p> <p>5th Fon Sing Building</p> <p>12 Edith Cavell Street</p> <p>Port Louis</p> <p>The Authorised representative is Mr. G. SEETAH who is also the General Manager</p>
GCC 1.1 (v)	<p>The Intended Completion Date for the whole of the Works shall be Eighteen (18) calendar days for each lot calculated from the start date under dry condition.</p> <p>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</p>
GCC 1.1 (y)	The Project Manager shall be a representative of the Irrigation Authority
GCC 1.1 (aa)	The Site is located at Plaisance and St Felix and is defined in drawings No: CSD/Desilt/23/1 and CSD/Desilt/23/2

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 Works consist of desilting works, carting away of materials and reinstatement of site under Lot 1 and Lot 2.
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> <ol style="list-style-type: none"> 1) Pre-award correspondences 2) Post- award Submissions: <ol style="list-style-type: none"> (a) Performance Security (b) Insurance policies (c) Joint Venture Agreement (if any) (d) Programme of Works 3) Technical Documents 4) Any other documents submitted by the Bidder which the Employer considered to be necessary for inclusion in the Contract
GCC 3.1	<p>The language of the contract is English</p> <p>The law and regulations that apply to the Contract are those of Mauritius.</p>
GCC 5.1	The Project Manager may not delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors is not applicable.
GCC 13.1	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>(a) for the Works, Plant and Materials: Contract Price + 15%</p> <p>(b) for loss or damage to Equipment: Cost of equipment + 15% of its value</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: MUR 1,000,000.00 (One Million Rupees)</p> <p>(d) for personal injury or death:</p> <p style="padding-left: 40px;">(i) of the Contractor’s employees: As per Law of Mauritius</p> <p style="padding-left: 40px;">(ii) of other people: MUR 2,000,000 (Two 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.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <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>
GCC 14.1	<p>Site Investigation Reports are:</p> <p>There are no Site Investigation Reports available for this projects. Bidders are</p>

	<p>however, advised to visit the site prior to submission of bid. They should 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 20.1	The Site Possession Date shall be indicated in the order to commence Works
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 Seven (7) 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 6 months calculated from the date of completion of the works certified by the Project Manager in accordance with Clause 53.
GCC 34.1	Delete sub-clause 34.1 and replace by the following: Should any defect arise during the contractual period and up to the end of 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

	<p>“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 28 days of receipt of the certified interim payment certificate from the Project Manager.”</p> <p>To add:</p> <p>Minimum amount of Interim Payment shall be MUR 500,000.</p>
GCC 41.1 (l)	<p>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</p> <p>(i) 100 mm rainfall or above recorded in one day of the nearest rain station;</p> <p>(ii) An official declaration of ‘Torrential Rain’ by meteorological Department of Mauritius; and</p> <p>(iii) Cyclone warning Class II or above.</p>
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	<p>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.</p> <p><i>The Limit of Retention Money shall be 5% of Contract Price.</i></p>
GCC 46.1	<p>The liquidated damages for the whole of the Works shall be MUR 5,000 per calendar day beyond the Intended Completion Date.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the Contract Price.</p>

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 less any provisional sum and contingency 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
PREAMBLE TO BILL OF QUANTITIES

PREAMBLE

1. General

- 1.1. The Bill of Quantities is not and does not purport to be either exhaustive or explanatory of all the obligations and duties of the Contractor who shall be deemed to have satisfied himself as to the correctness and sufficiency of the rates and prices stated in the Bill of Quantities all of which shall cover all his obligations under the Contract (including those in respect of the supply of goods, workmanship, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works.
- 1.2. The bidder shall name in his separate memorandum the percentage overhead, preliminary and general items of cost applied to his direct costs in the rates entered in the Bill of Quantities. This percentage shall be deemed to represent all the indirect costs and profit recoverable by the Contractor on the Contract sum, provided always that the bidder shall not apportion indirect costs on all items in the Bill of Quantities which is either a provisional sum or a provisional quantity.
- 1.3. A detailed description of the Bill items and of the conditions under which and the manner in which the work is to be done is not set out in each item of the Bill of Quantities, and reference should be made to this Preamble, Specifications and all other documents forming the Contract.
- 1.4. Rates and prices are to cover fixing and/or finishing the work completely. Fixing, laying, jointing, building in or finishing works are therefore not usually specifically mentioned in the Bill of Quantities. Rates and prices shall include for all building in of valves, pipes, ladders, walkways or similar and for all necessary brackets, gaskets, bolts, nuts, fittings and fixtures whether or not they are mentioned in the Bill of Quantities.
- 1.5. The Contractor shall be deemed to have inserted against each Bill item such rates and prices as he may deem necessary to cover the requirements of the Contract including all

conditions, obligations and liabilities. Where no rate or price is inserted against any item in the Bills the cost of the work for such item shall be deemed to be spread over and have been included in rates and prices for other items priced by the Contractor.

The Bill of Quantities has been divided into sections for convenience of measurement and pricing.

