



REPUBLIC OF MAURITIUS

Ministry of Education, Tertiary Education, Science and Technology

Award of Procurement Contract
Notice under section 40(7) of the Public Procurement Act

This is to notify that, following the bidding exercise carried out by the **Ministry of Education, Tertiary Education, Science and Technology** for the procurement of Refurbishment of Electrical Installations at Manilall Doctor SSS at Lallmatie (**reference no: MOETEST/Works/ONB 038/2022-2023 [IFB/2022/1019]**), the contract has been awarded to **K.C Electrical Ltd** of Royal Road, Mont Ida, Camp de Masque for the sum of **Rs 15,621,250.00** (Rupees Fifteen Million, Six Hundred and Twenty One Thousand, Two Hundred and Fifty only) excluding VAT.

Date: 23 November 2023

Ag. Senior Chief Executive

Ministry of Education, Tertiary Education, Science and Technology



REPUBLIC OF MAURITIUS

Ministry of Education, Tertiary Education Science & Technology
Central Supplies Division, P. Mungur Building, Pont Fer, Phoenix
☎ 660 7310 Fax: 606 8469

In reply please quote

**My Ref: MOETEST/Works/ONB 038/2022-2023
Education/IFB/2022/1019**

LETTER OF ACCEPTANCE

15 June 2023

**The Director
K.C Electrical Ltd
Royal Road, Mont Ida,
Camp de Masque
Tel No: 416 8525 / 5259 3806
Fax No: 416 8525**

Dear Sir / Madam,

**Refurbishment of Electrical Installations at Manilal Doctor SSS at Lallmatie
(Reference no: MOETEST/Works/ONB 038/2022-2023 - IFB 2022/1019)**

Please refer to your offer dated 27 March 2023 in response of this Ministry's Invitation for Bids for the above-named project.

2. This is to inform you that the Ministry of Education, Tertiary Education, Science and Technology has accepted your offer for the above-mentioned project for the total amount of **Rupees Fifteen Million, Six Hundred and Twenty One Thousand, Two Hundred and Fifty only (Rs. 15,621,250.00)**, inclusive of a contingency sum of **Rupees Fifty Thousand only (Rs 50,000.00)** and exclusive of VAT.

3. In accordance with GCC 13.1 of the bidding document, except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the cover shall apply separately to each insured as though a separate policy had been issued to each of the joint insured. The minimum insurance amounts shall be:

- (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...)
- (b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. Evidence to be produced by Contractor.
- (c) for loss or damage to adjoining property and/or property in which the works are being carried out (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of Rs 10 Million representing the value of

Issued on
19. 06. 23

the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).

- (d) for personal injury or death and damage to property
- (i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works]. Evidence to be produced by Contractor.
- (ii) for injury to persons and loss or damage to property for an amount of 10 (Ten) Million Rupees representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property [except the Works, Plant, Materials, Equipment and damage to property insured under GCC 13.1 (a), (b) & (c)] or to any person [except for Contractor's employees insured under GCC 13.1 (d)(i)] including the Employer and its representatives which may arise out of the Contractor's performance of the contract

This insurance shall be for a limit per occurrence of not less than the amount stated above, with no limit in number of occurrences.

- (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate (where applicable.)
4. In accordance with GCC 2.3 (i) of Particular Conditions of Contract, the performance security shall be submitted within 28 days and the Insurance policies shall be submitted to this office within 21 days as from the date of this Letter of Acceptance for verification by the Quantity Surveyor, before the handing over of site.
 5. The start date of the works shall be within 14 days as from the handing over of the site. The completion shall be within a period of 4 months as from the start date of works.
 6. This award of contract is also subject to submission of the relevant documents within the specified deadline.
 7. Please acknowledge receipt of this letter by return fax: 606 8469.

