



## **BIDDING DOCUMENTS**

**Issued on: 23 May 2022**

**Design & Build / Turnkey Contract  
for**

# **GCCA+ Flagship Initiative “Supporting Climate Change Smart Agriculture for Small Holders in the Republic of Mauritius”**

**Procurement Reference No.: EU/SF-2022/01**

**Project:** *Design, Supply, Installation, Testing and  
Commissioning of four (4) Greenhouses Complete  
with Irrigation, Fertigation, Rainwater Harvesting  
Systems & Civil Works*

**Public Body:** *IRRIGATION AUTHORITY*

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# INVITATION FOR BIDS

Date: 23 May 2022

Procurement Reference No. EU/SF-2022/01

1. The **Irrigation Authority** ("the Employer") invites sealed bids from eligible bidders for the Design, Supply, Installation, Testing and Commissioning of four (4) Greenhouses Complete with Irrigation, Fertigation, Rainwater Harvesting Systems & Civil Works ("the Works") under a Design-Build/Turnkey contract.
2. Bidders may obtain further information on the bidding documents from the:  
**Irrigation Authority**  
**5th, Floor, Fon Sing Building**  
**12, Edith Cavell Street**  
**Port Louis**  
**Tel : +230 2106596**  
**Fax: +230 212 7652**  
**Email: irrig@irrig.org**
3. A complete set of bidding documents may be downloaded from the PPO website by interested eligible bidders.
4. All bids must be accompanied by a bid security declaration form in the format contained in the bidding document and must be delivered to Tender box located at the reception of Irrigation Authority, 5<sup>th</sup> Floor, Fon Sing building, 12 Edith Cavell Street, Port-Louis **not later than 15:00 hrs local time on Friday, 24<sup>th</sup> June 2022.**  
Bids will be opened on the same day at 15:30 hrs in the presence of bidders' representatives who choose to attend.
5. A pre-bid meeting/site visit will be held on **Tuesday, 31<sup>st</sup> May 2022 at 10:00 hrs.** The meeting place shall be at the Farmers Service Centre (FSC) at Solitude.
6. The Irrigation Authority may, at any time prior to the acceptance of a bid, reject all bids, or cancel the procurement proceedings without thereby incurring any liability to any bidder.

# Section 1 - Instruction to Bidders

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## Section 1 - Instruction to Bidders

### A. General

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| 1. Scope of Bid   | 1.1 | The Irrigation Authority (hereinafter referred to as "the Employer"), wishes to receive bids for Design, Supply, Installation, Testing and Commissioning of four (4) Greenhouses Complete with Irrigation, Fertigation, Rainwater Harvesting Systems & Civil Works as defined in these bidding documents (hereinafter referred to as "the Works").   |
|   | 1.2 | The successful bidder will be expected to complete the works within <b>twenty-four (24) weeks</b> from the date of commencement of the Works.  |
| 2. Public Entities Related to Bidding Documents & to challenge & appeal | 2.1 | The public entities related to these bidding documents are the Public Body, acting as procurement entity, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, and the Independent Review Panel, set up under section 45 of the Public Procurement Act 2006 (hereinafter referred to as the Act.)   |
|   | 2.2 | Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. 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.  |
| 3. Corrupt or Fraudulent Practices                                      | 3.1 | It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. <sup>1</sup> In pursuance of this policy, the Government of the Republic of Mauritius:   |
|   |     | <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper</p> |

## Section 1 - Instruction to Bidders

purpose, including to influence improperly the actions of another party;

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights provided for under sub-clause 4.2 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
- (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

- 3.2 Furthermore, bidders shall be aware of the provision under sub-clause 15.6 of the Conditions of Contract, Part II.
- 3.3 In pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.
- 3.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): [ppo.govmu.org](http://ppo.govmu.org)
- 3.5 The Employer commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for

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### 4. Eligible Bidders

him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

4.1 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country subject to section 17 of the Act. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

(a) With a view to facilitating participation by bidders, the public body shall accept the submission by bidders of equivalent documentation when particular documents required by the bidding documents are not available or issued, for example, in a foreign bidder's country of origin.

(b) Public bodies may also accept certifications from bidders attesting to compliance with eligibility requirements.

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

4.2 The Employer will require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility requirements will concern:

(a) business registration, for which evidence may include the certificate of company registration;

(b) tax status, for which documentation of tax registration and tax clearance are relevant;

(c) certifications by the bidder of the absence of a debarment order and absence of conflict of interest; and

(d) certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.

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

(i) they have a controlling partner in common; or

## Section 1 - Instruction to Bidders

- (ii) they receive or have received any direct or indirect subsidy from any of them; or
  - (iii) they have the same legal representative for purposes of this bid; or
  - (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (v) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
  - (vii) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
- 4.4 (a) A firm that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Bids from firms appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- Links for checking the ineligibility lists are available on the PPO's website: [ppo.govmu.org](http://ppo.govmu.org)
- 4.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) that they are not a dependent agency of the Government.
- 4.6 (1) In accordance with CIDB Act 2008, Consultants Contractors and Sub-contractors, whether local or foreign under an existing or intended joint venture operating in the construction industry have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.

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	(2) Bidders are strongly advised to consult the website of the CIDB <a href="http://cidb.govmu.org">cidb.govmu.org</a> for further details concerning registration of contractors/consultants.
	Bidders shall provide such evidence of their continued eligibility satisfactory to the Public Body, as the Public Body shall reasonably request.
<b>5. Eligible Materials, Equipment and Services</b>	<p>4.7</p> <p>5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in Section 1.10 of the Employer's Requirement, and all expenditures made under the Contract will be limited to such materials, equipment, and services. At the Employer's request, bidders may be required to provide evidence of the origin of materials, equipment, and services.</p> <p>5.2 For purposes of Sub-Clause 5.1 above, "services" means the works and all project-related services including design services.</p> <p>5.3 For purposes of Sub-Clause 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p>
<b>6. Qualification of the Bidder</b>	<p>6.1 To be qualified for award of Contract, bidders shall:</p> <ul style="list-style-type: none"> <li>(a) ensure that the person signing the bid on behalf of the bidding firm is duly authorized to commit the company in the procurement process.</li> <li>(b) Have adequate financial capacity and technical capability to undertake the Contract. This will include the updating and reassessment of information which may previously have been considered during bid evaluation and an assessment of bidder's proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the Employer's Requirements and the time for completion.<sup>1</sup></li> <li>(c) For the case of a construction project, 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 in the following class: Building Construction Works or Civil Engineering Construction Works.</li> <li>(d) Have to ascertain that sub-contractors, consultants and sub-consultants proposed for executing works or assignments in the construction sector are duly registered with the CIDB – in accordance with CIDB Act 2008.</li> </ul>

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	6.2	Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements: <ul style="list-style-type: none"><li>(a) the bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners;</li><li>(b) one of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;</li><li>(c) the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract;</li><li>(d) all partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Contract Agreement (in case of a successful bid); and</li><li>(e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.</li></ul>
	6.3	Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the Employer's Requirements and the completion time referred to in Sub-Clause 1.2 above.
	7.1	Each bidder shall submit only one bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will cause all those bids to be rejected.
	8.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
	9.1	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the design-build and completion of the Works. The costs of visiting the Site shall be at the bidder's own expense.
<b>7. One Bid per Bidder</b>	9.2	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to
<b>8. Cost of Bidding</b>		
<b>9. Site Visit</b>		

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### 10. Content of Bidding Documents

property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 9.3 The Employer shall conduct a Site visit concurrently with the Pre-Bid Meeting referred to in Clause 21.

#### B. Bidding Documents

- 10.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 12:

Section 1	Instructions to Bidders
2	Part I - General Conditions
3	Part II - Conditions of Particular Application
4	Employer's Requirements
5	Form of Bid and Appendix to Bid
6	Sample Forms
7	Schedules
8	Drawings

- 10.2 The bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 30, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

### 11. Clarification of Bidding Documents

- 11.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing/ email at the employer address provided – **Irrigation Authority, 5<sup>th</sup> Floor, Fon Sing Building, 12, Edith Cavell St, Port Louis (Email: irrig@irrig.org)**. The Employer will respond in writing within 7 days prior to the deadline set for submission of bids to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 12.

### 12. Amendment of Bidding Documents

- 12.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.
- 12.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 10.1 and shall be uploaded on the PPO website.
- 12.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause 24.

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### C. Preparation of Bids

#### 13. Language

- 13.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 14. Documents Comprising the Bid

- 14.1 The bid submitted by the bidder shall comprise the following:
- (i) Bid Form and Appendix to Bid;
  - (ii) Form of Bid Securing Declaration;
  - (iii) Information on Qualification;
  - (iv) Confirmation of Eligibility;
  - (v) Schedules of Prices:
    - Design, Drawings and Documentation
    - Plant and Equipment, including Mandatory Spare Parts Supplied from outside the Employer's Country;
    - Plant and Equipment, including Mandatory Spare Parts supplied from within the Employer's Country;
    - Civil Works, Installation and Other Services;
    - Grand Summary; and
    - Recommended Spare Parts.
  - (vi) Schedule of Payment;
  - (vii) Schedule of Major Items of Equipment;
  - (viii) Schedule of Major Items of Constructional Plant;
  - (ix) Schedule of Key Personnel;
  - (x) Schedule of Subcontractors;
  - (xi) Schedule of Recommended Spare Parts;
  - (xii) Schedule of Compliance with the Bidding Document; and
  - (xiii) Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders and Employer's Requirements.

#### 15. Form of Bid and Price Schedules

- 15.1 The Bidder shall complete the Form of Bid and the appropriate Price Schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clauses 16 and 17.

#### 16. Bid Prices

- 16.1 Unless specified otherwise in Employer's Requirements, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the



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bidding documents, the acquisition of all permits, approvals and licenses, etc, operation maintenance and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the Conditions of Contract.

16.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedules of Prices.

16.3 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies, and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids, as follows:

(a) Design including all necessary drawings and documentation for the Work.

(b) Plant and equipment to be supplied from outside the Employer's country (Schedules of Prices: II) shall be quoted on a CIF port-of entry. In addition, the FOB price and import duties and taxes shall also be indicated separately.

(c) Plant and equipment manufactured or fabricated within the Employer's country (Schedules of Prices: III) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable) basis and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities. In addition, VAT shall be indicated separately.

(d) Civil Works, Installation and Other Services shall be quoted separately (Schedules of Prices: IV) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including local transportation, operations and maintenance services, the provision of operations and maintenance manuals, training, etc. where identified In the bidding documents, as necessary for the proper execution of the Civil Works, Installation and Other Services.

(e) Recommended spare parts shall be quoted separately (Schedules of Prices: VI) as specified in either subparagraph (b) or (c) above in accordance with the origin of the spare parts.

16.4 The terms EXW, CIF, and FOB shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, Paris.

### 17. Bid Currencies

17.1 Prices shall be quoted in Mauritian Rupees (MUR).

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<b>18. Bid Validity</b>	<p>18.1 Bids shall remain valid for a period of 90 days after the closing date for submission of bids specified in Sub-Clause 24.1.</p> <p>18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without having the bid securing declaration executed. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security or bid securing declaration for the period of the extension, and in compliance with Clause 18 in all respects.</p>
<b>19. Bid Securing Declaration</b>	<p>19.1 The Bidder shall furnish as part of its bid a Bid Securing Declaration, accepting that if it withdraws or modifies its bid during the period of validity of the bid or does not accept correction of arithmetical error or if it is awarded the contract and fails to sign the contract or to submit a performance security before the deadline defined in the bidding documents, it may be disqualified for a period of time from being eligible for bidding in any public contract.</p> <p>The Bid Securing Declaration shall be in the format contained in section 6, signed and duly endorsed by the Bidder.</p>
<b>20. Alternative Proposals by Bidders</b>	<p>20.1 Bidders wishing to offer technical alternatives to the Employer's Requirements must first price the Employer's Requirements as described in the bidding documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methods. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the Employer.</p>
<b>21. Pre-Bid Meeting</b>	<p>21.1 The bidder or its official representative is invited to attend a pre-bid meeting which will be held <b>on Tuesday, 31st May 2022 at 10:00 hrs</b>. The meeting place shall be at the Farmers Service Centre (FSC) at Solitude.</p> <p>21.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>21.3 The bidder is requested to submit any questions in writing/ via email, to reach the Employer not later than two days before the meeting.</p> <p>21.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any response prepared after the meeting, will be transmitted promptly to all Bidders through the PPO website. Any modification of the Bidding Document that may become necessary as a result of the pre-bid meeting</p>

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### 22. Format and Signing of Bid

shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 12.2 and not through the minutes of the pre-bid meeting.

- 21.5 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 22.1 The bidder shall prepare one original and two (2) copies of the bid documents comprising the bid as described in Clause 14 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 6.1 (a), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 22.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 22.4 The bidder shall furnish information as described in the Form of Bid on commission or gratuities, if any, paid or to be paid relating to this Bid, and to contract execution if the bidder is awarded the contract.

### D. Submission of Bids

### 23. Sealing and Marking of Bids

- 23.1 The bidder shall seal the original and each copy of the bid in an envelope, duly marking the envelopes as "ORIGINAL" and "COPY".
- 23.2 The envelope shall
- (a) be addressed to the Employer at the following address:

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

- (b) bear the following identification:

## Section 1 - Instruction to Bidders

	<ul style="list-style-type: none"> <li>• Bid for <b>Design, Supply, Installation, Testing and Commissioning of four (4) Greenhouses complete with Irrigation, Fertigation and Rainwater Harvesting Systems &amp; Civil Works.</b></li> <li>• Procurement Reference Number: EU/SF-2022/01</li> <li>• <b>DO NOT OPEN BEFORE 24 June 2022 at 15.30 hours (local time).</b></li> </ul>
<b>24. Deadline of Submission of Bid</b>	<p>23.3 In addition to the identification required in Sub-Clause 22.2, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 25.</p> <p>23.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p> <p>24.1 Bids must be received by the Employer at the address specified above no later than <b>15.00 hours (local time) on Friday, 24 June 2022.</b></p> <p>24.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 12, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the extended new deadline.</p>
<b>25. Late Bids</b>	<p>25.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 24 will be rejected and returned unopened to the bidder.</p>
<b>26. Modification and Withdrawal of Bid</b>	<p>26.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.</p> <p>26.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 23, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.</p> <p>26.3 No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clauses 26.2 and 31.2.</p> <p>26.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified In Sub-Clause 18.1 may result in the forfeiture of the bid security or in the execution of the bid</p>

## Section 1 - Instruction to Bidders

securing declaration pursuant to Sub-Clause 19.1 respectively whichever is applicable.

### E. Bid Opening and Evaluation

#### 27. Bid Opening

- 27.1 The Employer will open the bids, including modifications made pursuant to Clause 26, in the presence of bidders' representatives who choose to attend, on **Friday, 24 June 2022 at 15:30 hrs (local time)** at the following location: **Irrigation Authority, 5<sup>th</sup> Floor, Fon Sing Building, 12, Edith Cavell St., Port Louis**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 27.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 26 shall not be opened.
- 27.3 The bidders' names, the Bid Prices, including any alternative Bid Price, any discounts, bid modifications and withdrawals, the presence or absence of bid securing declaration, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidders' representatives will be required to sign this record.
- 27.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 27.3.

#### 28. Process to Be Confidential

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

#### 29. Clarification of Bids and contacting the Employer

- 29.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in, accordance with Clause 31.
- 29.2 Subject to Sub-clause 29.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

## Section 1 - Instruction to Bidders

### 30. Preliminary Examination of Bids and Determination of Responsiveness

- 29.3 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 30.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid
- (i) meets the eligibility criteria of the Public Body;
  - (ii) has been properly signed;
  - (iii) is accompanied by the required securities;
  - (iv) is substantially responsive to the requirements of the bidding documents; and
  - (v) Provides any clarification and/or substantiation that the Employer may require pursuant to Clause 29.
- 30.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation.
- A material deviation or reservation is one:
- (i) which affects in any substantial way the scope, quality or performance of the Works;
  - (ii) which is inconsistent with the bidding documents and limits in any substantial way, the Employer's rights or the bidder's obligations under the Contract; or
  - (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

### 31. Correction of Errors

- 31.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical error.
- Arithmetical errors will be rectified on the following basis:
- (a) If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected.
  - (b) If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

## Section 1 - Instruction to Bidders

### 32. Conversion to Single Currency

31.2 The amount stated In the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security or bid securing declaration may be forfeited or executed respectively in accordance with Sub-Clause 19.6 (b) or 19.1 whichever is applicable.

32.1 The Employer will convert the amounts in various currencies in which the Bid Price is payable to the currency of the Employer's country at the selling exchange rates officially prescribed for similar transactions as established by Bank of Mauritius on the date of opening of bids – **Not Applicable**.

### 33. Evaluation and Comparison of Bid

33.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 30.

33.2 For plant and equipment, the comparison shall be of the ex-factory price of plant and equipment offered from within the Employer's country, (such price to include all costs as well as duties and taxes paid or payable on components and raw material or to be incorporated in the plant and equipment) and the CIF-named port of destination price offered from outside the Employer's country; plus duties and taxes payable, the cost of local transportation, civil works, installation and other services required under the contract. The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in Sub-Clause 33.4 – **Not Applicable**.

33.3 The employer will carry out a detailed evaluation of the bids in order to determine whether the bidders confirm to meet the qualification requirements and whether the bids are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

#### (a) Qualification

- (i) the determination will take into account the Bidder's updated financial technical and production capabilities and past performance; it will be based upon an examination of the documentary evidence submitted by the Bidder, pursuant to Sub-Clause 6.1(b), as well as such other information as the Employer deems necessary and appropriate; and
- (ii) an affirmative determination will be a prerequisite for the Employer to continue with the evaluation of the bid; a negative determination will result in rejection of the Bidder's bid.

## Section 1 - Instruction to Bidders

- (b) Technical
  - (i) overall completeness and compliance with the Employer's Requirements; the technical merits of plant and equipment offered and deviations from the Employer's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;
  - (ii) achievement of specified performance criteria by the facilities;
  - (iii) type, quantity and long-term availability of spare parts and maintenance services;
- (c) Commercial
  - (i) the cost of all quantifiable deviation and omissions from the contractual and commercial conditions and the Employer's Requirements as identified in the bid, and other deviations and omissions not so identified;
  - (ii) compliance with the time schedule called for in Appendix to Bid and evidenced as needed milestone schedule provided in the bid;
  - (iii) the projected operating costs during the life of the facilities;
  - (iv) the functional guarantees of the facilities offered; and
  - (v) the extra cost of work, services, facilities etc., required to be provided by the Employer or their parties.