- 1.6. Each Bill item shall be duly rated and priced by the Contractor with the exception of the items for which a rate only is required or which already have Provisional Sums affixed thereto. Unless otherwise stated, all items shall be fully inclusive of all that is necessary to fulfill the liabilities, obligations and risks either expressly stated or implied arising out of the Contract and shall be deemed to include all of the following: -:
 - i. Labour and all associated costs.
 - ii. Materials, goods, plant and all associated costs.
 - iii. Contractor's Equipment.
 - iv. Temporary Works.
 - v. Superintendence of the Works.
 - vi. Establishment charges, overheads and profit.
- 1.7. The rates and prices inserted by the Contractor are to be the full and inclusive value of the work described. They must include all plant, tools, materials, transport of men and materials, insurance and labour of every description. They must also take into account the conditions referred to in the General Conditions of Contract and other documents on which the tender is based, and include the time lost due to weather, payment of guaranteed minimum and holidays with pay. The cost of any travelling time, subsistence and incentives such as overtime, etc. must be included in the rates and prices. Where any special risks, liabilities and obligations mentioned above or otherwise, cannot be dealt with in the rates, then the price thereof is to be separately stated in an item or items provided for the purpose or added by the Contractor

- 1.8. Unless otherwise specified, all measurements in the Bill of Quantities are taken as net. The principle of net measurement shall apply to all Works executed. All quantities measured for payment will be measured by the Project Manager on the basis of actual quantities in place of accepted Works executed according to the principle of net measurement. Items not used shall not be measured or included by the Contractor in his statements.
- 1.9. The quantities given in the Bill are only approximate. In no sense shall such quantities be considered as limiting or extending the amount of the work to be done by the Contractor and of the materials to be supplied by the contractor. They are given so that bids can be both made out and compared on equal basis. Work will be measured on completion and the Contractor will be paid on the actual measurement of work agreed by the Project Manager.
- 1.10. Subject to the provisions of the Conditions of Contract, the Contractor shall value the Permanent Works executed at the rates in the Bill of Quantities.
- 1.11. Where the Bill of Quantities does not include separate items for the Contractor's Equipment, Plant and Temporary Works the Contractor shall be deemed to have covered his obligations in these respects in the rates and prices for Permanent Works. Other than the items provided in the BOQ, no additional payment or any claims for the cost of temporary works shall be allowed.
- 1.12. All rates and sums of money quoted in the Bill of Quantities shall be in Mauritian Rupees.
- 1.13. The Contractor shall be deemed to have visited the Site before preparing his bid and to have examined for himself the conditions under which the work will proceed and all other matters affecting the carrying out of the Works and the costs thereof.
- 1.14. "Instructed", "directed" or "approved" shall mean the instruction, direction or approval of the Project Manager in writing.
- 1.15. The Contractor shall not be automatically entitled to receive payment for any item for work that has not been carried out or on any items that are not used. Payment will be made only on the basis of re-measurement of work actually done.

Section VI
Bill of Quantities

BILL OF QUANTITIES

Desilting Works at Plaisance and St Felix Irrigation Projects

Procurement Reference Number: CSD/Desilt/23

Lot No. 1 - Desilting at St Felix Small Scale Irrigation Project					
<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate (MUR)</u>	<u>Amount (MUR)</u>
1	Preliminaries, including costs of Insurance, guarantees, etc..	Sum	1		
2	Mobilisation and demobilisation	Sum	1		
3	Desilting at Regulating Weir	Sum	1		
4	Desilting at Diversion Weir	Sum	1		
5	Carting away of materials and debris	Sum	1		
6	Reinstatement of sites	Sum	1		
7	Sub-total 1 carried to Summary of Bills				

Lot No. 2 - Desilting at Plaisance Small Scale Irrigation Project					
<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate (MUR)</u>	<u>Amount (MUR)</u>
1	Preliminaries, including costs of Insurance, guarantees, etc..	Sum	1		
2	Mobilisation and demobilisation	Sum	1		
3	Desilting upstream masonry wall	Sum	1		
4	Carting away of materials and debris	Sum	1		
5	Reinstatement of site	Sum	1		
6	Sub-total 2 carried to Summary of Bills				

Desilting Works at Plaisance and St Felix Irrigation Projects

General Summary of Bills

SN	Description	Amount (MUR)
1	Lot 1 - Desilting Works at St Felix Small Scale Irrigation Project	
2	Lot 2 - Desilting Works at Plaisance Small Scale Irrigation Project	
3	Sub-total of Bills to be carried to Bid Submission Form	
4	Add 15% VAT	
5	Total Amount inclusive of VAT	

Bill of Quantities Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

DESILTING WORKS AT PLAISANCE AND ST FELIX IRRIGATION PROJECTS

Schedule 1

Daywork Rates

Item No	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
1	Hydraulic Excavator	hr			
1.2	360° Backhoe Excavator (076m3)	hr			
1.3	Bobcat	hr			
1.4	D8 Bulldozer	hr			
1.5	D4 Bulldozer	hr			
1.6	100 m dia pump	hr			
	<u>Labour</u> <u>All Supervision and Transport to</u> <u>Site include rates</u>				
1.7	Labourer	hr			
1.8	Pipelaye	hr			
1.9	Carpenter	hr			
1.1	Mason	hr			
1.11	Fitter	hr			
1.12	Driver	hr			
1.13	Plant Operator	hr			