33.4 Pursuant to Sub-Clause 33.3, the following evaluation methods will be followed:

- (a) **Contractual and commercial deviations:** The evaluation shall be based on the evaluated cost for fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. The Employer will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of bids.
- (b) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause 1.2 and the Appendix to the Bid.



## Section 1 - Instruction to Bidders

No credit will be given to earlier completion. However, the bids offering a completion date beyond the period specified shall be rejected.

- (c) **Operating costs:** Since the operating costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated and based on prices furnished by the Bidder in Schedules of Prices: II and III as well as on past experience of the Employer or other employers similarly placed, Such costs shall be added to the bid price for evaluation – **Not Applicable.**

- (d) **Functional Guarantee of the facilities:**

- (i) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed facilities in response to the Employer's Requirements. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Employer's Requirements to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected **Not Applicable.**

- (e) **Work, services, facilities etc., to be provided by the Employer:** Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding documents, the Employer shall assess the costs of such additional work, services and/or facilities during the contract period. Such costs shall be added to the bid price for evaluation – **Not Applicable.**

- 33.5
  - (a) Any adjustment in price which results from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price": Bid prices quoted by Bidders shall remain unaltered.
  - (b) The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.
  - (c) The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period or execution of the Contract, shall not be taken in bid evaluation.
  - (d) If the bid of the successful bidder is substantially below the Employer's estimate for the contract, the Employer

## Section 1 - Instruction to Bidders

may require the bidder to produce detailed price analysis to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 38 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract – **Not Applicable.**

### 34. Margin of Preference

34.1 Margin of Preference for works has been suspended until further notice.

### 35. Award

35.1 (a) Subject to Clause 36, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 4; and (ii) qualified in accordance with the provisions of Clause 6.

(b) The Employer shall, prior to award, request the lowest substantially responsive bidder to submit a "Tax Clearance Certificate" from the Mauritius Revenue Authority (MRA) within a period of one week, confirming that the bidder has filled his tax returns and paid tax due.

(c) In case the successful bidder does not submit the "Tax Clearance Certificate" within the specified period, the Employer may consider the next lowest substantially responsive bidder to equally comply with paragraph (b) above.

(d) The facility to apply for the "Tax Clearance Certificate" electronically is available on the MRA website.

### 36. Employer's Right to Accept any Bid and to Reject any or all Bids

36.1 Notwithstanding Clause 35, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.

### 37. Notification of Award

37.1 Following the identification of the selected bidder and subject to the notification and the time period referred to in accordance with section 40 of the Act for major contracts, the Public Body shall, prior to the expiration of the bid validity period, issue award to the successful Bidder. The Employer will:

(a) notify the successful bidder, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

## Section 1 - Instruction to Bidders

	<p>(b) within seven days from the issue of Letter of Acceptance, publish on the Public Procurement Portal (<a href="http://publicprocurement.govmu.org">publicprocurement.govmu.org</a>), the results of the Bidding Process identifying the bid and lot numbers and the following information:</p> <p>(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and</p> <p>(ii) an executive summary of the Bid Evaluation Report.</p>
	<p>37.2 The notification of award will constitute the formation of the Contract.</p> <p>37.3 Upon the furnishing by the successful bidder of a performance security the Employer will promptly notify the other bidders that their bids have been unsuccessful.</p>
<b>38. Signing of Contract Agreement</b>	<p>38.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.</p> <p>38.2 Within <b>28 days</b> of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.</p>
<b>39. Performance Security</b>	<p>39.1 Within <b>28 days</b> of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in an amount of 10% percent of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in Section 6 of the bidding documents may be used or some other form acceptable to the Employer.</p> <p>39.2 Failure of the successful bidder to comply with the requirements of Clauses 38 or 39 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration whichever is applicable.</p>
<b>40. Debriefing</b>	<p>40.1 The Employer shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case by following regulation 9 of the Public Procurement Regulations 2008 as amended.</p>

## **Section 2. Part I – General Conditions of Contract**

### **Section 2. Part I – General Conditions**

#### **Notes on the Conditions of Contract**

The Conditions of Contract comprise of two parts: Part I – General Conditions (Section 2 of this document), and Part II – Conditions of Particular Application (Section 3 of this document) as per FIDIC Plant and Design Build First Edition 1999.

The standard text of the FIDIC General Conditions of contract should be retained intact to facilitate its reading and interpretation by bidders. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the "Particular Conditions of Contract". Sample Particular Conditions, applicable to the above FIDIC Conditions of Contract some of which have been adopted from the Standard Bidding Document of Millennium Challenge Corporation of United States of America, are included under Section 3, for ease of bidding documents preparation. The Public Body should not consider these sample Particular Conditions as exhaustive as it is its responsibility to amend these conditions to best suit the particular project.

Copies of the FIDIC Conditions of Contract can be obtained from:

**FIDIC Secretariat  
P.O. Box 86  
1000 Lausanne 12  
Switzerland  
Facsimile: 41 21 653 5432  
Telephone: 41 21 653 5003**

## Section 3. Part II – Conditions of Particular Application

### 1. General Provisions

<b>Sub-Clause 1.1.1</b> The Contract	<p>Amend Subpara. 1.1.1.1 (“Contract”) by adding the following at the end:</p> <p>“The words ‘Agreement’ and ‘Contract’ are used interchangeably.”</p> <p>Amend Subpara. 1.1.1.8 (“Tender”) by adding the following at the end:</p> <p>“The word ‘tender’ is synonymous with ‘Bid,’ and the words ‘Letter of Tender’ with ‘Letter of Bid’, and the words ‘Appendix to Tender’ with ‘Appendix to Bid,’ and the words ‘tender documents’ with ‘Bidding Documents.’”</p>
<b>Sub-Clause 1.1.3</b> Dates, Tests, Periods and Completion	<p>Amend Sub-Para. 1.1.3.7 by inserting the following after the reference to Sub-Clause 11.1:</p> <p>“which extends over six months except if otherwise stated in the Appendix to Bid”.</p>
<b>Sub-Clause 1.4</b>	<p>Replace the text of Sub-Clause 1.4 and add the following:</p> <p>“The law of the Contract is the law of Mauritius.</p> <p>“The language is the English language”</p>
<b>Sub-Clause 1.5</b> Priority of Documents	<p>Delete the list of documents listed under (a) to (h) and add the following:</p> <ul style="list-style-type: none"><li>"(a) Pre-award correspondences</li><li>(b) the Contract Agreement;</li><li>(c) Post- award Submissions:<ul style="list-style-type: none"><li>(i) Performance Security</li><li>(ii) Insurance policies</li><li>(iii) Joint Venture Agreement (if any)</li><li>(iv) Programme of Works</li></ul></li><li>(d) the Letter of Acceptance;</li><li>(e) the Employer’s Requirements;</li><li>(f) the Bid;</li><li>(g) the Conditions of Particular Application, Part II;</li><li>(h) the General Conditions of Contract, Part I;</li><li>(i) the Schedules;</li><li>(j) the Drawings; and</li><li>(k) the Contractor’s Proposal.</li><li>(l) Technical Documents including all Catalogues and brochure submitted under this Contract</li><li>(m) Any other Document submitted by the Bidder which the Employer considered to be necessary for inclusion in the Contract.”</li></ul>
<b>Sub-Clause 1.12</b> Confidential Details	<p>Replace the text of Sub-Clause 1.12 with the following:</p> <p>“The Contractor’s and the Employer’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor’s compliance with the Contract and allow its proper</p>

implementation; provided that the requirements of this Sub-Clause 1.12 shall not apply to authorized Representatives of the Employer and the Employer's Audit.

"Each of the Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the design and of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or, with the prior consent of the Employer, information otherwise reasonably required to establish its qualifications to compete for other projects. If any dispute arises as to the necessity of any publication or disclosure of the details of the Contract, the same shall be referred to the Employer whose determination shall be final. The Contractor shall ensure that the requirements imposed on the Contractor by this Sub-Clause apply equally to each Subcontractor."

**Sub-Clause 1.13**  
Compliance with Laws

Amend Sub-Clause 1.13(b) by adding the following at the end:

"unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence."

### 3. The Engineer

**Sub-Clause 3.1**  
Engineer's Duties  
and Authority

Amend Sub-Clause 3.1 by replacing the word "may" in the first sentence of the third paragraph with the word "shall".

Amend Subpara. (b) of Sub-Clause 3.1 by deleting the word "and" at the end.

Amend Subpara. (c) of Sub-Clause 3.1 by replacing the period at the end with "; and".

Amend Sub-Clause 3.1 by adding the following at the end:

"(d) any act by the Engineer in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

"The following provisions also shall apply:

"The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (i) Sub-Clause 4.12 [*Unforeseeable Physical Conditions*]: Agreeing to or determining an extension of time and/or additional cost.
- (ii) Sub-Clause 10.1 [*Taking-over of the Works and Sections*]: Prior to issuing Taking-Over Certificate.
- (iii) Sub-Clause 11.9 [*Performance Certificate*]: Prior to issuing Performance Certificate.
- (iv) Sub-Clause 13.1 [*Right to Vary*]: Instructing a Variation, except if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Appendix to Bid.

- (v) Sub-Clause 13.3 [*Variation Procedure*]: Approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.1 [*Right to Vary*] or 13.2 [*Value Engineering*], except if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Appendix to Bid.
- (vi) Sub-Clause 13.4 [*Payment in Applicable Currencies*]: Specifying the amount payable in each of the applicable currencies.

“Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. Within 7 days of having issued such emergency instructions, the Engineer shall submit written documentation of such instructions to the Employer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 [*Variations and Adjustments*] and shall notify the Contractor accordingly, with a copy to the Employer.”

#### 4. The Contractor

##### Sub-Clause 4.1 Contractor's General Obligations

- (a) Add the following sentence to precede the existing text under Sub-Clause 4.1:

"The Contractor is required to check the design criteria and calculations (if any) included in the Employer's Requirements, to confirm their correctness, in its bid and to assume full responsibility for them."

‘**Amend** sub-clause 4.1 by adding the following at the end’.

“The Contractor and its Subcontractors, including their respective personnel and affiliates, shall at all times during the term of this Contract have the nationality of a country or territory eligible, in accordance with the contract., The Contractor or a Subcontractor and their respective personnel and affiliates shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

“All Equipment, Materials, Plant and any services to be incorporate in or required for the Works shall have their origin in Eligible Countries.

“For the purpose of this Sub-Clause 4.1, “origin” means the place where the Equipment, Materials or Plant have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components. With respect to any services, the term “origin” means the place from which the services are supplied.”

**Sub-Clause 4.2**  
Performance Security

“The contractor shall permit, and shall cause its subcontractors and consultants to permit, the employer and/or persons authorized by the employer to inspect the contractor’s offices and all accounts and records relating to the performance of the contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the employer if requested by the employer.”

❖ Name the existing text as Sub-Clause 4.2 (i)

❖ Amend Sub-Clause 4.2 (i) by adding the following at the end:

“Without limitation to the other provisions of this Sub-Clause 4.2, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in Mauritian rupees (MUR), the Contractor, at the Engineer’s written request, shall promptly increase the value of the Performance Security in the applicable currency by an equal percentage.

“The Performance Security of a joint venture or other consortium shall be issued so as to commit fully all members of the joint venture or other consortium.

The performance security shall be in the form of a bank/insurance guarantee, issued either by a bank/insurance company located in the country of the Employer. The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable

The cost of complying with the requirements of this clause shall be borne by the contractor

**Sub-Clause 4.3**  
Contractor’s  
Representative

Amend Sub-Clause 4.3 by adding the following at the end:

“If the Engineer determines that the Contractor’s Representative or any of these persons are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

**Sub-Clause 4.8**  
Safety Procedures

Amend Sub-Clause 4.8 by adding the following at the end:

“The Contractor shall notify the Engineer and Employer within 48 hours or as soon as reasonably possible after the occurrence of any accident which has resulted in damage or loss of property, disability or loss of human life, or which has or which could reasonably be foreseen to have a material impact on the environment and shall submit to the Engineer and Employer no later than 28 days after the occurrence of such an event, a summary report thereof.”

**Sub-Clause 4.18**  
Protection of the  
Environment

Amend Sub-Clause 4.18 by adding the following at the end:

“The Contractor shall be responsible for ensuring that all Subcontractor’s and Contractor’s Personnel understand and operate in accordance with the principles and requirements of the environmental and social impacts provisions of this Sub-Clause.

“The Contractor’s program shall demonstrate clearly the procedures and methods of working that the Contractor and its Subcontractors will



**Sub-Clause 4.21**  
Progress Reports

adopt to comply with the environmental and social impacts requirements of this Sub-Clause.

"The Contractor shall ensure the adequate disposal of construction and excavation wastes.

"The Contractor shall restore the Site to original conditions or to a state as set out in the Employer's Requirements after the completion of the Works."

Delete in the last paragraph the following;

"indicated in the Employer's Requirements, and shall not exceed the values"

Amend Sub Clause 4.21(b) as follows:

"Atleast 5 photographs showing the status of manufacture and of progress on the Site;"

Amend Sub-Clause 4.21 by adding the following at the end:

"Within 7 days of the submission by the Contractor of each monthly progress report, the Engineer and the Employer shall meet with the Contractor to discuss the progress of the Works."

## **5. Design**

**Sub-Clause 5.4**  
Technical Standards and Regulations

Add the following sentence to the end of the Sub-Clause 5.4:

"In respect of technical specifications and standards, any national or international standards which promise to confer equal or better quality than the standards specified will also be acceptable."

## **6. Staff and Labor**

**Sub-Clause 6.4**  
**[Labour Laws]**

To add at the end of this sub-clause:

Notwithstanding the above provisions and any other provisions under Part I, the employer and the contractor shall comply with the following:

- 1.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-
  - (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
  - (ii) by arbitration awards; or
  - (iii) by Remuneration Regulations made under the Employment Relation Act 2008.
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work which are not less

	<p>favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.</p> <p>1.2 No contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:</p> <p>(a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;</p> <p>(b) stating whether any remuneration payable in respect of work done is due;</p> <p>(c) containing such other information as the authorized officer administering the contract may require to satisfy himself that the provisions under this clause have been complied with.</p> <p>1.3 Where the where the authorized officer is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.</p> <p>1.4 Every contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.</p>
<p><b>Sub-Clause 6.8</b> Contractor's Superintendence</p>	<p>Amend Sub-Clause 6.8 by adding the following at the end:</p> <p>"If the Engineer determines that the Contractor's Personnel providing superintendence have inadequate knowledge of such language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."</p>
<p><b>Sub-Clause 6.12</b> Prohibition of Harmful Child Labor</p>	<p>Add the following Sub-Clause 6.12:</p> <p>"The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development."</p>
<p><b>Sub-Clause 6.13</b> Employment Records of Workers</p>	<p>Add the following Sub-Clause 6.13:</p> <p>"The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [<i>Records of Contractor's Personnel and Equipment</i>]."</p>
<p><b>Sub-Clause 6.14</b> Epidemics</p>	<p>Add the following Sub-Clause 6.14:</p> <p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders</p>

**Sub-Clause 6.15**  
Alcoholic Liquors or  
Drug

and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing and overcoming the same."

Add the following Sub-Clause 6.15:

"The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents staff or labour."

**Sub-Clause 6.16**  
Arms and Ammunition

Add the following Sub-Clause 6.16:

"The contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer to the same as aforesaid."

**Sub-Clause 6.17**  
Festivals and Religious  
Customs

Add the following Sub-Clause 6.17:

"The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs."

## **7. Plant, Materials and Workmanship**

**Sub-Clause 7.7**  
Ownership of Plant and  
Materials

Add the following sub-clause after sub-clause 7.7

The Plant, Materials and Workmanship are to be in accordance to the following;

- (a) Any materials, equipment, services or design services which will be incorporated in or required for the Contract, as well as the Contractor's Equipment and other supplies, shall have their origin in eligible source countries as per Section 4 – Sub Clause 1.10
- (b) For the purpose of this clause, "services" means the works and all project-related services including design services.
- (c) For the purposes of this clause, "origin" means the place where the materials and equipment were mined, grown, produced, or manufactured, or from which the services are provided.
- (d) The origin of Goods and Services is distinct from the nationality of the Supplier."

## **8. Commencement, Delays and Suspension**

**Sub-clause 8.4**

Replace paragraph (c) as follows –

Extension of Time for completion

( c ) exceptionally adverse climatic conditions, defined as any one of the following events

- (1) Minimum of 100mm rainfall recorded in one day at the nearest rain station,
- (2) An official declaration of “Torrential rain” by the Meteorological Department of Mauritius, and
- (3) Cyclone warning class III or Class IV

**Sub-Clause 8.6**  
Rate of Progress

Amend Sub-Clause 8.6 by inserting the following at the end:

“Additional costs of revised methods, including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [*Extension of Time for Completion*] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.”

**Sub-Clause 8.12**  
Resumption of Work

Amend Sub-Clause 8.12 by inserting the following at the end:

“after receiving from the Engineer an instruction to this effect under Clause 13 [*Variations and Adjustments*].”

## 11. Defects Liability

**Sub-Clause 11.3**  
Extension of Defects Notification Period

Amend Sub-Clause 11.3 by inserting the following at the end of the first sentence of the first paragraph:

“attributable to the Contractor.”

## 13. Variations and Adjustments

**Sub-Clause 13.1**  
Right to Vary

Amend Sub-Clause 13.1 by deleting the word “or” at the end of clause (ii) in the second paragraph and by inserting the following at the end of the first sentence of the second paragraph:

“or (iv) such Variation triggers a substantial change in the sequence or progress of the Works.”

**Sub-Clause 13.7**  
Adjustments for Changes in Legislation

Amend Sub-Clause 13.7 by adding the following at the end:

“Notwithstanding the foregoing, the Contractor shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [*Adjustments for Changes in Cost*].”

## 14. Contract Price and Adjustment

**Sub-Clause 14.2**  
Advance Payment

Amend Sub-Clause 14.2 by deleting the phrase “, as an interest-free loan” from the first sentence of the first paragraph.