Section VI
Bill of Quantities

BILL OF QUANTITIES

Desilting Works at Plaisance and St Felix Irrigation Projects

Procurement Reference Number: CSD/Desilt/23

Lot No. 1 - Desilting at St Felix Small Scale Irrigation Project					
<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate (MUR)</u>	<u>Amount (MUR)</u>
1	Preliminaries, including costs of Insurance, guarantees, etc..	Sum	1		
2	Mobilisation and demobilisation	Sum	1		
3	Desilting at Regulating Weir	Sum	1		
4	Desilting at Diversion Weir	Sum	1		
5	Carting away of materials and debris	Sum	1		
6	Reinstatement of sites	Sum	1		
7	Sub-total 1 carried to Summary of Bills				

Lot No. 2 - Desilting at Plaisance Small Scale Irrigation Project					
<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate (MUR)</u>	<u>Amount (MUR)</u>
1	Preliminaries, including costs of Insurance, guarantees, etc..	Sum	1		
2	Mobilisation and demobilisation	Sum	1		
3	Desilting upstream masonry wall	Sum	1		
4	Carting away of materials and debris	Sum	1		
5	Reinstatement of site	Sum	1		
6	Sub-total 2 carried to Summary of Bills				

Desilting Works at Plaisance and St Felix Irrigation Projects

General Summary of Bills

SN	Description	Amount (MUR)
1	Lot 1 - Desilting Works at St Felix Small Scale Irrigation Project	
2	Lot 2 - Desilting Works at Plaisance Small Scale Irrigation Project	
3	Sub-total of Bills to be carried to Bid Submission Form	
4	Add 15% VAT	
5	Total Amount inclusive of VAT	

Bill of Quantities Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

DESILTING WORKS AT PLAISANCE AND ST FELIX IRRIGATION PROJECTS

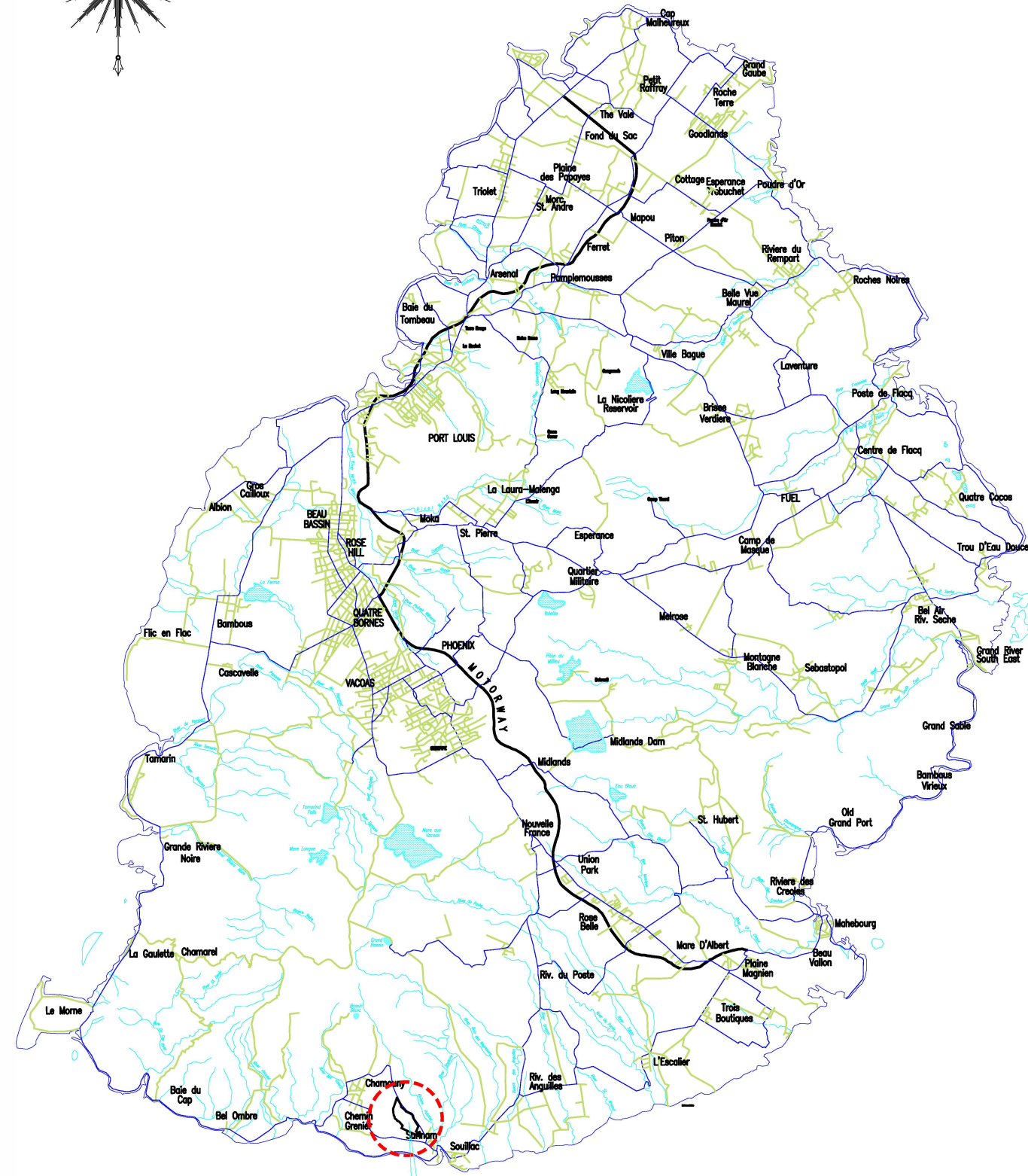
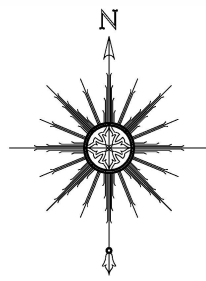
Schedule 1