	<p>Amend Sub-Clause 14.2 by replacing the fifth paragraph with the following:</p> <p>“Unless stated otherwise in the Appendix to Bid, the advance payment shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with Sub-Clause 14.6 [<i>Issue of Interim Payment Certificates</i>], as follows:</p> <p>(a) deductions shall commence in the next Interim Payment Certificate following that in which the total of all interim payments (excluding the advance payment and deductions and repayments of retention) certified to the Contractor has reached the percentage of the Accepted Contract Amount stipulated in the Appendix to Bid less Provisional Sums; and</p> <p>(b) deductions shall be made at the amortization rate stated in the Appendix to Bid of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when the percentage of the Accepted Contract Amount less Provisional Sums stipulated in the Appendix to Bid has been certified for payment.”</p> <p>Amend Sub-Clause 14.2 by inserting the following after “become due” in the final sentence:</p> <p>“and in the case of termination under Clause 15 [<i>Termination by Employer</i>] or Sub-Clause 19.6 [<i>Optional Termination, Payment and Release</i>],”</p>
<b>Sub-Clause 14.6</b>	Amend Sub-Clause 14.6 by replacing 28 days by 21 days.
<b>Sub-Clause 14.7</b> Payment	<p>Amend Sub-Clause 14.7 by replacing the first line with the following:</p> <p>“The Employer shall pay or cause to be paid to the Contractor:”</p>
<b>Sub-Clause 14.8</b> Delayed Payment	<p>Amend Sub-Clause 14.7(b) by replacing 56 days by 28 days</p> <p>Amend Sub-Clause 14.8 by replacing the second paragraph with the following:</p> <p>“These financing charges shall be calculated at the annual rates of interest and shall be paid in the currencies indicated in the Appendix to Bid.”</p>
<b>Sub-Clause 14.9</b> Payment of Retention Money	<p>Amend Sub-Clause 14.9 by adding the following at the end:</p> <p>“When the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified by the Engineer for payment, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and provided by an entity approved by the Employer, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause</p>

4.2 [*Performance Security*]. On receipt by the Employer of such guarantee, the Engineer shall certify and the Employer shall pay, or cause to be paid, the second half of the Retention Money. The release of the second half of the Retention Money against such guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

"If the Performance Security required under Sub-Clause 4.2 [*Performance Security*] is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security."

**Sub-Clause 14.11**  
Application for Final  
Payment Certificate

Amend Sub-Clause 14.11 by inserting the following in the first sentence of the second paragraph after "may reasonably require":

"within 28 days *from request of the Engineer*"

## **15. Termination by Employer**

**Sub-Clause 15.2**  
**Termination by**  
**Employer**

Replace the first time by the following:  
The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.  
Fundamental breaches of Contract shall include, but shall not be limited to, the following:

**Sub-Clause 15.5**  
**Employers Entitlement**  
**to Termination**

Replace this sub-clause by the following:  
The employer may terminate the contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest by giving notice of such termination to the contract. The termination shall take effect 28 days after the later of the dates on which the contractor receives this notice or the employer return the performance security. The employer shall not terminate the contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.  
After this termination, the contractor shall proceed in accordance with sub-clause 16.3 (Cessation of Works and Removal of Contractor Equipment) and shall be paid in accordance with sub-clause 19.6 (Optional Termination, Payment and Release) except that the contractor will not be entitled to recover anticipated profits on the completion of the contract.

**Sub-Clause 15.6**  
Corrupt or Fraudulent  
Practices

Add the following Sub-Clause 15.6:

It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts.

<sup>1</sup> In pursuance of this policy, the Government of the Republic of Mauritius:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>5</sup> or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the employer’s inspection and audit rights provided for under sub-clause 4.1 Part II of the contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes employer’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

<sup>5</sup> “Party” refers to a participant in the procurement process or contract execution.

obstructive practices in competing for the contract in question; and

- (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

- (g) The Contractor shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such contractor

## 16. Suspension and Termination by Contractor

### Sub-Clause 16.2

#### Termination by Contractor

Amend Subpara. (d) of Sub-Clause 16.2 by adding the following at the end:

“in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,”

Amend Subpara. (f) of Sub-Clause 16.2 by deleting the word “or” at the end.

Amend Subpara. (g) of Sub-Clause 16.2 by replacing the period at the end with “; or”.

Amend Sub-Clause 16.2 by adding the following at the end of the first paragraph:

“(h) the Contractor does not receive the Engineer’s instruction recording the agreement of both Parties on the fulfillment of the conditions for the commencement of Works under Sub-Clause 8.1 [*Commencement of Works*].”

## 17. Risk and Responsibility

### Sub-Clause 17.3

#### Employer’s Risks

Amend Sub-Clause 17.3 by replacing the first line with the following:

“The Employer’s risks, insofar as they directly affect the design and execution of the Works,”

### Sub-Clause 17.6

#### Limitation of Liability

Amend Sub-Clause 17.6 by replacing the first paragraph with the following:

“Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or

<sup>b</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder’s pre-qualification application or the bid; or (ii) appointed by the Employer.



consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4 (b) [*Consequences of Employer's Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*].”

## 18. Insurance

### Sub-Clause 18.1 General Requirements for Insurance

Amend Sub-Clause 18.1 by adding the following at the end:

“The insuring Party shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to in Clause 18 [*Insurance*]) with insurers from any eligible source country unless otherwise stated in the Appendix to Bid.”

### Sub-Clause 18.5 Insurance for Design

Add the following Sub-Clause 18.5:

“The Contractor shall effect professional indemnity insurance which shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than the amount stated in the Appendix to Bid, with no limit on the number of occurrences. The Contractor shall maintain the professional indemnity insurance in full force and effect until 5 years after the Time for Completion. The Contractor undertakes to notify the Employer promptly of any difficulty in extending, renewing or reinstating this insurance.”

## 19. Force Majeure

### Sub-Clause 19.4 Consequences of Force Majeure

Amend Sub-Clause 19.4 by inserting the following at the end of Subpara. (b):

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [*Insurance for Works and Contractor's Equipment*].”

## 20. Claims, Disputes and Arbitration

### Sub-Clause 20.1 Contractor's Claims

Amend Sub-Clause 20.1 by inserting the following as a new paragraph between subparagraphs 6 and 7:

“Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [*Determinations*] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [*Extension of Time for Completion*], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.”

Amend Sub-Clause 20.1 by deleting paragraph 8 (in the order of paragraphs prior to the amendment made above) and replacing it with the following new paragraph:

“If the Engineer does not respond within the timeframe defined in this Sub-Clause, either Party may consider that the claim is rejected by the Engineer and either Party may refer such claim to the competent court of Mauritius.”

**Sub-Clause 20.2**  
Appointment of the  
Dispute Adjudication  
Board

Amend Sub-Clause 20.2 by inserting the following at the end of the first sentence of the second paragraph:

“, each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents.” – **NOT APPLICABLE**

**Sub-Clause 20.6**  
Arbitration

Amend Sub-Clause 20.6 by replacing the first paragraph with the following:

“Any dispute not settled amicably and in respect of which the DAB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties, the dispute shall be referred to the competent court of Mauritius or for Arbitration under Mauritian Laws. – **NOT APPLICABLE**

## **Section 4**

# **Employer's Requirements**

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## EMPLOYER'S REQUIREMENTS

### 1 General

#### 1.1. Brief description

Following the signature of a Grant Contract between the Irrigation Authority and the European Commission under the Global Climate Change Alliance Plus (GCCA+) flagship initiative to finance the implementation of several actions towards “*Supporting Climate Change Smart Agriculture for Small Holders in the Republic of Mauritius*”, the Irrigation Authority (IA) plans to use part of the grant for payments under the contract for construction of two double span greenhouses and two single span greenhouses at Solitude II project site with the objective to implement the sheltered farming, rainwater harvesting, agro-processing and fertigation at the locations proposed by the Water Users Cooperative Society (WUCS) under the above-mentioned project to be operated and maintained by the WUCS on a Design-Build/ Turnkey basis.

The location plan as shown in drawing No. EU/SF-2022/01/01 is described below:

The works shall consist, among others, of the design, supply, installation, testing and commissioning of two (2) single span greenhouses at site A and two (2) double span greenhouses at site B inclusive of earth works, construction entrance gate with chain link at site A, drainage system for evacuation of storm water from the site. Both sites A and B are fenced areas of an existing private photovoltaic project. The two greenhouses of single span surface area of 250 m<sup>2</sup> each shall be erected at Site A and the other two (2) greenhouses shall be erected at site B of surface area of 500 m<sup>2</sup> each. Site A and B are shown in drawing no. EU/SF-2022/01. Further details of the works are provided under the scope of works.

#### 1.2. Scope of Works

The works shall consist of, inter alia:

**Site A: *The design, supply, installation, testing and commissioning of two (2) single span greenhouse of approximate surface area of 250 m<sup>2</sup> each.***

**Site B: *The design, supply, installation, testing and commissioning of two (2) double span greenhouse of approximate surface area of 500 m<sup>2</sup> each.***

**Works at site A:**

1. Excavation and backfilling works for foundation of blockwork around the greenhouse boundary.
2. Provision of drainage system for evacuation of storm water from boundary of greenhouse structures.
3. Block work of concrete block size 150mm wide and 300mm minimum high (inclusive of 100mm plinth) above ground level along the perimeter of the greenhouses inclusive of strip footing and slanted beams. Both external and internal surfaces of the concrete block shall be rendered.

#### Section 4: Employer's Requirements

4. Design, supply, fix and test two (2) single greenhouses structure of hot dipped galvanized steel pipes for its location and spaced for maximum wind speed of 120-125 km/h for 3 seconds with frame stabilization.
5. Supply, fix and install polyethylene plastic cover material of minimum thickness 200  $\mu$  (micron).
6. Supply, fix and install UV treated knitted 30% shade cloth above the plastic roof cover.
7. A mild slope within the greenhouse compartment shall be maintained, to be determined by the bidder.
8. Provision of drip irrigation system together with main/submain, pump and other controlling devices inclusive of dripper lines, start connectors, flush-end valves for submain and dripper lines. The bidder shall include in his bid a proposed layout clearly mentioning what type of fittings, controlling system, fertilizer injector pump and dripper lines will be used.
9. Supply, fix and install roll up curtain on both longitudinal sides with a suitable mechanism.
10. Supply, fix and install trellising system complete with UV treated twine, hooks and clips.
11. Supply and fix tie down rachets and UV treated straps.
12. Supply, fix and install double leaf door of minimum size 3.0 m (W) x 2.5m (H) for each greenhouse inclusive of a suitable ramp for access to mechanisation. All doors have to be covered with overlapping anti-insect net to ensure insect-free zone.
13. Supply, install and test one water point for each greenhouse (preferably garden tap with hose nipple).
14. Supply, place and compact one (1) reinforced concrete platform for the fibreglass water tank.
15. Supply, install and test a fibreglass water tank of 9m<sup>3</sup> minimum capacity for both single span greenhouse. The water tank shall be equipped with ballcock, stop valves, and associated fittings.
16. Supply, install and test water supply pipes from the fibreglass water tank inlet up to water meter.
17. Supply and fix one (1) container of twenty (20) feet size to house the water pump and controlling devices, a fertigation system and washing basin for agro processing. The container shall be provided with one (1) single leaf door and windows to allow proper ventilation and natural light.
18. Supply and fix one unit two leaf chain link fenced gate of width 5 m and height 2.2m inclusive of 3 rows of barbed wire along the existing fence to provide the main opening with hinges and columns with pad footings.
19. Supply and install one distribution board (DB), residual current device (RCD), isolator, circuit breakers, appropriate electric cables, conduits, earthing pole and associated accessories. DB shall be protected from electric shocks. DB shall be labelled and circuit schematic to be submitted upon completion.

20. All electrical cables shall be passed through PVC or flexible conduits as required to be supplied and installed.
21. Supply and install earthing system for the whole facility with principle ground bar, bare/insulated copper wires, clamps, test point, earth rods and plates.
22. Testing and commissioning: after completion of the installation works, the bidder shall carry out all the necessary testing (continuity, insulation and earth) to ascertain that works have been executed to the satisfaction of the Employer.
23. Earth test certificate shall be submitted.

##### **Site B**

1. Cut and fill existing excavated soil over an approximate area of 65 m x 17 m to a maximum depth of 1.5 m. The soil shall be levelled within the site. A slope shall be maintained within the greenhouse to be determined by the bidder. Part of the vegetative soil from site B shall be transferred to site A as required and as directed by the Engineer and remaining part shall be stacked on the side of side B as directed by Engineer.
2. Excavation and backfilling works for foundation of blockwork around the greenhouse boundary.
3. Provision of drainage system for evacuation of storm water from boundary of greenhouse structures.
4. Block work of concrete block size 150mm wide and 300mm minimum high (inclusive of 100mm plinth) above ground level along the perimeter of the greenhouses inclusive of strip footing and slanted beams. Both external and internal surfaces of the concrete block shall be rendered.
5. Design, supply, fix and test two (2) double span greenhouses structure of hot dipped galvanized steel pipes suitable for its location and spaced for maximum wind speed of 120-125 km/h for 3 seconds with frame stabilization.
6. Supply, fix and install polyethylene plastic cover material of minimum thickness 200  $\mu$  (micron).
7. Supply, fix and install UV treated knitted 30% shade cloth above the plastic roof cover.
8. Provision of drip irrigation system together with main/submain, pump and other controlling devices inclusive of dripper lines, start connectors, flush-end valves for submain and dripper lines. The bidder shall include in his bid a proposed layout clearly mentioning what type of fittings, controlling system, fertilizer injector pump and dripper lines will be used.
9. Supply, fix and install roll up curtain on both longitudinal sides with a suitable mechanism.
10. Supply, fix and install trellising system complete with UV treated twine, hooks and clips.
11. Supply and fix tie down rachets and UV treated straps.



#### Section 4: Employer's Requirements

12. Supply, fix and install double leaf door of minimum size 3.0 m (W) x 2.5m (H) for each greenhouse inclusive of a suitable ramp for access to mechanisation. All doors have to be covered with overlapping anti-insect net to ensure insect-free zone.
13. Supply, install and test one water point for each greenhouse (preferably garden tap with hose nipple).
14. Supply, place and compact two reinforced concrete platforms for the (2) two fibreglass water tank.
15. Supply, install and test two (2) fibreglass water tanks of 9m<sup>3</sup> minimum capacity for both double span greenhouse complete with reinforced concrete platform as shown. The water tank shall be equipped with ballcock, stop valves, and associated fittings.
16. Supply, install and test water supply pipes from each fibreglass water tank inlet up to water meter.
17. Supply and fix two (2) containers of twenty (20) feet size to house the water pump and controlling devices, a fertigation system and washing basin for agro processing. The containers shall be provided with one (1) single leaf door and windows to allow proper ventilation and natural light.
18. Supply, place and compact two (2) reinforced concrete platform for plastic water tank. Supply, place and install rainwater harvesting system for each plastic greenhouse that shall slope towards rainwater harvesting plastic water tank 4.5 m<sup>3</sup>. Cylindrical above ground plastic water tanks of 4.5 m<sup>3</sup> with inlet for down pipe, outlet 1" Male Threaded, air vent and wash out shall be equipped with ballcock, stop valves and associated fittings.
19. Supply and install one distribution board (DB), residual current device (RCD), isolator, circuit breakers, appropriate electric cables, conduits, earthing pole and associated accessories. DB shall be protected from electric shocks. DB shall be labelled and circuit schematic to be submitted upon completion.
20. All electrical cables shall be passed through PVC or flexible conduits as required to be supplied and installed.
21. Supply and install earthing system for the whole facility with principle ground bar, bare/insulated copper wires, clamps, test point, earth rods and plates.
22. Testing and commissioning: after completion of the installation works, the bidder shall carry out all the necessary testing (continuity, insulation and earth) to ascertain that works have been executed to the satisfaction of the Employer.
23. Earth test certificate shall be submitted.

## **SPECIFICATIONS**

### **1.3. Design Guidelines**

1. The whole of the works shall be carried out in strict accordance with the Drawings, Scope of Works, Specifications and Performance Requirements and Conditions of Contract.
2. The height of the structure has to be between 4.5 to 5 metres at the apex and has to resist a gust wind speed of 120-125 km/h for 3 seconds.
3. The roll up mechanism shall be of manual winch type.
4. All gaps shall be sealed to ensure free insect zone.
5. The growing media shall be of vegetative soil.
6. The fertigation system shall be complete with irrigation controller, fertiliser dosing pump for solution, plastic container for fertilizer solution of appropriate capacity, etc.
7. Bidders shall submit technical leaflets to ascertain compliance with specifications above.
8. The system of irrigation shall be drip irrigation [Pressure Compensated Integral Dripper line (tube type) 16 mm with dripper distance 0.3m and dripper discharge 2.5-3.5 l/h].
9. The bidder shall provide a preliminary set of drawings, technical leaflets and sufficient calculations to demonstrate compliance with the proposed codes of practice, standards specifications or other references along with his bid.

### **1.4. List and order of materials**

Prior to order for local manufacture or shipment, the Contractor shall prepare and submit to the Engineer for approval the lists of all hot dipped galvanised steel pipes, fittings, jointing materials, filters, greenhouse components etc. required for the construction of each component of the Works from the information given in the Employer's Requirement and through site investigation. The Contractor is strongly recommended to confirm dimensions and quantities of items through site investigation and to notify the Engineer in writing if there are any discrepancies in the Employer's Requirements of the bidding document and site survey prior to ordering.

The Contractor shall satisfy himself that the various methods of connections works match with one another and he shall notify the Engineer in writing of any discrepancy he may have discovered.

The aforesaid notifications shall be made two (2) calendar weeks before work is scheduled to start and an absence of notification within the prescribed period shall be deemed to be an absence of deficiencies or discrepancies in the Contractual Documents.

### **1.5. Drawings of the works**

Drawing Nos. EU/SF-2022/01/01 to 05 are attached herewith in the Bidding Documents.

The Bidder shall submit with his bid all drawings for works which he has used for pricing his bid, each shall be 3 copies.

### **1.6. Approval of drawings**

The Contractor shall submit to the Engineer for approval within 7 days of the Engineer's order to commence the Works detailed drawings of the structures and a general arrangement of a typical installation, including critical dimensions for associated civil works. They are to be accompanied, if required, by calculations and explanations to show that they comply with all requirements of these Specifications.

Alteration to approved drawings shall only be made with the written consent of the Engineer.

### **1.7. Details of existing pipelines, CEB lines and other infrastructures**

The Contractor shall verify the presence of underground services prior to execution of works within immediate surroundings to the site and execute works without disturbing and damaging any of these features. Any disturbance caused to such infrastructures shall be immediately notified to the Engineer.

Prior to excavations, the Contractor shall dig out the number of trial pits he judges necessary for exact identification of location and depth of the existing buried pipes. He shall submit to the Engineer for approval of a methodology for excavation so as not to disturb or damage the existing components, prior to execute work.

### **1.8. Programme of the Works**

- a. The whole of the works shall be completed within twenty-four (24) weeks from Commencement date.
- b. The Contractor shall submit a programme of works to the Engineer for approval within fourteen (14) days from the date of issue of the Letter of Acceptance.
- c. The Contractor shall during execution of the contract, revise the programme of works every fortnight and in addition as and when requested and directed by the Engineer.
- d. The works shall be carried out according to the programme submitted by the Contractor and approved by the Engineer. The Contractor shall take the following into consideration while preparing the Programme of Works:
  - Main pipeline will be closed for a maximum of 2 days on a particular site to allow for tapping connection.
  - The Contractor shall ensure that existing track roads are not obstructed and shall remain accessible to planters and irrigation workers

- The Programme of works shall show all resources (labour, plant and equipment and cash flow) necessary to plan the weekly and monthly progress between the commencement and completion dates. Additionally, it shall show the timing, order of procedure and general method for carrying out the works, with timing for mobilisation of plant and equipment and for the purchase/ordering of goods for different stages of works.
- The critical path with all activities involved therein shall clearly be shown.
- The Programme of Works shall also take due regards of the time required for drawings' approval, testing and inspection at the works, freight and delivery of materials to the site of works.

### **1.9. Quality of materials**

All materials to be supplied under this contract (hot dipped galvanised steel pipes, filters, jointing materials, nuts, bolts & other fittings) shall be suitable for greenhouse purposes. The quality of materials and goods shall be of first grade and best quality. All goods supply shall be new, unused, free from any defects and conforming to BS, EN, ISO or other equivalent standards and shall be approved by the Engineer. Inferior or low-grade supplies shall be rejected by the Engineer.

Bidder shall submit a complete catalogue information, descriptive literature, specifications and technical data for hot dipped galvanised steel pipes, fittings and filters proposed in their Bids to enable the Employer to access their proposal. The Bidder shall be specific as to the country of origin and manufacturing firm of the items intended to supply under this Procurement.

**1.10. Rules of origin of products**

**EXTERNAL ACTION FINANCIAL INSTRUMENTS AND EUROPEAN DEVELOPMENT FUND  
RULES ON PARTICIPATION IN PROCUREMENT PROCEDURES AND GRANTS**

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## A. Part I: 2014-2020 instruments for external action

### 1) Eligible countries for DCI, ENI, PI, Greenland and INSC (CIR - Article 9)

Participation in the award of procurement contracts, grants and other award procedures for actions financed under **DCI, ENI, PI, Greenland and INSC** for the benefit of third parties shall be open to all natural persons who are nationals of, and legal persons that are effectively established in, one of the following eligible countries/territories/beneficiaries:

- a) *EU Member States* ([appendix 1](#))
- b) *IPA II beneficiaries (listed in the Annex I of IPA II Instrument)* ([appendix 2](#))
- c) *European Economic Area* ([appendix 3](#))
- d) Developing countries and territories, (included in the OECD-DAC list of ODA recipients<sup>1</sup>), which are not members of the G20 group<sup>2</sup>:
  - i. *Least Developed Countries (LDCs)* ([appendix 4](#))
  - ii. *Other Low Income Countries* ([appendix 5](#))
  - iii. *Lower Middle Income Countries and Territories* ([appendix 6](#))
  - iv. *Upper Middle Income Countries and Territories* ([appendix 7](#))
- e) *Overseas Countries and Territories (OCTs)* covered by Council Decision 2013/755/EU of 25 November 2013 on the association of the overseas countries and territories with the European Union ([appendix 8](#))
- f) *Member States of the OECD* ([appendix 9](#)) **are also eligible when contracts are exclusively implemented in a Least Developed Country<sup>3</sup> or in a Highly Indebted Poor Country (HIPC)<sup>4</sup>.**
- g) (i) *Developing countries, as included in the list of ODA recipients, which are members of the G20 group* ([appendix 10](#));
- (ii) *any other countries and territories* (ie. all countries of the world).

The entities of these countries can only participate in procedures, where the country itself is a beneficiary of the action. This can happen in particular, in thematic programmes, programmes financed under the PI or where the success of a regional programme necessitates the participation of the said country.

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<sup>1</sup> Please check the DAC List of ODA Recipients, effective for reporting on 2018, 2019 and 2020 flows.

<sup>2</sup> Non eligible G20 Members developing countries are: India, Indonesia, Argentina, Brazil, China, Mexico, South Africa. South Africa will be eligible when the action will be co-financed with the EDF. *Turkey* is also a developing country (upper middle income) G20 Member but is eligible as a **beneficiary listed in the Annex I of the IPA II**.

<sup>3</sup> See [appendix 4](#) for the full list of LDCs.

<sup>4</sup> HIPCs are: Afghanistan, Benin, Bolivia, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Côte d'Ivoire, Democratic Republic of Congo, Ethiopia, Ghana, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nicaragua, Niger, Republic of Congo, Rwanda, São Tomé & Príncipe, Senegal, Sierra Leone, Tanzania, The Gambia, Togo, Uganda, Zambia.

- h) any countries for which *reciprocal access* to external assistance is established by the Commission. Currently there are no such countries.
- i) **for ENI Instrument only:** in addition to the countries/territories/beneficiaries mentioned above that are eligible for ENI, the following countries/territories are also considered eligible for contracts financed under the ENI Instrument:
  - i. *Partner countries or territories covered by the Instrument* (annex I of the ENI Instrument) ([appendix 11](#));
  - ii. in the case of relevant procedures taking place in the context of the multi-country and cross-border co-operation programmes in which it<sup>5</sup> participates: *the Russian Federation*.
- j) **For DCI, ENI, PI, Greenland and INSC:** where an agreement on widening the market for procurement of goods or services to which the Union is party applies, the procurement procedures for contracts financed by the budget shall also be open to natural and legal persons established in a third country other than those specified in the basic instruments governing the cooperation sector concerned, under the conditions laid down in that agreement.

## **2) for IcSP and EIDHR (CIR – Article 11)**

*All countries* are eligible for participation in contracts financed under these Instruments that are fully untied without prejudice to the limitations inherent to the nature and the objectives of the action.

## **3) For IPA II (CIR- Article 10)**

Participation in the award of procurement contracts, grants and other award procedures for actions financed under the CIR **for IPA II** for the benefit of third parties shall be open to all natural persons who are nationals of, and legal persons who are effectively established in, one of the following eligible countries/ territories/beneficiaries:

- a) *EU Member States* ([appendix 1](#))
- b) ***Beneficiaries listed in the Annex I of the IPA II*** ([appendix 2](#))
- c) *European Economic Area* ([appendix 3](#))
- d) *Partner countries and territories covered by ENI Instrument* (annex I of ENI Instrument) ([appendix 11](#))
- e) countries for which Commission has adopted a decision approving the request for *reciprocal access* to external assistance. Currently there are no such countries.
- f) where an agreement on widening the market for procurement of goods or services to which the Union is party applies, the procurement procedures for contracts financed by the budget shall also be open to natural and legal persons established in a third country other than those specified in the basic instruments

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<sup>5</sup> In line with the upcoming corrigendum of the CIR, regarding Article 9(1)(b) (OJ L 316, 4.11.2014, p. 69) (FR).

governing the cooperation sector concerned, under the conditions laid down in that agreement.

**Part II: Rules on nationality and origin for public procurement, grants and other award procedures financed under the ACP-EC Partnership Agreement, laid down in Annex IV to the latter Agreement as revised by Decision No 1/2014 of the ACP-EU Council of Ministers of 20 June 2014 (2014/428/EU)**

Participation in procedures for the award of procurement contracts or grants financed from the multi-annual financial framework of cooperation under the ACP-EC Partnership Agreement is open to all natural persons who are nationals of, or legal persons who are effectively established in:

- (a) *an ACP State* ([appendix 12](#));
- (b) *a Member State of the European Union* ([appendix 1](#));
- (c) *Beneficiaries of the Instrument for pre-accession assistance* ([appendix 2](#));
- (d) *a Member State of the European Economic Area* ([appendix 3](#));
- (e) *Overseas Countries and Territories* ([appendix 8](#));
- (f) *developing countries and territories, as included in the OECD-DAC list of ODA Recipients, which are not members of the G20 group, without prejudice to the status of the Republic of South Africa, as governed by Protocol 3 of the partnership Agreement (appendices 4, 5, 6 and 7);*
- (g) *countries for which Commission has adopted a decision approving the request for reciprocal access to external assistance in agreement with ACP countries; Currently there are no such countries.*
- (h) *a Member State of the OECD* ([appendix 9](#)), in the case of contracts exclusively implemented in a Least Developed Country (LDC)<sup>6</sup> or a Highly Indebted Poor Country (HIPC)<sup>7</sup>.

**Part III: rules on nationality and origin for public procurement, grants and other award procedures for instruments for external action financed under the Overseas Association Decision.**

From the publication of the COUNCIL DECISION 2013/755/EU of 25 November 2013 on the association of the overseas countries and territories with the European Union ('Overseas Association Decision') the following rules are applicable to calls financed under the financial assistance of the EDF:

1. Tenderers, applicants and candidates from the following countries and territories shall be eligible to funding under this Decision:
  - (a) *Member States of the European Union* ([appendix 1](#))
  - (b) *candidate countries and potential candidates* as recognised by the Union ([appendix 2](#))

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<sup>6</sup> See [appendix 4](#) for the full list of LDCs.

<sup>7</sup> See full list of HIPCs in [footnote 4](#)



- (c) *members of the European Economic Area* ([appendix 3](#))
- (d) *OCTs* ([appendix 8](#))
- (e) developing countries and territories, as included in the OECD-DAC list of ODA Recipients, which are not members of the G-20 group (appendices [4](#), [5](#), [6](#) and [7](#))
- (f) countries for which *reciprocal access* to external assistance is established by the Commission. Reciprocal access may be granted, for a limited period of at least one year, whenever a country grants eligibility on equal terms to entities from the Union and from OCTs; Currently there are no such countries.
- (g) *Member States of the OECD* ([appendix 9](#)), in the case of contracts exclusively implemented in a Least Developed Country<sup>8</sup>.

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<sup>8</sup> See [appendix 4](#) for the full list of LDCs.

## **APPENDICES**

### ***APPENDIX 1 : EU MEMBER STATES***

Austria, Belgium, Bulgaria, Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom<sup>9</sup>.

### ***APPENDIX 2 : IPA II BENEFICIARIES***

Albania, Bosnia and Herzegovina, Kosovo\*, Montenegro, Serbia, Turkey, Republic of North Macedonia.

\* This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

### ***APPENDIX 3 : EUROPEAN ECONOMIC AREA***

(only non-EU MS are mentioned) Iceland, Lichtenstein, Norway.

### ***APPENDIX 4 : LEAST DEVELOPED COUNTRIES***

Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Lao People's Democratic Republic, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, Zambia.

### ***APPENDIX 5: OTHER LOW INCOME COUNTRIES***

Democratic People's Republic of Korea, Zimbabwe.

### ***APPENDIX 6 : LOWER MIDDLE INCOME COUNTRIES AND TERRITORIES***

Armenia, Bolivia, Cabo Verde, Cameroon, Congo, Côte d'Ivoire, Egypt, El Salvador, Eswatini, Georgia, Ghana, Guatemala, Honduras, India, Indonesia, Jordan, Kenya, Kosovo, Kyrgyzstan, Micronesia, Moldova, Mongolia, Morocco, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Philippines, Sri Lanka, Syrian Arab Republic, Tajikistan, Tokelau, Tunisia, Ukraine, Uzbekistan, Vietnam, West Bank and Gaza Strip.

### ***APPENDIX 7 : UPPER MIDDLE INCOME COUNTRIES AND TERRITORIES***

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<sup>9</sup> The United Kingdom ceased to be an EU Member State on the 31 of January 2020. Pursuant to the Withdrawal Agreement concluded between the EU and the UK, references to the eligibility of 'Member States' for participation in programmes under the current 2014-2020 MFF and the EDFs also cover the United Kingdom (Article 127(6), Article 137 and Article 152(1) Withdrawal Agreement).

Albania, Algeria, Antigua and Barbuda, Argentina, Azerbaijan, Belarus, Belize, Bosnia and Herzegovina, Botswana, Brazil, China (People's Republic of), Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, Equatorial Guinea, Fiji, Republic of North Macedonia, Gabon, Grenada, Guyana, Iran, Iraq, Jamaica, Kazakhstan, Lebanon, Libya, Malaysia, Maldives, Marshall Islands, Mauritius, Mexico, Montenegro, Montserrat, Namibia, Nauru, Niue, Palau, Panama, Paraguay, Peru, Saint Helena, Saint Lucia, Saint Vincent & the Grenadines, Samoa, Serbia, South-Africa, Suriname, Thailand, Tonga, Turkey, Turkmenistan, Venezuela, Wallis and Futuna.

### ***APPENDIX 8 : OVERSEAS COUNTRIES AND TERRITORIES<sup>10</sup>***

Anguilla (UK), Aruba (NL), Bermuda (UK), Bonaire (NL), British Antarctic Territory (UK), British Indian Ocean Territory (UK), British Virgin Islands (UK), Cayman Islands (UK), Curaçao (NL), Falkland Islands (UK), French Polynesia (FR), French Southern and Antarctic Territories (FR), Greenland (DK), Montserrat (UK), New Caledonia and Dependencies (FR), Pitcairn (UK), Saba (NL), Saint Barthelemy (FR), Saint Helena, Ascension and Tristan da Cunha (UK), Sint Eustatius (NL), Sint Maarten (NL), South Georgia and South Sandwich Islands (UK), St. Pierre and Miquelon (FR), Turks and Caicos (UK), Wallis and Futuna Islands (FR).

### ***APPENDIX 9 : OECD MEMBER STATES***

Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

Australia, Canada, Chile, Iceland, Israel, Japan, Korea, Mexico, New Zealand, Norway, Switzerland, Turkey, United States of America.

### ***APPENDIX 10 : G20 MEMBER DEVELOPING COUNTRIES***

Argentina, Brazil, China, India, Indonesia, Mexico, South-Africa, Turkey.

### ***APPENDIX 11 : ENI PARTNER COUNTRIES AND TERRITORIES***

Algeria, Armenia, Azerbaijan, Belarus, Egypt, Georgia, Israel, Jordan, Lebanon, Libya, Republic of Moldova, Morocco, occupied Palestinian territory (oPt), Syria, Tunisia, Ukraine.

### ***APPENDIX 12 : ACP COUNTRIES\****

**Africa:**

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<sup>10</sup> OCTs listed in Annex II to the TFEU having special relations with the United Kingdom are covered by the scope of the EU-UK Withdrawal Agreement. Therefore, pursuant to the EU-UK Withdrawal Agreement, Union law as referred to in Articles 137 WA therefore includes the rules on financing of OCTs and eligibility under the current 2014-2020 MFF and the EDFs (Article 3(1)(e), Article 127(6), Article 137 and Article 152(1),(3) Withdrawal Agreement).

South Africa\*\*, Angola, Benin, Botswana, Burkina Faso, Burundi, Central African Republic, Cameroon, Cabo Verde, Chad, Comoros Islands, Congo, Côte d'Ivoire, Democratic Republic of the Congo, Djibouti, Eritrea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Equatorial Guinea, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mauritania, Mozambique, Namibia, Niger, Nigeria, Uganda, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Sudan, , Tanzania, Togo, Zambia and Zimbabwe.

### **Caribbean:**

Antigua and Barbuda, Bahamas, Barbados, Belize, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Surinam, Trinidad and Tobago.

### ***Pacific:***

Cook Islands, East Timor, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Papua New Guinea, the Solomon Islands, Western Samoa, Tonga, Tuvalu, Vanuatu.

\*\* While natural and legal persons established in South Africa are eligible to participate in procedures financed by the 10th/ 11th EDF, South Africa cannot be a beneficiary of contracts financed by the 10th/11th EDF.

\* Cotonou Partnership Agreement of 23 June 2000 (as amended by the provisional application of Decision No 1/2000 of the ACP-EC Council of Ministers of 27 July 2000, Decision No 1/2000 of the ACP-EC customs cooperation committee of 18 October 2000, Decision No 1/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 2/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 3/2001 of the ACP-EC customs cooperation committee of 10 May 2001, Decision No 4/2001 of the ACP-EC customs cooperation committee of 27 June 2001, Decision No 5/2001 of the ACP-EC customs cooperation committee of 7 December 2001, Decision No 2/2002 of the ACP-EC customs cooperation committee of 28 October 2002, Decision No 1/2003 of the ACP-EC Council of Ministers of 16 May 2003, Council Decision (EC) of 19 December 2002, Decision No 1/2004 of the ACP-EC Council of Ministers of 6 May 2004, Decision No 2/2004 of the ACP-EC customs cooperation committee of 30 June 2004 and Decision No 4/2005 of the ACP-EC customs cooperation committee of 13 April 2005).

## **2. The Sites**

### **2.1 Site**

The site location is indicated in Drawing EU/SF-2022/01/01.

### **2.2 Inspection of site**

The availability of above data and drawings do not relieve the Contractor of his responsibility to inspect the Site for further investigations required for design or execution of the Works.

The Contractor is recommended to acquaint himself with the site locations. He shall assess the presence of all visible structures or obstacles, rock piles and ranges, trees, steep slopes, conditions of track roads, etc. The Contractor shall ascertain that the equipment he intends to propose is perfectly adapted to operate fully and satisfactorily under the topographical conditions of the site. He shall take into consideration all the above factors while pricing in the Price Activity Schedule.

### **2.3 Access to site**

- The Contractor shall give notice to the Employer prior to shipment and delivery of equipment and supplies to the site. The Employer shall grant possession of site to the Contractor as specified in the Appendix of bid and directed by the Engineer taking into consideration the programme of work.
- The Contractor shall give notice to the Engineer prior to commence work.
- The Contractor shall be responsible for the reinstatement of existing roads if same were disturbed/damage at respective site and shall also be responsible for safe and easy passage of vehicles on the existing track roads.

### **2.4 CEB Supply**

Electricity point is available nearby the site of work. Application for a new electricity supply shall be done by the WUCS.

The Contractor will take delivery of the meter from the CEB and allow for all that is necessary to erect, support and connect these instruments. The contractor will allow in his Price for assistance to the CEB for connections to the main switchboard.

### **2.5 Clearance of site**

Site clearance shall be carried out over the areas to be occupied by the works and for working space and shall consist for removal of other vegetation and the grubbing out of all roots and also rocks and boulders. Topsoil so removed shall be kept aside for reinstatement.

### **2.6 Site to be tidy**

The site shall be maintained in a neat, tidy and healthy condition, and the Contractor shall remove all waste, debris and unwanted materials and other litter from site upon completion of works.

### **2.7 Safety on site**

The Contractor shall adhere to all rules and regulations regarding Health and Safety of personnel as directed by the OSHA 2005 & regulations, the Irrigation Authority Safety and Health Officer. The Contractor 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 bidder and to other parties working on Site.