Daywork Rates

Item No	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
1	Hydraulic Excavator	hr			
1.2	360° Backhoe Excavator (076m3)	hr			
1.3	Bobcat	hr			
1.4	D8 Bulldozer	hr			
1.5	D4 Bulldozer	hr			
1.6	100 m dia pump	hr			
	<u>Labour</u> <u>All Supervision and Transport to</u> <u>Site include rates</u>				
1.7	Labourer	hr			
1.8	Pipelayar	hr			
1.9	Carpenter	hr			
1.1	Mason	hr			
1.11	Fitter	hr			
1.12	Driver	hr			
1.13	Plant Operator	hr			

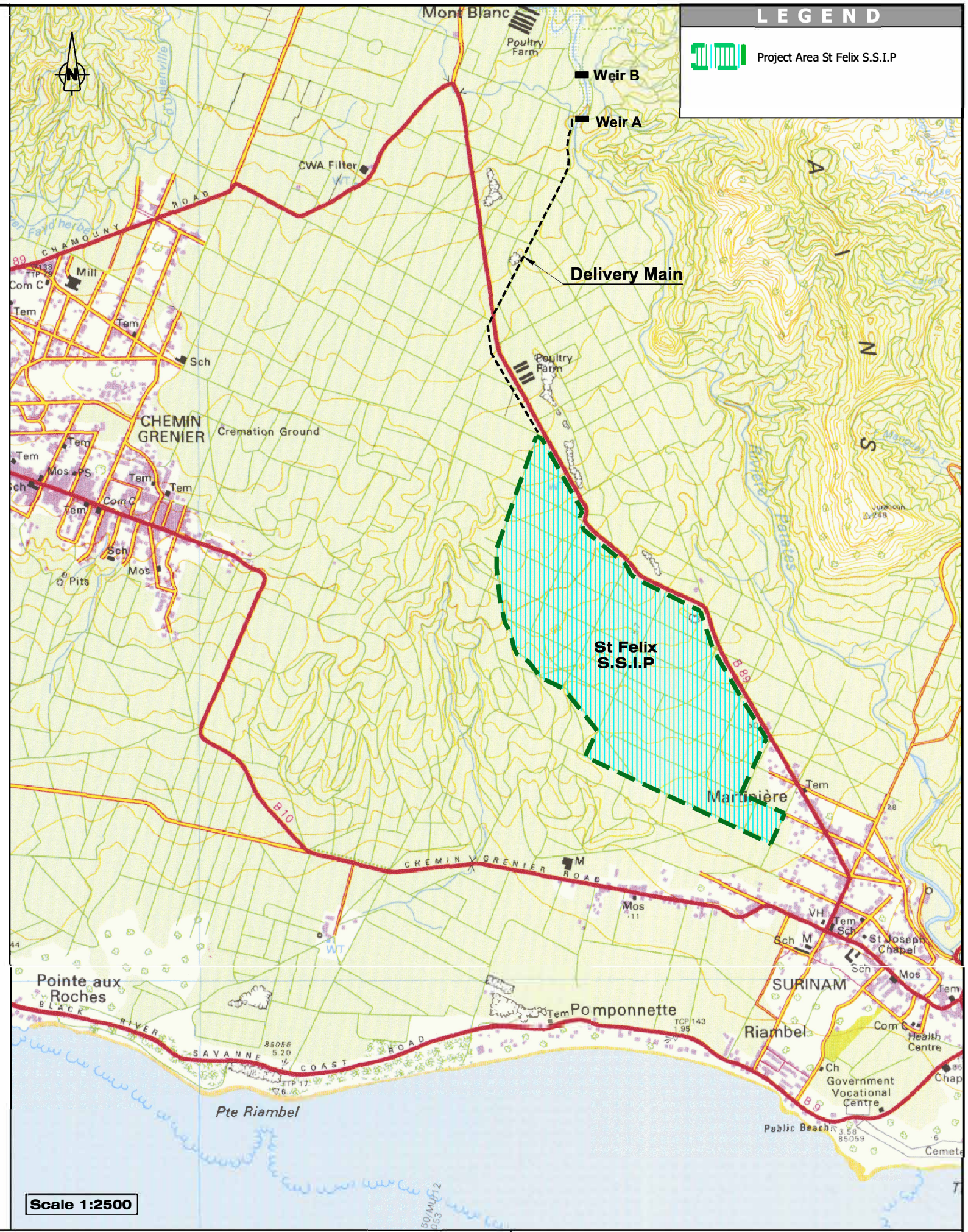
Section VII

DRAWINGS