### **2.8 First aid outfit**

The Contractor shall provide and maintain on site in readily available positions near the sites of work adequate first aid outfit and have experienced first aid man available for attending minor accidents. Fire extinguishers shall also be kept on site.

### **2.9 Maintenance of services and structures**

When service or structure is encountered on, over, under, in or through the Site during the performance of the Contract, the Contractor shall make a record of the location and detailed description of such service or structure and shall send the same forthwith to the Engineer.

Where permanent diversion or support of such service or structure is rendered necessary as the unavoidable result of the construction of the Works in accordance with the Contract, the Engineer - after consultation with the Employer will instruct the Contractor as to the diversion or support to be provided and the Contractor shall be paid the costs thereof in accordance with Clause 40 of the General Conditions of Contract.

### **2.10 Site records**

The Contractor shall make records of the position and extent in the excavations of every type of service, stratum and ground water encountered during the construction of the Works and of samples taken and results of tests of such materials and water.

The Contractor shall also make records of the labour, plant and material employed on site. The plant schedules and labour time sheets shall be submitted for approval to the Engineer's Representative on every working day.

The records shall be prepared in a form to the approval of the Engineer and shall be submitted to him in duplicate as soon as practicable after the events and observations which they record.

### **2.11 Services provided to Engineer**

#### Assistance to the Engineer

The Contractor shall make available such labour and materials as the Engineer may require for survey work in connection with the works. The Contractor shall provide at his own expense any necessary tackle, test equipment, access, labour, staff and any other thing the Engineer may reasonably require in order that he may conveniently and quickly carry out such inspections as he deems necessary at any time during the execution of the works and during the Defects Liability Period.

### **2.12 Inspections by Engineer during defects liability period**

The Engineer will give the Contractor due notice of his intention to carry out any inspections during the Defects Liability Period and the Contractor shall thereupon arrange for an authorised representative acceptable to the Employer to be present at the times and dates named by the Engineer. This representative shall render all necessary assistance and take note of all matters and things to which his attentions is directed by the Engineer.

### **2.13 Progress photograph**

The Contractor shall provide progress photographs, illustrating each stage of the work being effected to the Engineer. Photos shall be coloured and of minimum size A6 (105mm\*148mm). Photos are to be supplied in hardcopy and soft copy in USB pen drive. The location, date when taken and the direction in which the camera was facing shall be inscribed on the back of each photograph. The photographs shall be submitted to the Engineer in an album.

### **2.14 Notice of operation**

The Contractor shall give full and complete written notice of all important operations to the Engineer to make such arrangements as the Engineer may consider necessary for the inspection of works and for any other purpose. The Contractor shall not start any important operation without the written approval of the Engineer.

### **2.15 Progress meetings**

The Contractor's Contract Manager shall attend regular progress meetings on Site which will be convened by the Engineer. The Contractor shall also attend any other meetings requested by the Engineer.

### 2.16 As-built drawings

The number of copies and date by which “as built” drawings are to be submitted by the Contractor are as follows:

a. **Draft:**

One (1) hardcopy to be submitted two (2) weeks before requesting the Completion Certificate. The Engineer shall scrutinize adequacy of submission and may request modification/corrections prior to its approval.

b. **Final:**

The Contractor shall supply three (3) hard copies and one (1) soft copy on USB pen drive in AutoCAD drawing format of the as built drawings of the project and shall comprise of:

- The greenhouse items and equipment installed;
- All Container details and pipe installation;
- Other drawings as requested by the Engineer.

And duly approved by the Engineer, upon completion of the project.

### 2.17 Sign boards

The contractor shall erect 2 sign boards at the start of construction works on site. A sample of the signboard is shown in figure 1.0. The boards shall be weatherproof and mounted on stout post so as to withstand strong winds associated with cyclones.

The boards shall indicate relevant information about the project such as the Project Name, the Funding Agency, the Employer and the Contractor, with lettering shown in blue on white background and in sizes not less than 50mm high and shall be approved by the Engineer.

The Contractor shall erect safety sign boards at the start of construction works and at locations to be indicated on site.



GCCA+ Flagship Initiative "Supporting Climate Change Smart Agriculture for Small Holders in the Republic of Mauritius"	
<b>Project Name:</b> Design, Supply, Installation, Testing and Commissioning of four (4) Greenhouses Complete with Irrigation, Fertigation, Rainwater Harvesting Systems & Civil Works	
<b>Employer:</b>	IRRIGATION AUTHORITY
<b>Financed by:</b> EUROPEAN COMMISSION AND GOVERNMENT OF THE REPUBLIC OF MAURITIUS	
<b>Contract Value:</b>	-
<b>Supervision:</b>	IRRIGATION AUTHORITY
<b>Contractor:</b>	-

Figure 1.0: Signboard

### **3. Earthworks**

#### **3.1. Notice to be given before commencing earthworks**

The Contractor shall give to the Engineer at least seven days written notice of his intention to commence earthworks on any part of the Site so as to enable the Engineer to be furnished with all ground levels and other particulars he may require for the purpose of measurement. The earthworks shall not be commenced until written approval has been received by the Contractor from the Engineer.

The Engineer shall have the right to direct the Contractor as to the length or location of portions of excavation which shall be opened at any one time, in addition to the normal limits to lengths of open excavation imposed by the local authorities.

#### **3.2. Excavation generally**

Excavation shall be made in open cutting unless tunnelling or heading is specified or approved by the Engineer and shall be taken out as nearly as possible to exact dimensions and levels so that the minimum of infilling will afterwards be necessary.

It shall be the Contractor's responsibility at all times to ensure the stability and safety of excavations and the Contractor shall take all measures necessary to ensure that no collapse erosion or subsidence occurs.

The sides of all excavations shall be kept true and shall where necessary be adequately supported by means of timber, steel or other type struts, walling, poling boards, sheeting, bracing and the like. All supports shall be of sound design and construction and shall be sufficiently watertight to permit excavation, concreting and other work to be completed satisfactorily.

Excavations shall be kept free from water and it shall be the Contractor's responsibility to construct and maintain temporary diversion and drainage works and to carry out pumping and to take all measures necessary to comply with this requirement.

If the Contractor encounters any unsound material in the formation, he shall immediately inform the Engineer who will instruct the Contractor in writing as to whether or not the said material shall be treated as unsound. Unsound material shall be removed and disposed of to the satisfaction of the Engineer. Unless otherwise specified or ordered by the Engineer, the voids so formed shall be filled with concrete Grade 10 in the formations to structures, with the same material as that which comprises the fill in the formation to embankments, with compacted granular material in the formation of pipelines and with concrete Grade 10 filling approved by the Engineer in the formation to roads. If, in the opinion of the Engineer, the unsoundness is due to failure of the Contractor to comply with the Specification including keeping the excavation free from water, the cost of dealing with the unsound material shall be borne by the Contractor.

The Contractor shall not deposit excavated materials on public or private land except where directed by the Engineer in writing or with the consent in writing of the relevant

authority or of the owner or responsible representative of the owner of such land and only then in those places and under such conditions as the relevant authority, owner or responsible representative may prescribe.

### **4. Concrete for Minor works**

#### **4.1. Scope**

This specification deals with reinforced and unreinforced concrete works, formwork and falseworks of any kind, and the reinforcement. It applies to structural concrete in platforms, tie columns, ground beams etc.

#### **4.2. Concrete**

The concrete ingredients, manufacture, testing and workmanship shall conform to the recommendations of Sections 6 and 7 of BS 8110 Part 1 & 2.

The grade number refers to the 28-days characteristic strength in N/mm<sup>2</sup>.

The concrete composition shall generally conform to the requirements of the prescribed mix design, as set out in BS 8110 Part 1 & 2. Small quantities of concrete may with the approval of the Engineer be batched in accordance with BS 8110 Part 1 & 2.

### **5. Miscellaneous Works**

#### **5.1. Cement mortar**

Cement, water and aggregate used for mortar, rendering, grout, screeding and other construction work shall be in accordance with Section 5 of BS 8110 Part 1 & 2.

Cement mortar for block work and rendering shall consist of ordinary Portland cement and approved natural sand mixed by hand or an approved mechanical mixer.

The cement and sand shall first be mixed dry until the cement colour can no longer be distinguished from the sand in any part of the mass and the whole shall then be uniformly wetted by approved means while undergoing further mixing. The water content shall be just sufficient to ensure mixing. The water content shall just be sufficient to ensure a dense mortar of stiff consistency and adequate workability to permit trowelling or floating into place. The workability of cement mortar to be used for rendering may be improved by adding an approved plasticiser in the proportions recommended by the supplier of the plasticiser.

Mortar shall be prepared and used as rapidly as possible after mixing. Under no circumstances shall any mortar be used that has stiffened by commencing to set. Fresh mortar shall not be mixed with mortar prepared earlier and all batches shall be used entirely separately.

## 5.2. Blockwork

Precast concrete blocks for block works shall be cellular block or hollow type as indicated in the Price Activity Schedule and manufactured from ordinary Portland cement and aggregates complying with BS 6073 Part 1 and 2 "Specification for the precast concrete masonry units". The concrete block shall be cured for not less than 28 days before they are used in the works. The Contractor shall supply a certificate from the supplier for each consignment of block received to the effect that the blocks meet the requirements and strength of the latest relevant BS. No broken block or block of improper quality shall be used.

The blocks to be used under this contract is proposed as specified in the Schedule of Prices.

The compressive strength of blocks shall be in accordance with BS6073 Parts 1 and 2.

The minimum compressive strength of blocks shall be as specified below.

Structural block work units:  $3.5\text{N/mm}^2$

Mortar to be used for block laying shall be composed of 1 part of cement to 3 part of sand. The cement and sand shall first be mixed dry until the cement colour can no longer be distinguished from the sand in any part of the mass. The latter shall then be uniformly wetted by approved means while undergoing further mixing. The water content shall just be sufficient to ensure a dense mortar of stiff consistency and adequate workability to permit troweling and floating into place.

Every batch of mortar shall be used within 30 minutes of mixing. No partially or wholly set mortar will be allowed to be used or re-mixed.

### Laying of blocks

All blocks shall be wetted with water before being bedded and jointed to minimize absorption of water from the mortar and tops of walls where work has been left off shall be thoroughly wetted and raked back before block laying. Block shall be bonded in accordance with the best constructional practice with vertical joint staggered. Where required for bond, blocks shall be carefully cut to size. Laying of blocks shall be carried up evenly in courses, no portion shall rise more than one metre above adjacent portion and at such changes in levels work shall be stepped back. Courses shall be properly levelled and perpendicular joints, quoins, and angles shall be plumbed as the work proceeds. No joint, horizontal or vertical shall exceed 12 mm thickness. Joint shall be raked out for rendering.

Blockwork and concrete columns shall be bonded by approved galvanised metal ties cast into the concrete spaced at alternate courses and extending not less than 150mm into the block joints.

The Contractor shall protect and keep clean the facework.

### **5.3. Rendering**

Rendering shall be carried out in a mix consisting of one part cement and four parts of sand gauged by dry volume unless otherwise directed by the Engineer. Rendering shall be in two coats of 20mm total thickness and is to be finished with a wood float.

The undercoat which shall have a thickness of 12mm shall be roughened to provide an adequate key for the finishing coat.

Surfaces to receive rendering shall be thoroughly cleaned. Concrete surfaces shall be roughened either by hand by treating the formwork with an approved retarder and wire brushing after removing the formwork whilst the concrete is still green to form an adequate key or by treating with an approved cement bonding agent in accordance with the manufacturer's recommendation. Otherwise, the surfaces shall be well hacked to form a good key. The joints of block or stone walls shall be racked. All surfaces shall be dampened as necessary, and the rendering applied immediately afterwards.

The finishing coat shall be applied with a wood skimming float and afterwards trimmed with a feather edge rule to a true and even surface. A hollow fillet shall be formed at internal angles. Any inequalities shall then be thoroughly scoured with a hand float and filled in. Overworking of the surface shall be avoided to reduce the tendency of surface crazing.

All rendering shall be protected from the sun and rain by adequate and suitable coverings and the rendering shall be kept damp while setting. Any cracks or parts which sound hollow when tapped or other defects in the rendering shall be cut out and re-rendered.

### **5.4. Steelwork - general**

All steel excluding pipes and pipe fittings shall be hot dipped galvanised in accordance with Clause 6.5 of this Specification after fabrication. The structural grade of the hot dipped galvanised steel shall be S275 with reference to BS 5950.

Where welding, cutting or drilling is carried out on Site the surrounding area shall be thoroughly cleaned by grinding, wire brushing or other method approved by the Engineer. The area shall then be painted accordingly as specified under this specification.

### **5.5. Galvanising**

Where steel or wrought iron is specified to be galvanised, the galvanising shall be executed after all fabrication has been completed. Galvanising method shall be in accordance with British standard or equivalent standards. Metal surfaces shall be evenly covered and the additional weight thereof, after dipping, shall be not less than 0.6 kg per square metre (two ounces per square foot) of surface galvanised except in the cases of tubes to British Standard 1387, where it shall be 0.45 kg per square metre (one and a half ounces per square foot). Edges shall be clean and surface bright.

### 5.6. Painting

Unless otherwise specified, the workmanship and quality of materials for painting shall comply with BSCP 231.

The Contractor shall regard the preparation of surfaces to be painted as work of fundamental importance.

### 5.7. Galvanised Surfaces

All surfaces shall be thoroughly cleaned of all scale, and every particle of rust, dirt or grease removed by scrapers, wire brushes, or other approved method. Painted surfaces or bituminous surfaces shall be removed. Galvanised surfaces shall be treated before painting with an approved etching primer (other than a mordant containing copper), which shall be supplied in two parts for mixing at Site in accordance with the manufacturer's instructions. The surface shall afterwards be thoroughly rinsed with clean water and allowed to dry.

The metal surfaces shall be painted with one undercoat a high-quality rust inhibitive primer approved by the Engineer and at least 2 coats of bitumen paint as per instruction of the manufacturer to the satisfaction of the Engineer. Each coat of paint must be allowed to dry before another coat is applied.

Application of primer and bitumen paint shall be as per instruction of Manufacturer.

## 6. Design, Material and Workmanship

### a. Design

The Contractor shall design the materials to comply with the duties stated in this Specification, to the Engineer's satisfaction and in accordance with relevant standards and it shall be such as will facilitate inspection, cleaning, maintenance and repair and ensure satisfactory operation under all conditions. Full design calculations shall be certified by the Contractor's Civil Engineer.

The general mechanical design of the products and particularly that of the seals, and other wearing parts, shall be governed by the need for long, trouble-free operation without frequent maintenance or attention being necessary.

### b. Standards of Workmanship

The standard of workmanship shall be of the best quality and to the satisfaction of the Engineer and shall comply with the requirements of the standards or codes of practices issued by any recognized organisations.

The Contractor may propose other internationally recognised codes of practice or regulations equivalent to those specified for approval by the Engineer. Such approval to these alternative standards must be obtained prior to start work under this Contract. Two copies of such alternatives standards are to be supplied in English to the Engineer when required.

Installations shall be carried out to good standards of workmanship and all equipment, materials and fittings shall be new and according to specifications. Any other equipment, materials and fittings required for the works shall be proposed by the Contractor. Where no details have been provided, products shall be manufactured to the British Standards applicable to the particular product.

## 7. Drip System

The in-field irrigation system shall be suitable for the irrigation of food crops mainly.

The trickle irrigation laterals shall be durable, leakproof and shall not be susceptible to deterioration by ants and termites.

## 8. Fertigation system

The fertigation unit shall be as shown in the drawing section below.

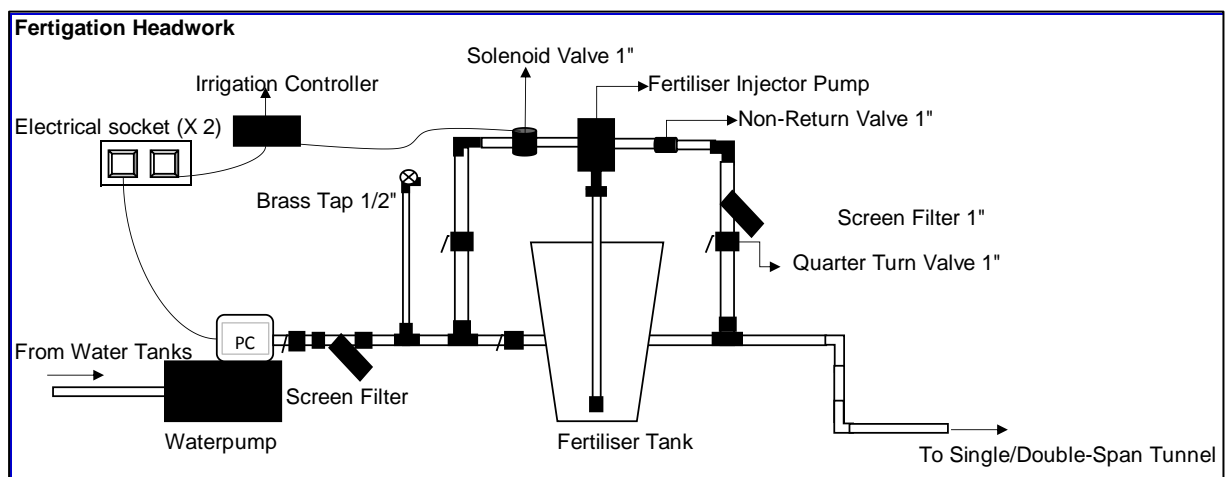


Figure 2.0

## 9. Operation and maintenance manuals

The Contractor shall supply to the Engineer with the material, plant or/and equipment, all the manuals and drawings describing the recommended procedures for their assemblies, dismantling, installation and operation. These documents shall give the dimensions, weight and space required for the operation and maintenance of the said plant and equipment. A draft of these documents shall first of all be submitted for approval by the Engineer one month prior to delivery to Site. After approval by the Project Manager, the Contractor shall submit within two (2) weeks two (2) copies of the approved documents suitably bound under hard cover to the Engineer.

**10. Warranty Certificates**

The contractor shall submit the following warranty certificates:

- a) Seven (**7**) years warranty on the structure against corrosion.
- b) One (**1**) year warranty after the issuance of the Defect Liability Certificate on the plastic covering.
- c) One (**1**) year after the issuance of the Defect Liability Certificate on insect proof netting and shade cloth.

**11. Evaluation and Qualification Criteria**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 31 and ITB 33, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section 5, Form of Bid and Appendix to Bid.



Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.1.1 Nationality	Nationality in accordance with ITB 4.1	Must meet requirement	N / A	Must meet requirement	N / A	Form ELI–1.1 and 1.2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3	Must meet requirement	N / A	Must meet requirement	N / A	Form of Bid
2.1.3 Country Ineligibility	Not having been declared ineligible by the PPO as described in ITB 4.4	Must meet requirement	N / A	Must meet requirement	N / A	Written statement from Bidder
2.1.4 Government Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	N / A	Must meet requirement	N / A	Form ELI–1.1 and 1.2, with attachments

#### Section 4: Employer's Requirements

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.1.5 Ineligibility based on a United Nations resolution or Mauritian Law	Not having been excluded as a result of the laws of Republic of Mauritius or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.4	Must meet requirement	N / A	Must meet requirement	N / A	Written statement from Bidder

#### Section 4: Employer's Requirements

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as member to past or existing JVA	N / A	Must meet requirement by itself or as member to past or existing JVA	N / A	Form CON - 2

#### Section 4: Employer's Requirements

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.2.2 Litigation	Bidders shall provide a history of litigation over the past five years.  Bidders with a consistent history of court/arbitral award decisions against them may be disqualified.	Must meet requirement by itself or as member to past or existing JVA	N / A	Must meet requirement by itself or as member to past or existing JVA	N / A	Form CON – 2

#### Section 4: Employer's Requirements

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder’s country, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the bidder’s financial position.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 3.1 with attachments
2.3.2.	Clause Deleted					

#### Section 4: Employer's Requirements

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.3.3. Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of other contractual commitments:  (i) the following cash-flow requirement: MAURITIAN RUPEES EIGHT MILLION (MUR 2,000,000)  And, With respect to specific cash flow requirements, the bidder shall submit documentary evidence.	Must meet requirement	Must meet requirement	N / A	N / A	Form FIN – 3.3

#### Section 4: Employer's Requirements

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
	<p>mentioning the name of the project and its contract reference where applicable. No submission of the supporting documents may lead to the rejection of the bid.</p> <p>Documentary evidence may comprise but not limited to:-</p> <ul style="list-style-type: none"><li>1. Bank certificate</li><li>2. Certificate from auditors</li><li>3. Certificate from a professional Registered Accountant.</li></ul>					

#### Section 4: Employer's Requirements

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All members combined	Each member	At least one member	
2.4.1 (a) General Experience	Contractors shall have at least three (3) years experience and have to be registered with the CIDB in Building Construction Works or Civil Engineering Construction Works under the grade that would allow him to perform the value of works for which he is submitting his bid.	Must meet requirement	Must meet requirement	N / A	N / A	Valid registration certificate with the CIDB



#### Section 4: Employer's Requirements

2.4.1 (b) Specific Experience	Participation as contractor, or subcontractor, in at least one (1) project related to design, supply, installation, testing and commissioning of greenhouse complete with irrigation, fertigation & rainwater Harvesting within the last 10 years, with a value of at least Rs 0.5 Million that have been successfully and substantially completed	Must meet requirement	Must meet requirement	N / A	N / A	Form EXP – 4
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## Section 4: Employer's Requirements

### Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)
1	Civil Engineer registered with the Council of Professional Engineers (Mauritius) or equivalent body with a minimum of 5 year's Post Registration Experience in construction works.	5

**Contractor's Superintendence**

No.	Position	Total Work Experience (years)
1	One General Foreman with a minimum of 3 years' experience in construction works	3
2	One Electrical/Mechanical Technician with a minimum of 3 years' experience in electrical/mechanical work	3
3	One qualified Health and Safety Officer (Part time)	2

## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section 1

(Clause 6: Qualification of the Bidder) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

## Section 4: Employer's Requirements

### Form ELI 1.1

## Bidder Information Sheet

Date: \_\_\_\_\_ Bidder's  
Reference Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

4	1. Bidder's Legal Name
5	2. In case of JV, legal name of each party:
6	3. Bidder's actual or intended Country of Registration:
7	4. Bidder's Year of Registration:
8	5. Bidder's Legal Address in Country of Registration:
9	6. Bidder's Authorized Representative Information Name:  10 Address:  11 Telephone/Fax numbers:Email Address:
12	7. Attached are copies of original documents of:  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 5.1  <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB 13 Sub-Clause 5.5.

Form ELI 1.2

**Party to JV Information Sheet**

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

Bidder's Reference No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name:  Address:  Telephone/Fax numbers:  Email Address:
7. Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.  In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.5.

## Section 4: Employer's Requirements

### Form CON – 2

## Historical Contract Non-Performance

Bidder's Legal Name: \_\_\_\_\_

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

JV Partner Legal Name: \_\_\_\_\_

Bidder's Reference No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section 2.2 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section 2.2 (Evaluation and Qualification Criteria).			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, MUR equivalent)
_____	_____	Contract Identification: Name of Employer:  Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section 2.2.2 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section 2.2 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section 2.2 (Evaluation and Qualification Criteria), as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, MUR equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

## Section 4: Employer's Requirements

### Form CCC

### Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current MUR equivalent)	Estimated completion date	Average monthly invoicing over last six months (MUR month)
1.				
2.				
3.				
4.				
5.				
etc.				



**FORM FIN - 3.1****Financial Situation****Historical Financial Performance**

Bidder's Legal Name: \_\_\_\_\_

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

JV Partner Legal Name: \_\_\_\_\_ Bidder's Reference No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in MUR or equivalent	Historic information for previous three (3) years (MUR equivalent in millions)				
	Year 2018	Year 2019	Year 2020	Avg.	Avg. Ratio
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed. and audited (no statements for partial periods shall be requested or accepted).

## Section 4: Employer's Requirements

### Form FIN – 3.2

## Average Annual Turnover

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_ Bidder's Reference No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Annual turnover data (construction only)		
Year	Amount and Currency	MUR equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section 2.3 (Evaluation and Qualification Criteria), Sub- Factor 2.3.2, divided by that same number of years.

## Section 4: Employer's Requirements

### Form FIN3.3

## Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 2.3.3 (Evaluation and Qualification Criteria)

Source of financing	Amount (MUR equivalent)
1.	
2.	
3.	
4.	

## Section 4: Employer's Requirements

### Experience 2.4.1 (a) General Experience

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_ Bidder's Reference No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
_____	_____		Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer: Address:	_____
_____	_____		Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer: Address:	_____
_____	_____		Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer: Address:	_____
_____	_____		Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer: Address:	_____
_____	_____		Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer: Address:	_____
_____	_____		Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer: Address:	_____

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

## Section 4: Employer's Requirements

### Form EXP 4 – 2.4.1 (b)

## Specific Experience

Bidder's Legal Name: \_\_\_\_\_

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

JV Partner Legal Name: \_\_\_\_\_ Bidder's Reference No.: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_ pages

<b>Similar Contract Number:</b> <u>    </u> <i>[insert specific number]</i> of <u>    </u> <i>[insert total number of contracts required]</i> .	<b>Information</b>		
Contract Identification			
Award date Completion date			
Role in Contract	Contractor	Management Contractor	Subcontractor
Total contract amount			MUR <u>    </u>
If partner in a JV or subcontractor, specify participation of total contract amount	<u>    </u> %		MUR <u>    </u>
Employer's Name:			
Address:			
Telephone/fax number:			
E-mail:			

## Section 4: Employer's Requirements

### Form EXP 4 – 2.4.1 (b) (cont.)

### Specific Experience (cont.)

Bidder's Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_

<b>Similar Contract No. __[insert specific number] of __[insert total number of contracts] required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 2.4.1 (a) of Section IV (Evaluation and Qualification Criteria):	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

## Section 4- Employer's Requirements

## **Section 5. Form of Bid and Appendix to Bid**



## **Section 5. Form of Bid and Appendix to Bid**

***Notes on Preparing Forms of Bid and Appendix to Bid***

***The Bidder shall complete and submit the Form of Bid and Appendix to Bid, all in accordance with the requirements of the bidding documents.***

## Form of Bid

Name of Contract: Design, Supply, Installation, Testing and Commissioning of Four (4)  
Greenhouse complete with Irrigation, Fertigation, Rainwater Harvesting  
System & Civil Works

Procurement Ref: EU/SF-2022/01

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

Gentlemen:

- a) We have examined the Conditions of Contract, Employer's Requirements & Specifications, Schedules, Addenda Nos \_\_\_\_\_ and the matters set out in the Appendix hereto. We have understood and checked these documents and have not found any errors in them. We accordingly offer to design, execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal, for the fixed lump sum of (in Mauritian Rupees, excluding VAT and Contingency sum \_\_\_\_\_
- b) We agree to abide by this Bid until 21<sup>st</sup> September 2022 and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of our Bid.
- c) We hereby confirm that:
- (i) this Bid complies with the Bid Security, if required; and
  - (ii) we have read and understood the content of the Bid Securing Declaration form contained in section 6 and subscribe fully to the terms and conditions of the Bid Securing Declaration, if required. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the Instructions to Bidders.
- d) We have no conflict of interest in accordance with ITB Sub-Clause 4.4;
- e) If our Bid is accepted, we will provide the specified performance security, commence the Works as soon as reasonably possible after receiving the Employer's Representative's notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Appendix to Bid.
- f) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none").

- g) 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.

- h) Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- i) We understand that you are not bound to accept the lowest or any bid you may receive.
- j) 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.

We are, Gentlemen  
Yours faithfully

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and  
on behalf of \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

## Appendix to Bid

*[Bidders should fill in the remaining blank spaces in the Appendix. Bidders are required to sign each page of the Appendix to Bid.]*

### Conditions of Contract Sub-Clause

Parties and Persons	1.1.2.2	Employer is: <b>Irrigation Authority</b>
	1.1.2.4	Engineer is: <b>To be nominated by the Employer</b>
Dates, Tests, Periods and Completion	1.1.3.3	<b>24 weeks</b> for design and execution of works from commencement date
Defects Notification Period	1.1.3.7	Defects Notification Period shall be: <b>6 months</b>
Works and Goods	1.1.5.6	Sections of the Works shall be as follows: <b>Not Applicable</b>
Communications	1.3(a)	Agreed system of electronic transmission is: <b>Email : irrig@irrig.org</b>
	1.3(b)	Address of the Employer is: <b>Irrigation Authority 5th Floor, Fon Sing Building 12, Edith Cavell Street Port Louis</b>
	1.3(b)	Address of the Engineer is: <b>Irrigation Authority 5th Floor, Fon Sing Building 12, Edith Cavell Street Port Louis</b>
	1.3(b)	Address of the Contractor is: _____ _____.
Law and Language	1.4	Law in force governing the Contract is Laws of Mauritius
	1.4	Ruling language of the Contract is: <u>English.</u>
	1.4	Language for communication is: <u>English.</u>
Right of Access to the Site	2.1	Employer shall give the contractor access to site on commencement date and possession of site 7 days after submission of all approved program, design drawings, calculations, approvals, bonds and securities, evidence of insurances and other required document at that stage."
Engineer's Duties and Authority	3.1(ii)	Engineer's authority to instruct a Variation is limited to: <b>One percent (1%) of the Contract Price.</b>
	3.1(iii)	Engineer's authority to approve a proposal for Variation submitted by the Contractor is limited to: <b>One percent (1%) of the Contract Price.</b>

Performance Security	4.2	Performance Security will be in a form acceptable to Employer in the amount of: <b>Ten percent (10%) of the Accepted Contract Amount, payable in Mauritian Rupees.</b>
General Design Obligations	5.1	Contractor's obligation to notify the Employer of errors, faults or defects in the Employer's Requirements is: <b>14 days from the Commencement Date.</b>
Working Hours	6.5	Normal working hours are as per local labour and Mauritian laws
Delay Damages	8.7	Delay damages shall be in the amount of: <b>1/2000 of the final Contract Price per day payable in Mauritian Rupees</b>
	8.7	Maximum amount of delay damages shall be: <b>Ten percent (10%) of the final Contract Price.</b>
Provisional Sums	13.5(b)(ii)	Percentage for overhead charges and profits for adjustment of Provisional Sums shall be: <b>Not Applicable</b>
Adjustments for Changes in Cost	13.8	See Schedule of Adjustment Data below: <b>Not Applicable</b>
Advance Payment	14.2	Total advance payment shall be: <b>Fifteen percent (15%) of the Accepted Contract Amount</b>
		Number and timing of installments of the advance payment shall be: <b>One.</b>
		Currency in which the advance payment shall be paid is: <b>Mauritian Rupees.</b>
	14.2	Repayment of the advance payment shall start after certification of: <b>Fifteen percent (15%) of the Accepted Contract Amount.</b>
	14.2	Recovery of the advance payments shall be in the amount of: <b>Fifteen percent (15%) of the amount of monthly Interim Payment Certificates.</b>
Application for Interim Payment Certificates	14.3(c)	Amount to be retained shall be: <b>Ten percent (10%) of Interim Payment Certificates.</b>
	14.3 (c)	Limit of retention money shall be: <b>Ten percent (10%) of the Contract Price</b>
Plant and Materials intended for the Works	14.5(b)(i) 14.5(c)(i)	Interim payments for approved plant and materials delivered on site only is payable
Issue of Interim Payment Certificates	14.6	Minimum amount of an Interim Payment Certificates shall be: <b>MUR 200,000.00 with no more than one (1) submission per month.</b>
Delayed Payment	14.8	Financing charges shall be at the prevailing rate of interest at the legal rate for each occurrences in which payments are made.

Payment of Retention Money	14.9	Payment for each Section shall be as follows: <b>Not Applicable</b>
Currencies of Payment	14.15	Currencies of payment shall be: <b>Mauritian Rupees (MUR)</b>
Plant and Materials intended for the Works	14.5(b)(i) 14.5(c)(i)	See table of Plant and Materials below: <b>Not Applicable</b>
General Requirements for Insurances, Insurance for Works and Contractor's Equipment; and Insurance against Injury to Persons and Damage to Property.	18.1 18.2 (d) 18.3	<p>Except for the cover mentioned in (iv)(a) 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> <p>(a) For Design of the Works;</p> <p>Evidence of insurance and policies to be submitted before commencement date</p> <p>(b) For works and others;</p> <p>(i) for the Works, Plant and Materials: <b>Contract Price plus 15%</b></p> <p>(ii) for loss or damage to Equipment: <b>Cost of equipment plus 15% of its value</b></p> <p>(iii) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: MUR <b>1,000,000.00</b> (One Million Rupees)</p> <p>(iv) for personal injury or death:</p> <p>(1) of the Contractor's employees: As per Law of Mauritius</p> <p>(2) of other people:</p> <p><b>MUR 2,000,000</b> (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>(v) 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.

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		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.
Insurance for Design	18.5	Limit for insurance shall not be less than: <b>MUR 200,000.</b>
Appointment of the Dispute Adjudication Board	20.2	DAB shall comprise: <b>Not Applicable</b>
Failure to Agree Dispute Adjudication Board	20.3	Appointing entity shall be: <b>Not Applicable</b>
Arbitration	20.6(a)(i)	<b>Not Applicable</b>

**The items below are to be filled in by the Bidder as part of its Bid, as indicated in Conditions of Contract Sub-Clauses 13.8 and 14.5 – Not Applicable.**

## **Section 6. Sample Forms**



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## Section 6. Sample Forms

### ***Notes on Sample Forms***

***Bidders shall complete and provide the Bid Security (where applicable) all in accordance with the requirements of the bidding documents.***

***Bidders should NOT complete the Form of Agreement at this time. Only the successful Bidder will be required to complete the Form. The Form of Agreement, when it is finalized at time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations (time for completion, technical deviations, commercial deviations, etc.), spare parts or quantity variations in accordance with the requirements of the bidding documents.***

***The Form of Performance Security, Form of Advance Payment Security and Form of Domestic Preference Security should NOT be completed by the bidders at the time of bid preparation. Only the successful Bidder will be required to provide these securities in accordance with the forms indicated herein or in another form acceptable to the Employer. Where Advance Payment Security is not required, the form(s) should not be included in the bidding documents.***

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## Annex 1

### Form of Bid-Securing Declaration

Date:

Procurement Reference No.: EU/SF-2022/01

To: Irrigation Authority

I/We\*, the undersigned, declare that:

I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time as 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 in Instructions to Bidders; or
- (b) have refused to accept a correction of an error appearing on the face of the bid; or
- (c) having been notified of the acceptance of our bid by the Irrigation Authority during the period of bid validity, (i) have failed or have refused to execute the Contract, if required, or (ii) have failed or have refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I am/we are the successful Bidder, upon receipt of copies of the contract signed by me/us and the issuance of the Performance Security; or (b) in case 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.

Signature: .....

Name: *[insert complete name of person signing the Bid Securing Declaration]*In the capacity of: *[Insert the position of the signatory in the company]*.....Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal [where appropriate]

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

*[\*Please delete as appropriate]*

## Annex 2

### Form of Contract Agreement

**This Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_

of IRRIGATION AUTHORITY (hereinafter called "the Employer") of the one part and \_\_\_\_\_  
of \_\_\_\_\_ (hereinafter called "the Contractor") of  
the other part

**Whereas** the Employer desires that the Works known as \_\_\_\_\_  
should be designed and executed by the Contractor, and has accepted a Bid by the Contractor for  
the design, execution and completion of such 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 Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) The Letter of Acceptance dated \_\_\_\_\_
  - (b) The Employer's Requirements
  - (c) The Addenda nos. \_\_\_\_\_
  - (d) The Bid dated \_\_\_\_\_
  - (e) The Conditions of Contract (Parts I and II)
  - (f) The completed Schedules, and
  - (g) The Contractor's Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, 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 the day and year first before written in accordance with their respective laws.

Authorized signature of Employer  
SEAL  
(if any)

Authorized signature of Contractor  
SEAL  
(if any)

in the presence of:

in the presence of:

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Address \_\_\_\_\_

### Annex 3

## Form of Performance Security (Bank/Insurance Guarantee)

To: \_\_\_\_\_ *[name of Employer]*  
 \_\_\_\_\_ *[name of Employer]*

WHEREAS \_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute Design, Supply, Installation, Testing and Commissioning of four (4) Greenhouses Complete with Irrigation, Fertigation, Rainwater Harvesting Systems & Civil Works (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank/Insurance Guarantee by a recognized bank/insurance company for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank/Insurance Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ *[amount of Guarantee]*<sup>39</sup> \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall expire and returned to us not later than twenty-one days from the date of issue of the Performance Certificate.

Signature and Seal of the Guarantor \_\_\_\_\_  
 Name of Bank/Insurance Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

<sup>39</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.

## Annex 4

### Form of Advance Payment Security (Bank/Insurance Guarantee)

To: IRRIGATION AUTHORITY

The General Manager, Irrigation Authority, 5<sup>th</sup> Floor, Fon Sing Building, 12, Edith Cavell Street  
Port Louis.