SITE

Scale N.T.S



LEGEND

Project Area St Felix S.S.I.P

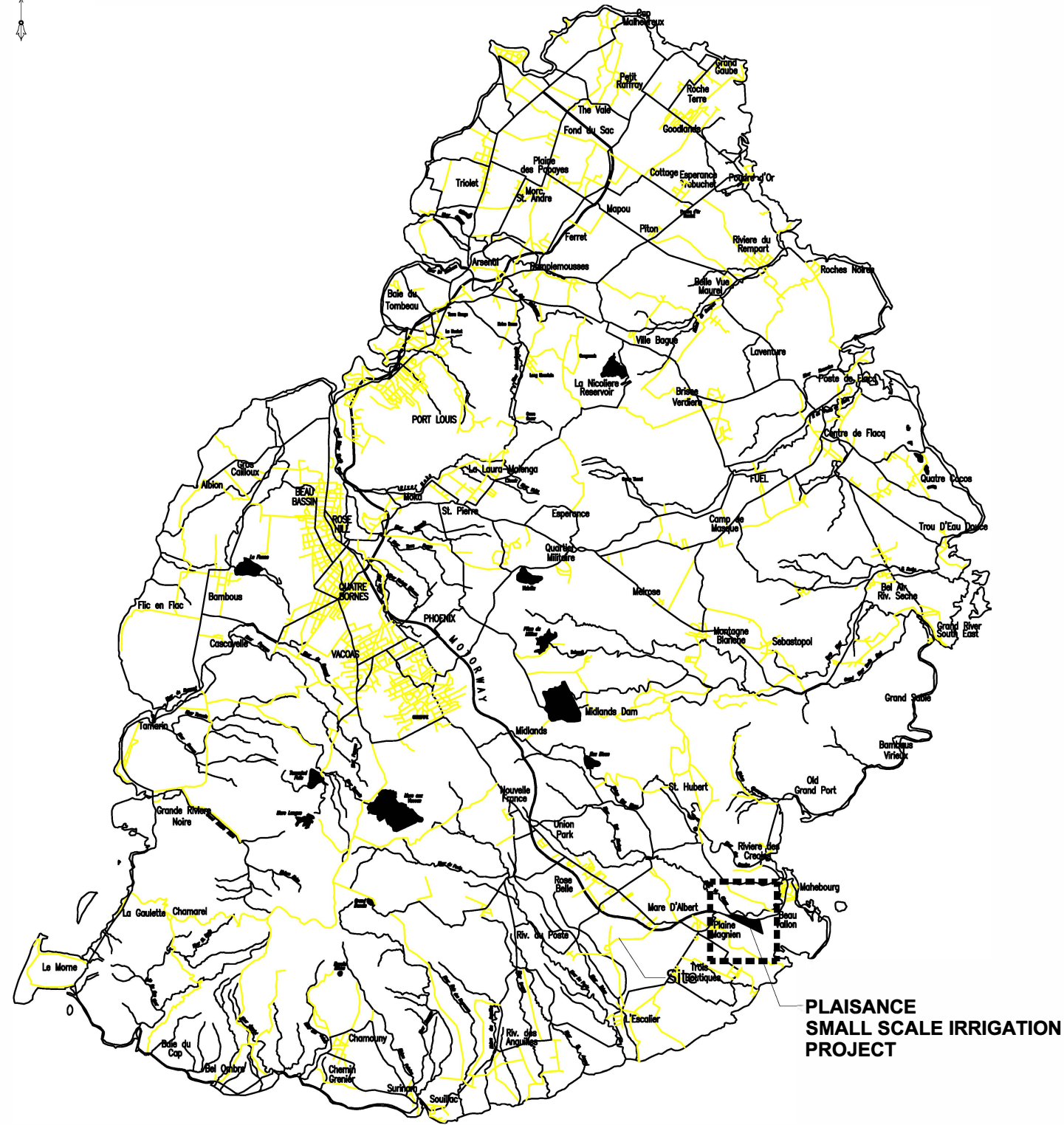
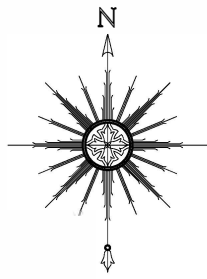
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			DATE : January 2024	CHECKED:	
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IRRIGATION AUTHORITY
DESILTING WORKS AT ST FELIX IRRIGATION PROJECT
 Procurement Ref. No: CSD/Desilt/23

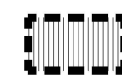
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DRG No.	CSD/DESILT/23/01	ISSUE