Design, Supply, Installation, Testing and Commissioning of four (4) Greenhouses Complete with  
Irrigation, Fertigation, Rainwater Harvesting Systems & Civil Works

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 13.2 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_  
[name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with  
**IRRIGATION AUTHORITY** a bank/insurance guarantee to guarantee its proper and faithful  
performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of  
Guarantee]<sup>40</sup>  
\_\_\_\_\_  
[in words].

We, the \_\_\_\_\_ [bank/insurance company], as instructed by  
the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as  
Surety merely, the payment to **IRRIGATION AUTHORITY** on its first demand without whatsoever  
right of objection on our part and without its first claim to the Contractor, in the amount not  
exceeding \_\_\_\_\_ [amount of Guarantee]<sup>41</sup>  
\_\_\_\_\_  
[in words].

We further agree that no change or addition to or other modification of the terms of the  
Contract or of Works to be performed thereunder or of any of the Contract documents which may  
be made between **IRRIGATION AUTHORITY** and the Contractor, shall in any way release us from  
any liability under this guarantee, and we hereby waive notice of any such change, addition or  
modification.

This guarantee shall remain valid and in full effect from the date of the advance payment  
under the Contract until **IRRIGATION AUTHORITY** receives full repayment of the same amount  
from the Contractor.

Yours truly, \_\_\_\_\_  
Signature and Seal: \_\_\_\_\_  
Name of Bank/Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

<sup>40</sup> An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment, and  
denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible  
currency acceptable to the Employer.

## Annex 5

## Form of Cost Structure for Value Added per Product

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	Rs	Rs
<b>Raw Materials, Accessories &amp; Components</b>		
• Imported (CIF)	.....	.....
• Local (VAT & Excise Duty Fee)	.....	.....
<b>Labour Cost</b>		
• Direct Labour	.....	.....
• Clerical Wages	.....	.....
• Salaries to Management	.....	.....
<b>Utilities</b>		
• Electricity	.....	.....
• Water	.....	.....
• Telephone	.....	.....
<b>Depreciation</b>	.....	.....
<b>Interest on Loans</b>	.....	.....
<b>Rent</b>	.....	.....
<b>Other (please specify)</b>		
• .....	.....	.....
• .....	.....	.....
• .....	.....	.....
<b>TOTAL COST</b>		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

- The cost structure should be certified by a Certified Accountant

**Annex 6**  
**PRESCRIBED FORM FOR INDEMNITY BY CONTRACTOR**  
**UNDERTAKING DESIGN RESPONSIBILITY**

We [name and registered address of Contractor]

.....  
..... hereby indemnity and hold free:

**The Irrigation Authority**

From the responsibility and liability of any claim, demands, liabilities, proceedings, costs, damages, expenses (including attorney's fees and expenses), and causes of action of any nature whatsoever arising directly or indirectly from or in any way related to the fault in the design, detailing, calculations, manufacturing and erection/fixing of the works undertaken by us and/or our subcontractors and/or our agents and/or our employees.

Dated this.....day of..... 20.....

Name of signatory: .....

Signature.....

In the capacity of.....

Duly authorized to sign for and on behalf  
of.....  
.....

Address.....  
.....

Witness.....

Occupation of Witness.....

Address of Witness.....

Seal of Company.....



## **Section 7. Schedules**

## Section 7. Schedules

### *Notes on Schedules*

*The Schedules are intended to provide the Employer with essential supplementary information in an organized format. Examples of more commonly used Schedules are given herein. Others may be devised and added in accordance with the requirements of the Instructions to Bidders.*

*All the Schedules are essential for bid evaluation and some in contract execution; they should all be incorporated in the Contract, and appropriate changes introduced with the approval of the Employer or its representative.*

*In Option A, Single Stage Bidding Procedure, all Schedules are to be completed and submitted with the bid.*

1. *The Schedules are divided into six separate Schedules as follows:*
  - I. *Design, Drawings and Documentation*
  - II. *Plant and Equipment (including Mandatory Spare parts) supplied from outside the Employer's Country*
  - III. *Plant and Equipment (including Mandatory Spare parts) supplied from within the Employer's Country*
  - IV. *Civil Works, Installation and Other Services*
  - V. *Grand Summary*
  - VI. *Recommended Spare Parts*
2. *The quantities shown in these Schedules are estimates only.*
3. *The Schedules do not generally give a full description of the plant and equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid including overheads and profit.*
4. *Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the bidding documents.*

**Notes on Schedules (continued)**

*For each item, bidder shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.*

*5. Items left blank will be deemed to have been included in other items. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing the facilities and sections thereof in complete accordance with the Contract.*

*6. These Schedules are intended primarily to provide information for bid evaluation but not intended to be used for the evaluation of work done for the purpose of interim payment. They may, however, be used as a reference for the adjustment of the Schedule of Payment should the need arise.*

*7. These Schedules can be used as a basis to value variations of work done under the Provisional Sum.*

*8. The works shall cover the following major headings but not limited to:*

**Site A**

- a. Greenhouse Structure (Single Span)*
- b. Greenhouse Covering*
- c. Fertigation System*
- d. Agro-processing Unit*
- e. Dripper lines*
- f. Double leaf chain link fenced gate*

**Site B**

- a. Earthworks*
- b. Greenhouse Structure (Double Span)*
- c. Greenhouse Covering*
- d. Fertigation System*
- e. Agro-processing Unit*
- f. Water Harvesting System*
- g. Dripper lines*



## SCHEDULES OF PRICES

### I. Design, Drawings and Documentation

Item	Description	Quantity	Rate		Total Price	
			Foreign Currency <sup>a</sup>	Local Currency <sup>a b</sup>	Foreign <sup>a</sup>	Local <sup>a</sup>
1	Site A					
2	Site B					
	<b>TOTAL (To Grand Summary)</b>					

a Currencies shall be in accordance with Clause 16 of the Instructions to Bidders.

b Include duties and taxes.

**II. Plant & Equipment, including mandatory spare parts, supplied from outside the Employer's Country**

Item	Description	Country of Origin	Foreign Currency <sup>a</sup>		Costs (MUR)		Quantity	Rate (MUR)	Amount (MUR)
			FOB	CIF	Taxes & Duties	Local Transport			
1	Site A								
2	Site B								
<b>TOTAL (C/F to Summary of Schedules)</b>									

a Currencies shall be in accordance with Clause 16 of the Instructions to Bidders.

**III. Plant & Equipment, including mandatory spare parts, from within the Employer's Country**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Ex-factory Price<sup>a</sup></b>	<b>Sales Tax<sup>a</sup></b>	<b>Qty</b>	<b>Rate (MUR)</b>	<b>Amount (MUR)</b>
1	Site A						
2	Site B						
	<b>TOTAL (C/F to Summary of Schedules)</b>						

a Currencies shall be in accordance with Clause 16 of the Instructions to Bidders.

**IV. Civil works, installation and other services**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate (MUR)</b>	<b>Amount (MUR)</b>
1	Site A			
2	Site B			
	<b>TOTAL (C/F to Summary of Schedules)</b>			



## V. Summary of Schedules

Item	Description	Total Price (MUR)
1	Schedule 1. Design, Drawings and Documentation	
2	Schedule 2. Plant and Equipment, including Mandatory spare parts, supplied from abroad	
3	Schedule 3. Plant and Equipment, including Mandatory spare parts, from within the Employer's Country	
4	Schedule 4. Civil Works, installation and other services	
	<b>Sub- total 1 carried forward to the Form of Bid</b>	
	<b>15% VAT</b>	
	<b>Sub-total 2</b>	
	<b>Contingency Sum</b>	<b>200,000.00</b>
	<b>Total</b>	

## VI. Recommended Spare Parts

[illegible]

## VII. SCHEDULE OF MAJOR ITEMS OF CONSTRUCTIONAL PLANT

Description (Type, Model, Make)	No. of Each	Year of Manufacture	New or Used	Owned (O) Or Leased (L)	CIF Value	Est. Power Rating	Capacity for m <sup>3</sup>

*The Employer should select appropriate major headings to suit the nature of the Works. The bidder shall enter in this Schedule all major items of Construction Plant which he proposes to bring on site, both owned and leased (rented), and shall indicate the proposed port of entry.*

## VIII. SCHEDULE OF KEY PERSONNEL

Name	Summary of qualifications	
(i)	Nominee	Experience and
(ii)	Alternate	Present Occupation
1. Design Engineer (Registered)		
2. Contract Manager		
2. General Foreman		
3. Electrical/ Mechanical Technician		
4. Health and Safety Officer (part time)		

*The bidder shall list in this Schedule the Key personnel (including first nominee and the second choice alternate) he will employ from headquarters and from Site Office to direct and execute the Work, together with their qualifications, positions held and their nationalities.*

## IX: SCHEDULE OF SUBCONTRACTORS

Element of Work	Approximate Value	Name and Address of Subcontractor	Statement of Similar Works Previously Executed
-----------------	-------------------	-----------------------------------	--

*The bidder shall enter in this Schedule a list of the Sections and appropriate value of the work for which he proposes to use subcontractors, together with the names and addresses of the proposed subcontractors. The bidder shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of the Employer/Employer's Representative. Notwithstanding such information, the bidder, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.*

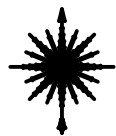
## **Section 8. Drawings**

## Section 8. Drawings

### ***Notes on Drawings***

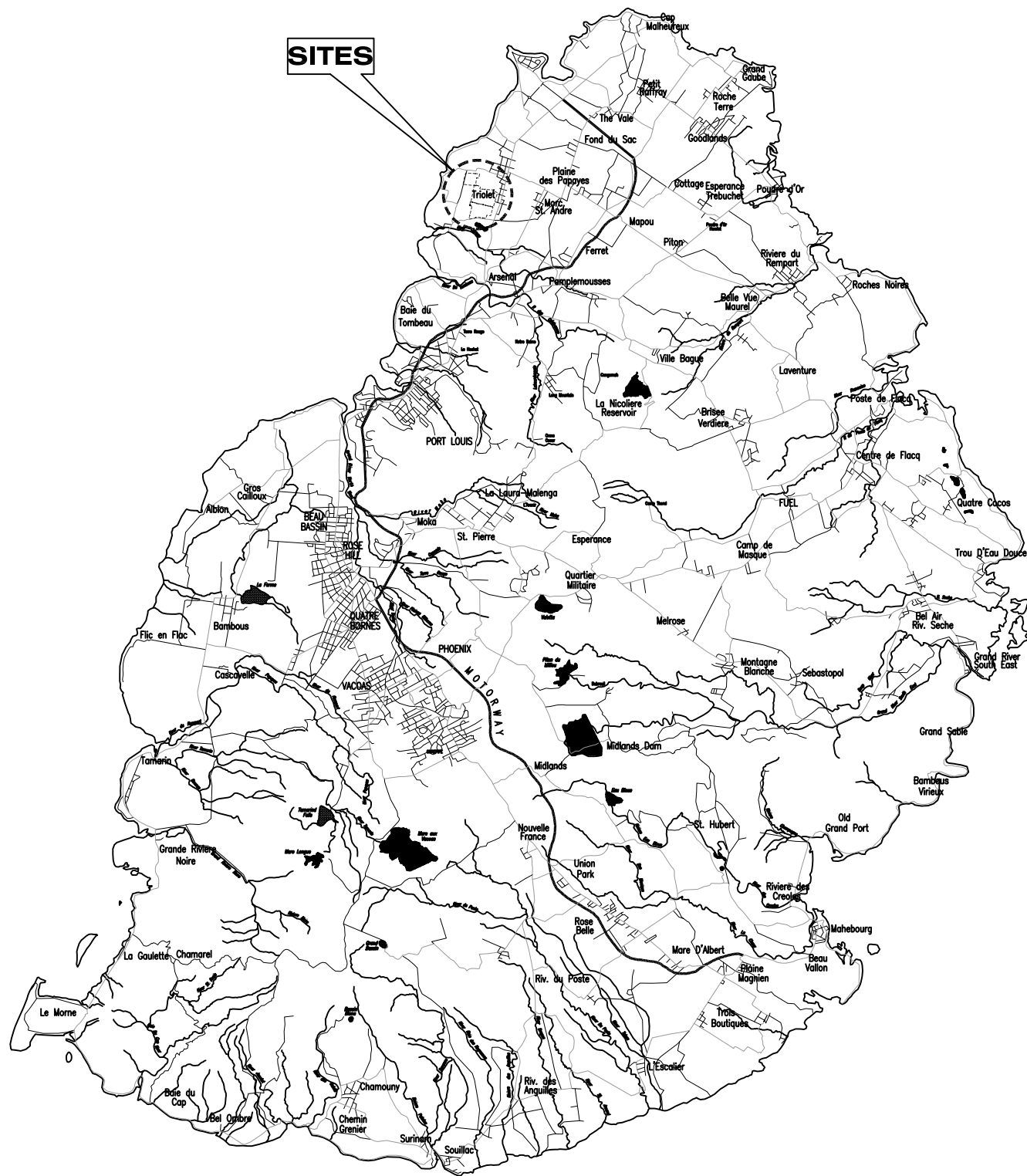
***In a Design-Build or Turnkey contract no detail drawings would generally be available at the pre-tender stage. It would, however, be useful to include such conceptual drawings as are appropriate to supplement or help explain the text of the Employer's Requirements.***





# REPUBLIC OF MAURITIUS

SITES

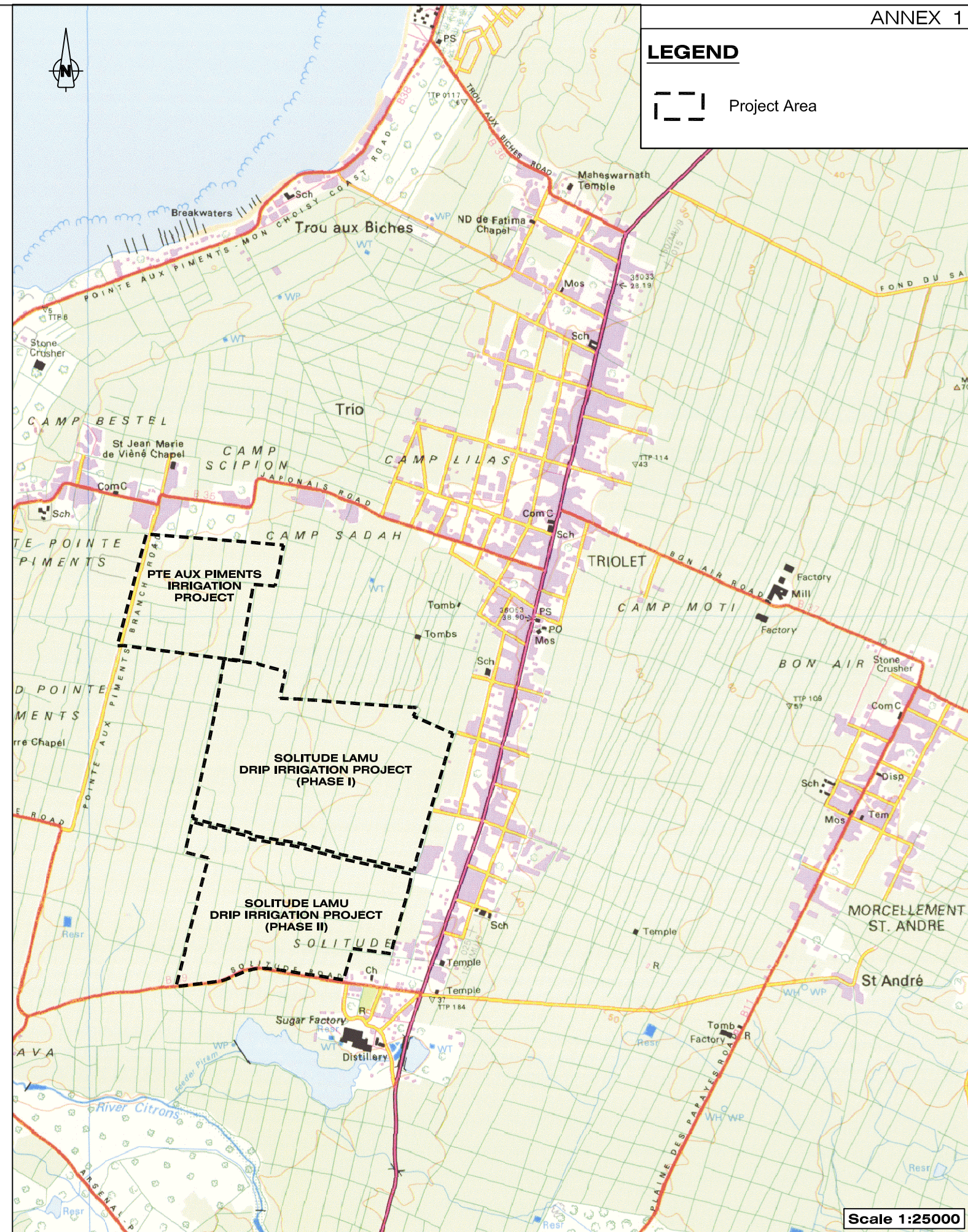


N.T.S



## LEGEND

Project Area



Scale 1:25000

ANNEX 1

MARK	REVISION	DATE	DRAWN : W.R (S.T.D.O)	DESIGNED : -	PROJECT	TITLE
			SCALE : AS SHOWN	SURVEYED :		Context-Location Plan
			DATE : MAY 2022	CHECKED : P.E (IPU)		
			FILE NAME : Context-Location Plan....	APPROVED : HIPU	"Supporting Climate Smart Agriculture for Small Holders in the Republic of Mauritius" Procurement Reference No: EU/SF-2022/01	DRG No. <b>EU/SF-2022/01</b> ISSUE





Project	Title			
	Details at Site A			
	Supply, Design, Installation, Testing & Commissioning of (4) Greenhouse Complete with Irrigation, Fertigation & Rain Water Harvesting		Issue	
	EU/SF-2022/02		EU Det....	
Designed by (trained Eng) (G.S.D. Level)	Checked by G.S. (H.C.S)	Approved by G.S. (H.C.S)	Date	
			Jan 2022	
			Scale	
			N.T.S	
Rev	Revision note	Date	Done By	