REPUBLIC OF MAURITIUS

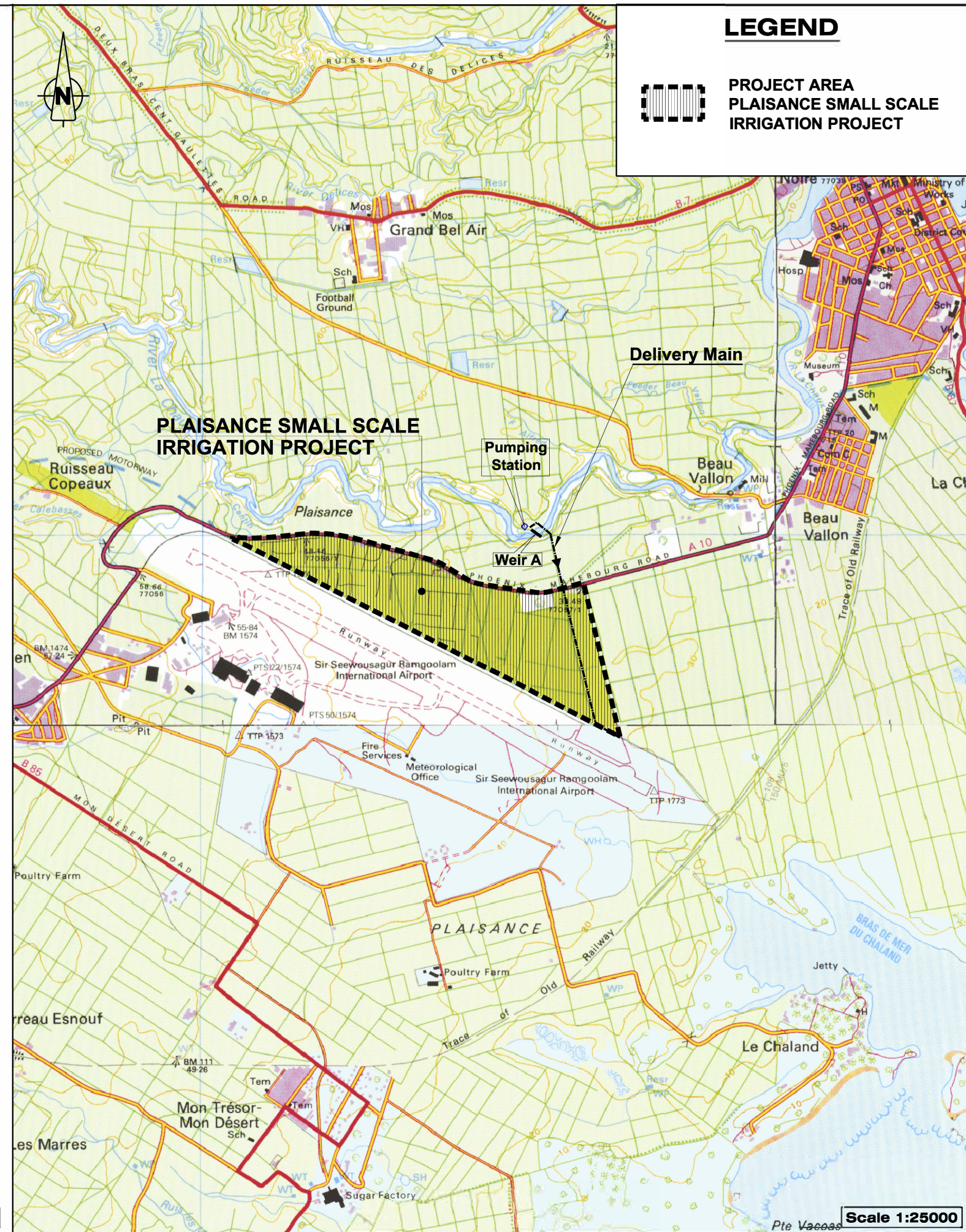


N.T.S

LEGEND



PROJECT AREA
PLAISANCE SMALL SCALE
IRRIGATION PROJECT



PROJECT

IRRIGATION AUTHORITY

TITLE

DESILTING WORKS AT PLAISANCE SMALL SCALE IRRIGATION PROJECT

LOCATION OF MASONRY DAM

Procurement Reference No. CSD/Desilt/23

DRG No.

CSD/DESILT/23/02

ISSUE

DRAWN :

SCALE : AS SHOWN

DATE : January 2024

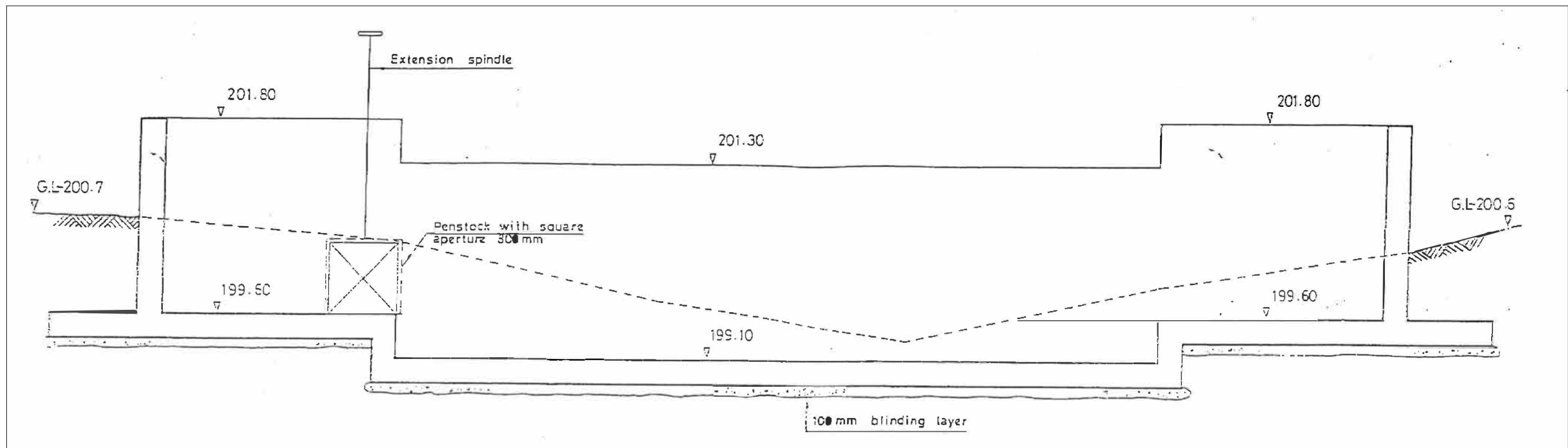
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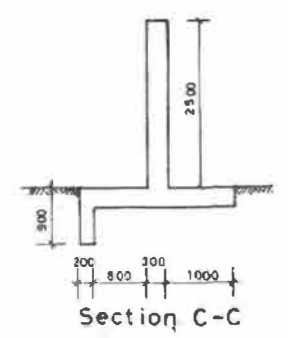
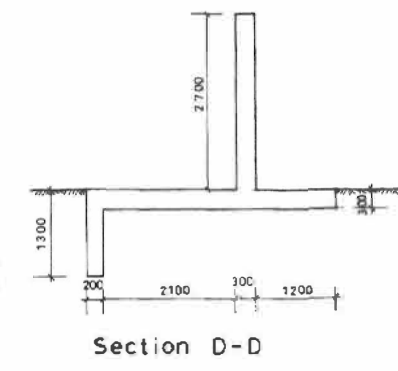
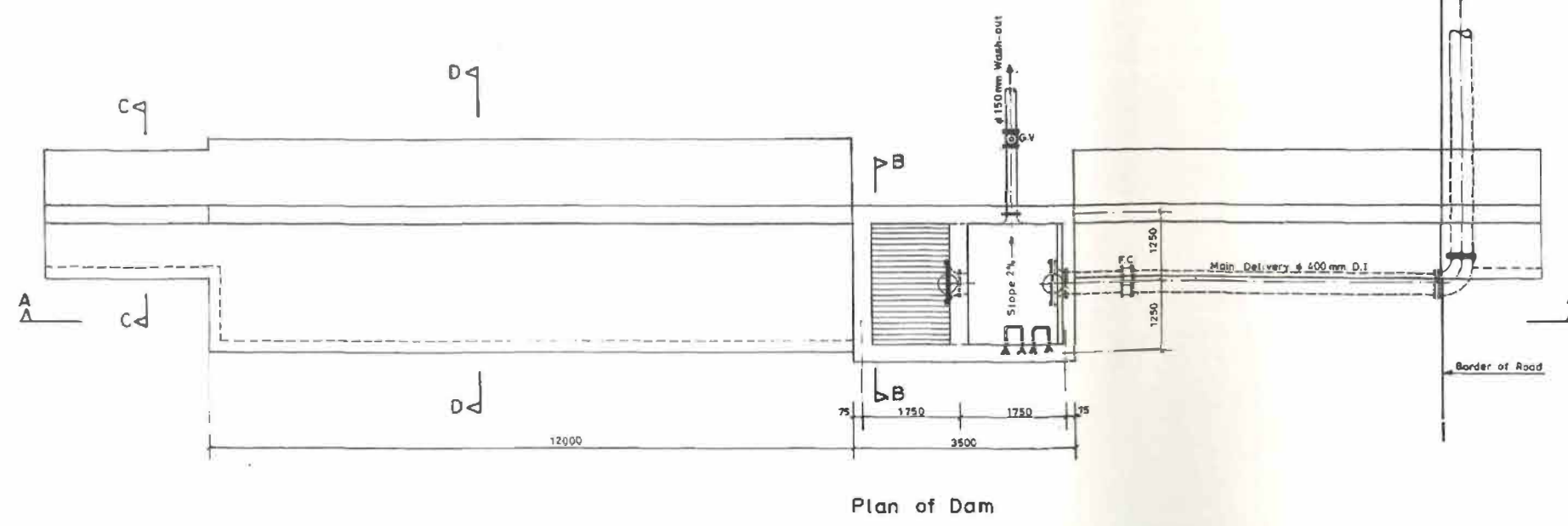
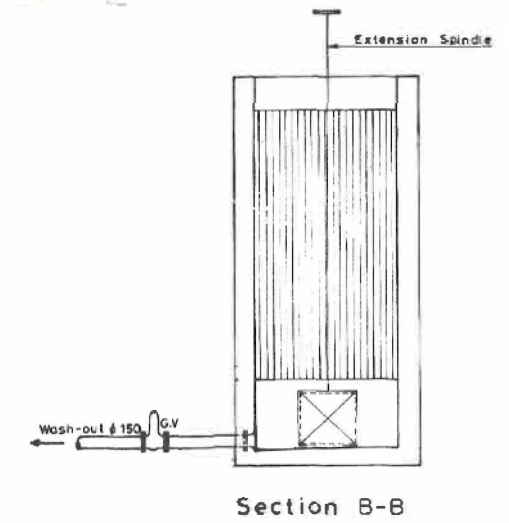
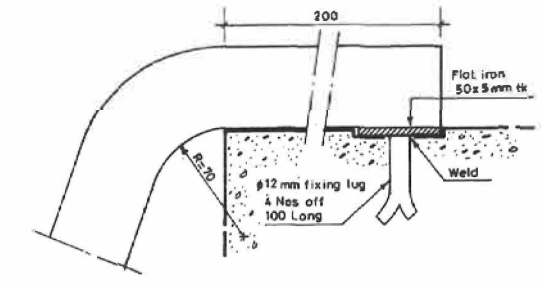
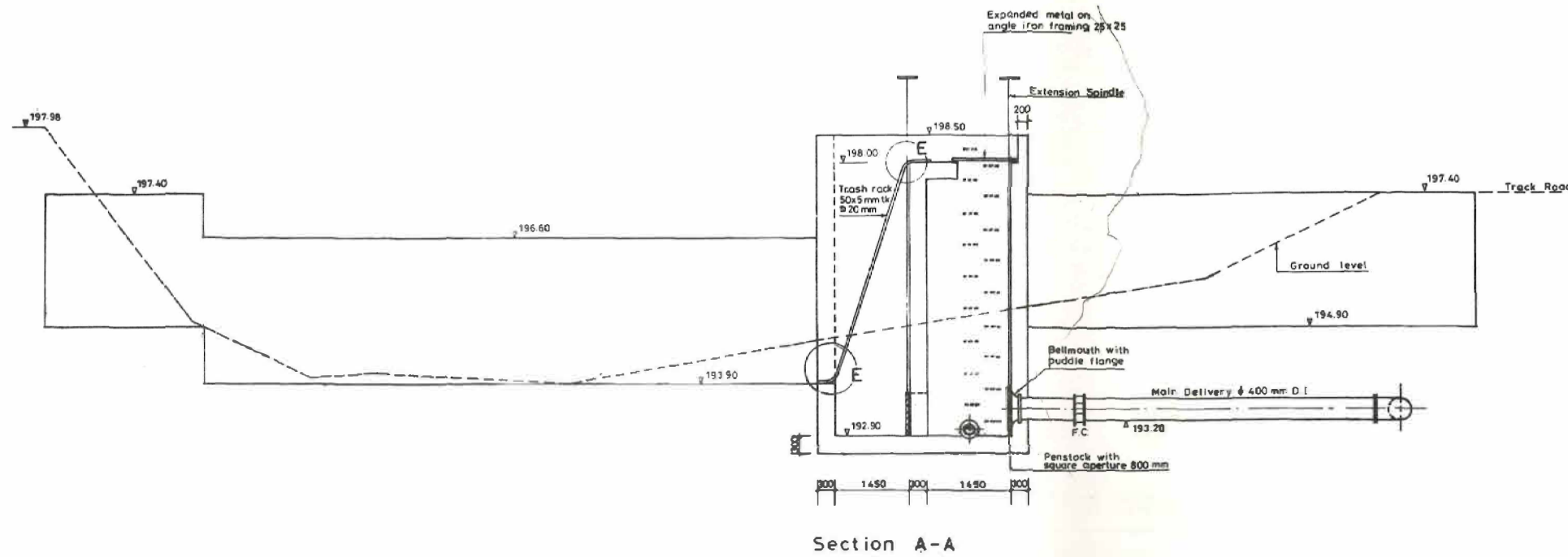
CHECKED :

APPROVED : B.S



SECTION C-C

MARK	REVISION	DATE	DRAWN : W.R (S.T.D.O)	DESIGNED : ..	PROJECT	 IRRIGATION AUTHORITY DESILTING WORKS AT ST FELIX IRRIGATION PROJECT Procurement Ref. No: CSD/Desilt/23	TITLE	SECTION OF REGULATING WEIR	
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			DATE : January 2024	CHECKED : ..					
			FILE NAME : DETAILS....	APPROVED : B.S					



MARK	REVISION	DATE	DRAWN : W.R (S.T.D.O)	DESIGNED : ..	PROJECT	IRRIGATION AUTHORITY DESILTING WORKS AT ST FELIX IRRIGATION PROJECT Procurement Ref. No: CSD/Desilt/23 g q p	TITLE	PLAN / SECTION VIEW-DIVERSION WEIR AND OFFTAKE STRUCTURE		
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