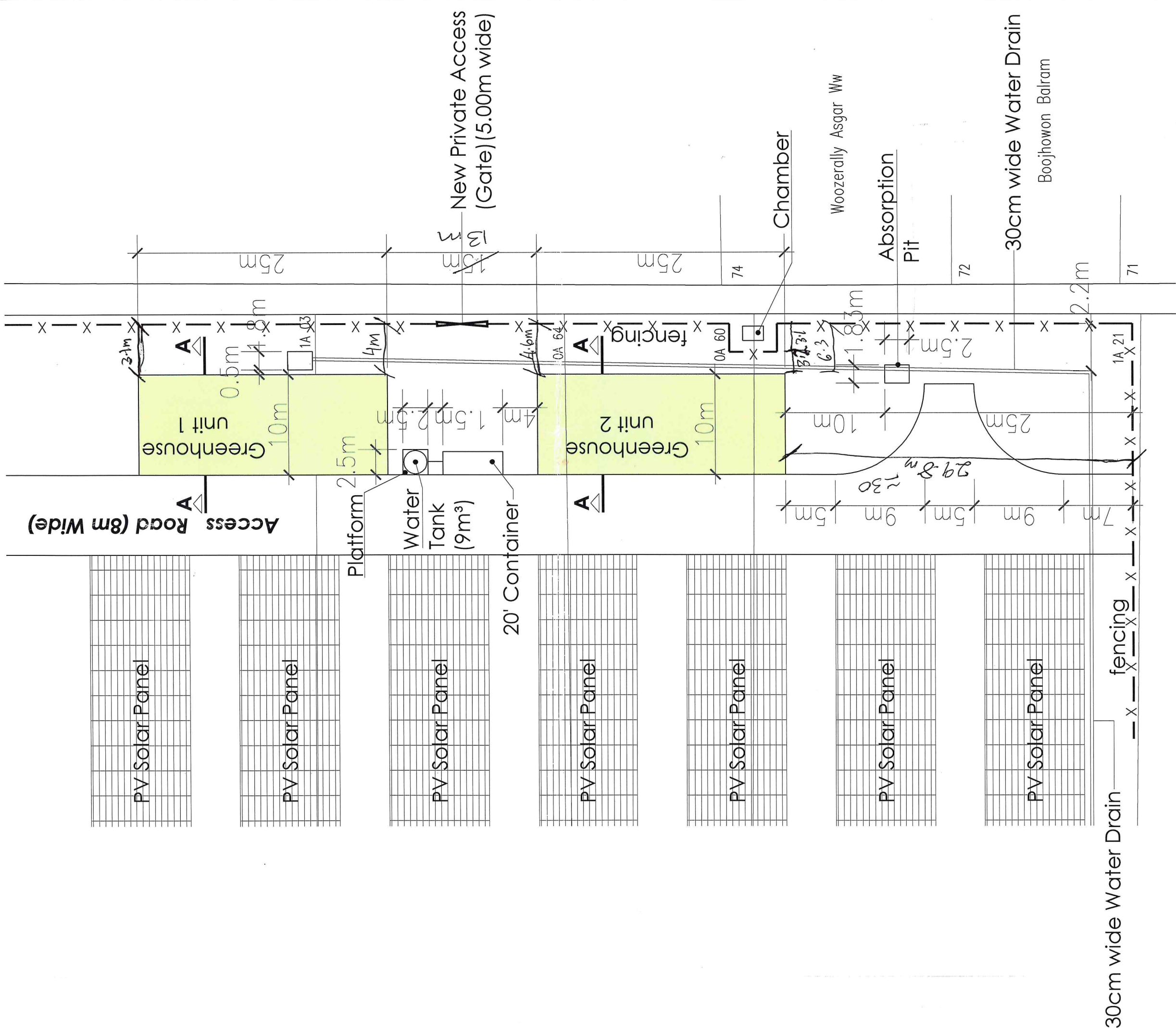


Notes:

- 1.0 Do not Scale Drawing.
- 2.0 This is only a Schematic Drawing
- 3.0 A Survey has to be Carried Out before Starting any Works on Site
- 4.0 Dimensions on Drawing are Indicative Only



Project		Title		Details at Site A	
SUPPLY, DESIGN, INSTALLATION, TESTING & COMMISSIONING OF (4) GREENHOUSE COMPLETE WITH IRRIGATION, FERTIGATION & RAIN WATER HARVESTING		Drng No.		File Name	Issue
		EUSF-2022/02a		EU Det....	.
Designed by	Checked by	Approved by	Drawn by	Date	Scale
(Signature)	G.S (H.C.S)	G.S (H.C.S)	STDO (W.R)	Jan 2022	N.T.S
Rev	Revision note				
	Date				
	Date By				

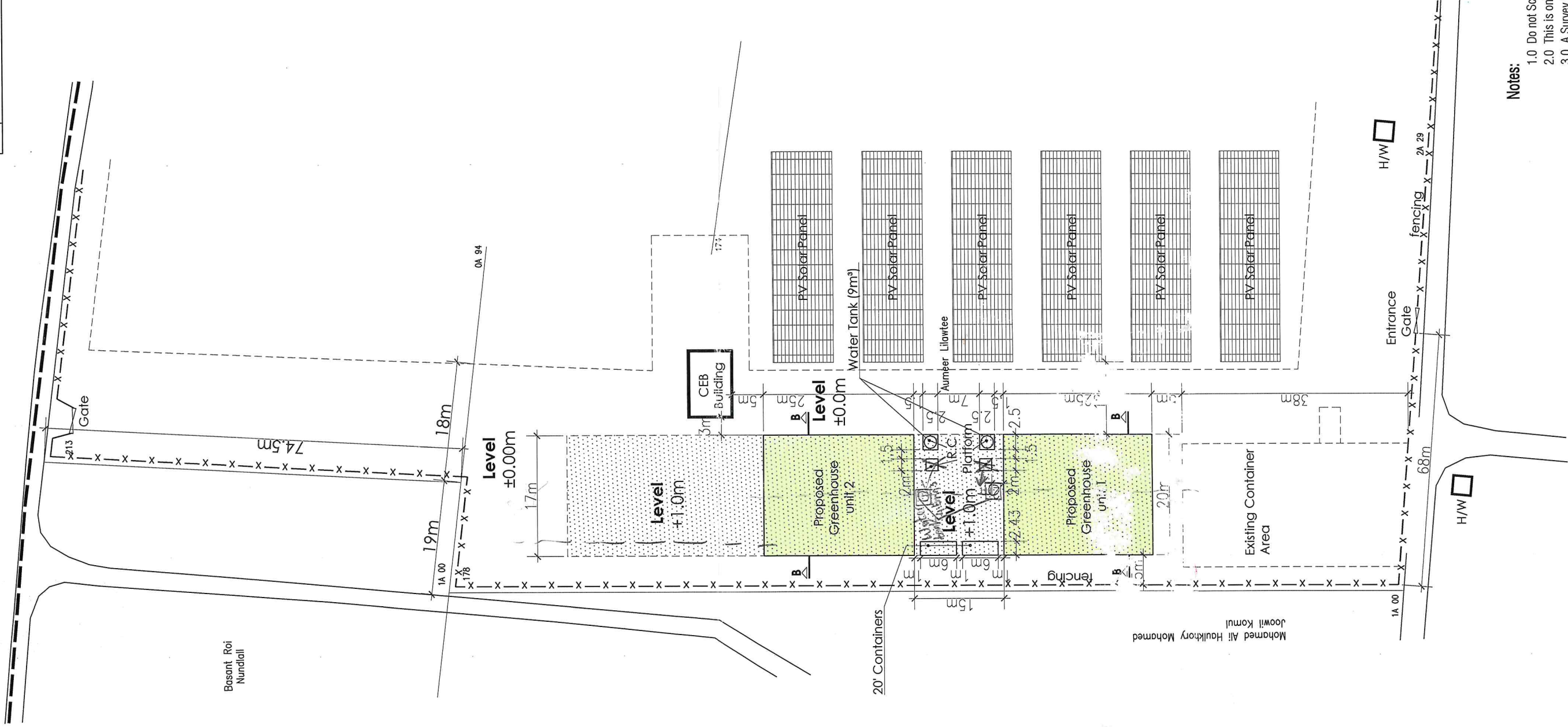


Notes:

- 1.0 Do not Scale Drawing.
- 2.0 This is only a Schematic Drawing
- 3.0 A Survey has to be Carried Out before Starting any Works on Site
- 4.0 Dimensions on Drawing are Indicative Only



Project		Title						
SUPPLY, DESIGN, INSTALLATION, TESTING & COMMISSIONING OF (4) GREENHOUSE COMPLETE WITH IRRIGATION, FERTIGATION & RAIN WATER HARVESTING		Details at Site B						
		Designed by (Trained Eng) (CSD Dept)	Checked by G.S (H.C.S)	Approved by G.S (H.C.S)	Drawn by STD0 (W.R)	Date Jan 2022	File Name	
							Issue	
							EU/SF-2022/03	EU Det....
							Scale	
Rev						N T S		



Notes:

- 1.0 Do not Scale Drawing.
- 2.0 This is only a Schematic Drawing
- 3.0 A Survey has to be Carried Out before Starting any Works on Site
- 4.0 Dimensions on Drawing are Indicative Only



IRRIGATION AUTHORITY

Project

SUPPLY, DESIGN, INSTALLATION, TESTING & COMMISSIONING OF (4) GREENHOUSE COMPLETE WITH IRRIGATION, FERTIGATION & RAIN WATER HARVESTING

Title

Details at Site B

Drig No.

EU/SF-2022/03a

File Name

EU Del....

Issue

Designed by  
(Name Eng)  
(CSD Dept)

Checked by  
G.S (H.C.S)

Approved by  
G.S (H.C.S)

Date  
Jan 2022

Scale

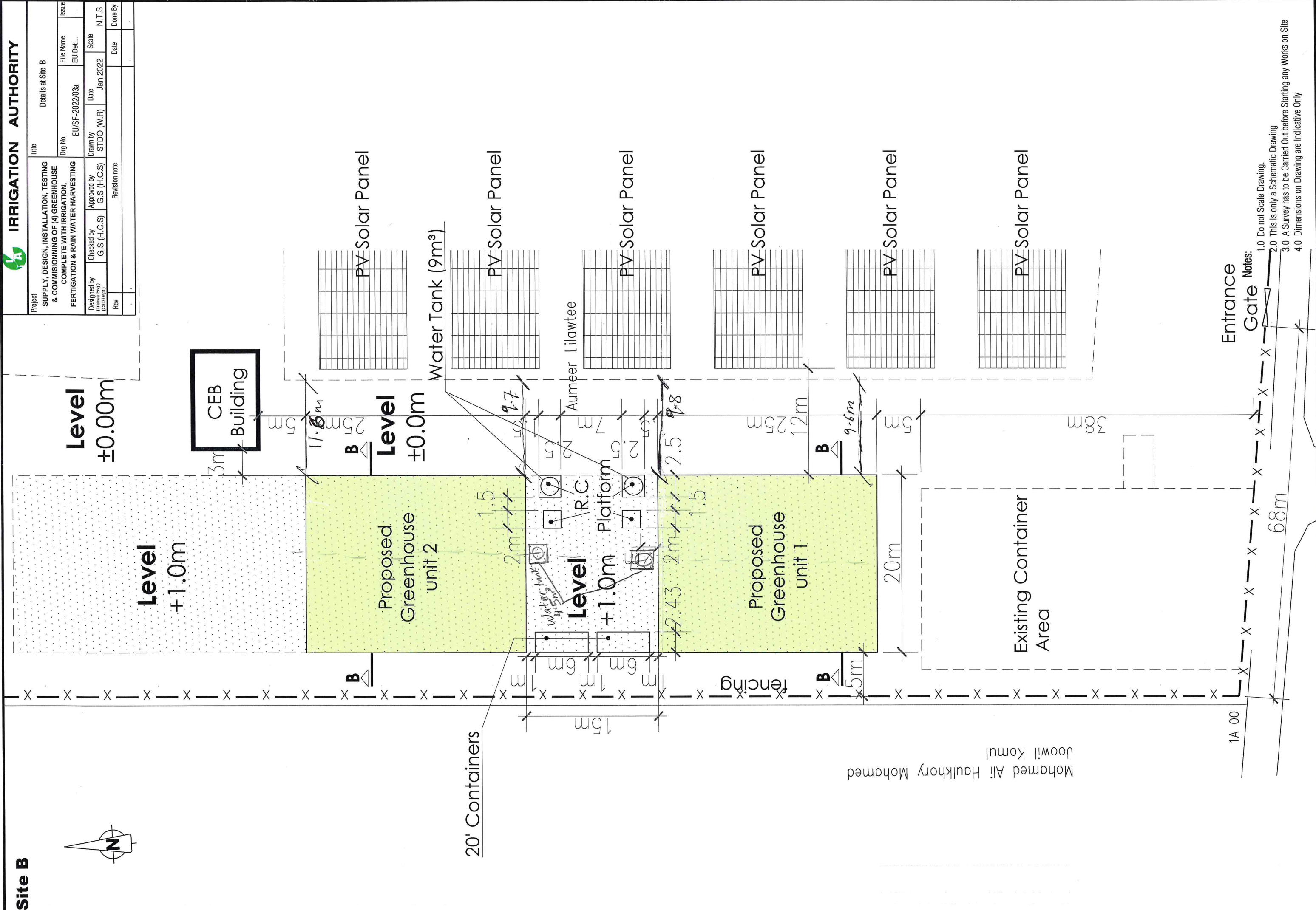
N.T.S

Rev

Revision note

Date

Done By



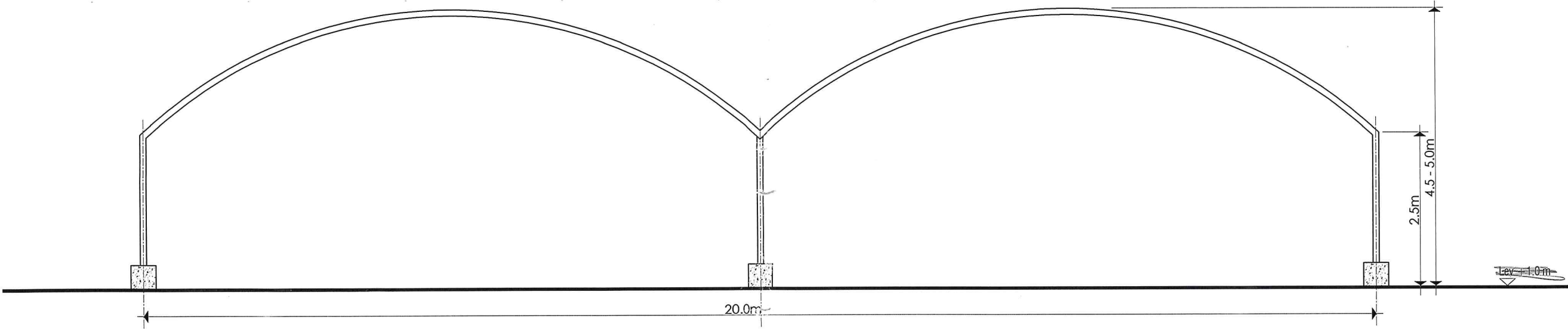


Site B



IRRIGATION AUTHORITY

Project				Title		
SUPPLY, DESIGN, INSTALLATION, TESTING & COMMISSIONING OF (4) GREENHOUSE COMPLETE WITH IRRIGATION, FERTIGATION & RAIN WATER HARVESTING				Details at Site B		
				Drg No.	File Name	Issue
				EU/SF-2022/05	EU Det...	.
Designed by (Trainee Eng.) (GSD Dept.)	Checked by G.S (H.C.S)	Approved by G.S (H.C.S)	Drawn by STDO (W.R)	Date Jan 2022	Scale N.T.S	
Rev	Revision note					Date
.						Done By
.						.



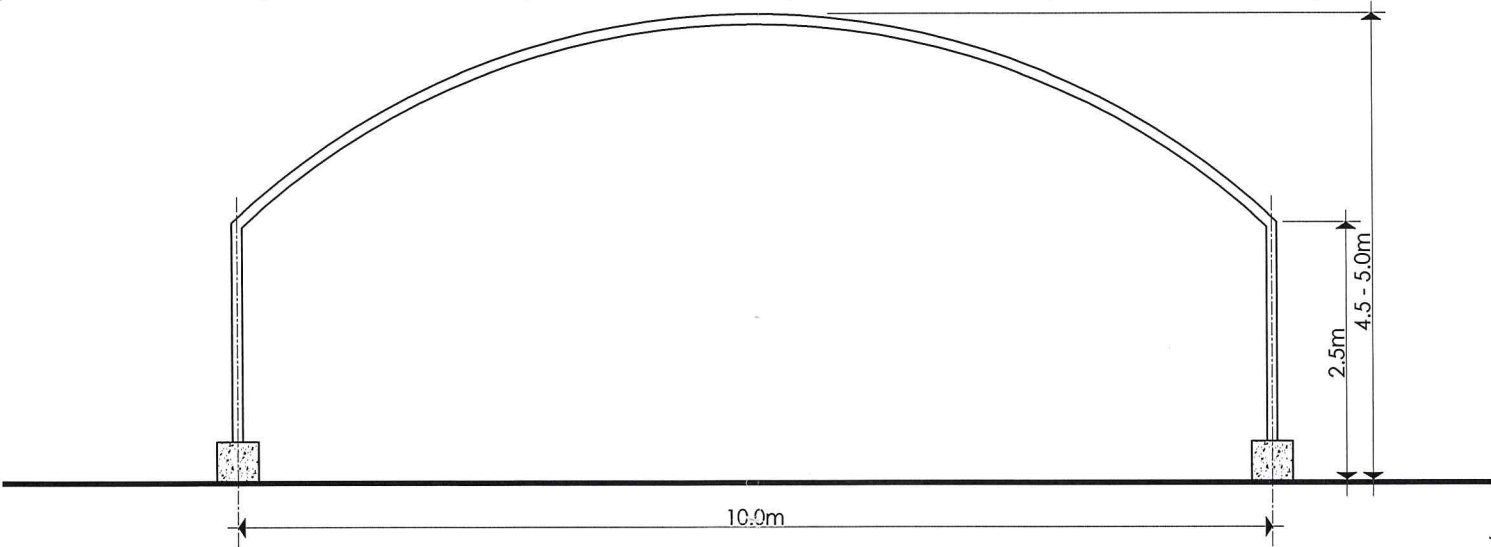
Section B-B

Site A



IRRIGATION AUTHORITY

Project			Title		
SUPPLY, DESIGN, INSTALLATION, TESTING & COMMISSIONING OF (4) GREENHOUSE COMPLETE WITH IRRIGATION, FERTIGATION & RAIN WATER HARVESTING			Details at Site B		
			Drg No.	File Name	Issue
			EU/SF-2022/04	EU Det...	.
Designed by	Checked by	Approved by	Drawn by	Date	Scale
(Trainee Eng.)	G.S (H.C.S)	G.S (H.C.S)	STDO (W.R)	Jan 2022	N.T.S
(CSD Dept.)					
Rev	Revision note				Date
.					Done By
.					.



Section A-A