Yours faithfully,



J. Jaunbocus (Mrs)
Permanent Secretary
for Ag.Senior Chief Executive

Contract Agreement

THIS AGREEMENT made on the ^{21st} day of November, 2023, between Ministry of Education, Tertiary Education, Science and Technology (hereinafter "the Employer"), of the one part, and K.C Electrical Ltd, Royal Road, Mont Ida, Camp de Masque (hereinafter "the Contractor"), of the other part:





WHEREAS the Employer desires that the Works known as Refurbishment of Electrical Installations at Manilal Doctor SSS at Lallmatie for the total amount of Rs 15,621,250.00 (Rupees Fifteen Million, Six Hundred and Twenty One Thousand, Two Hundred and Fifty only), inclusive of a contingency sum of Rs 50,000.00 (Rupees Fifty Thousand only) and excluding VAT, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

DO/MN/21/2022-2023 – MOETEST/Works/ONB 038/2022-2023 [IFB/2022/1019]

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Bid;
 - (c) the Appendix to the General Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Specifications;
 - (f) the Drawings; and
 - (g) the completed Schedules.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works within a period of 4 months as from the start date of works and to remedy 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 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.

/2...

5. Notwithstanding anything to the contrary in this agreement, K.C Electrical Ltd agrees to indemnify and hold harmless the Ministry of Education, Tertiary Education, Science and Technology from any claim brought by or on behalf of third parties against it, its préposés and/or agents, for any loss or damage caused to third parties or on their behalf by the acts and omission of K.C Electrical Ltd or its employees, préposés and/or agents during the execution of the works pursuant to the agreement.

6. Notwithstanding anything to the contrary in this agreement, the Ministry of Education, Tertiary Education, Science and Technology shall be entitled to claim from K.C Electrical Ltd such loss and damages caused to it by the acts or omissions of K.C Electrical Ltd, its employees, préposés and/or agents.

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

For and on behalf of the Ministry of Education, Tertiary Education, Science and Technology

Made in 2 Originals

Signed by: [Signature]
for and on behalf of the Employer

Signed by: K. Lallu
for and on behalf of the Contractor

Date: 21/11/2023

ID No: C270959160143B
Date: 21/11/23

in the presence of: [Signature]
Witness, Name, Signature, Address, Date

in the presence of: [Signature]
Witness, Name, Signature, Address, Date

Name: S. MAHABIR SINGH

Name: Benny Roelmana Devi

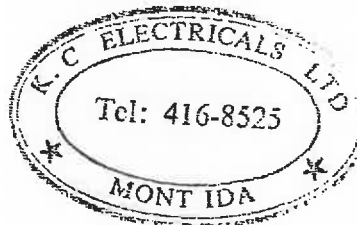
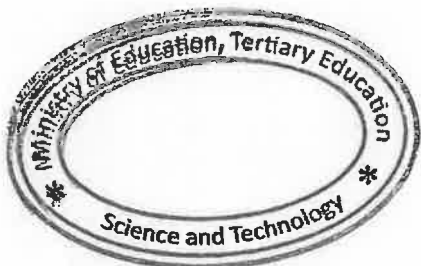
Address: MITD HOUSE PHOENIX

ID No.: B2501841302836

Date: 21/11/2023

Address: Raye Rd, Mare la Cour

Date: 21/11/2023



Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Invitation for Bid No.: EDUCATION/IFB/2022/1019
 Invitation for Bid Name: Refurbishment of Electrical Installations at Manilall Doctor SSS at Lallmatie
 Bid No.:115434
 Company Name: KC Elctricals Ltd

- b) We offer to execute in conformity with the Bidding Documents** Refurbishment of Electrical Installations at Manilall Doctor
the following Works:
- c) The total price of our Bid exclusive of discounts, if any, offered in item (d) below is::
 Bidder to fill the price and discount grid(s) that are applicable and to insert "N/A" where not applicable:
- (i) Price brought forward from detailed Bill of Quantity:

Base Price:

	Base Bid
15621250.0 <small>(Fifteen Million Six Hundred Twenty One Thousand Two Hundred Fifty Mauritian Rupees Only)</small>	

(d) The discounts offered and the methodology for their application are::

(i) Discount on Base Bid:

	Discount	Methodology
0		NA

(e) Our bid shall be valid for a period of (inset validity period as specified in ITB 2) days from the deadline for submission of bids in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period:

(f) We have read and understood the content of the Bid Securing Declaration and subscribe fully thereto, where this compliance is required by the procuring entity. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein;:

(g) We are hereby submitting copy of our Bid Security, if so required by the procuring entity, in lieu of the Bid Securing Declaration;:

(h) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;:

(i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 9(f);:

(j) We are not participating, as a Bidder in more than one bid in this bidding process.:

(k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;:

l) Are you a government owned entity?:

: If Yes, Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that

No

Not Applicable

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Invitation for Bid No.: EDUCATION/IFB/2022/1019
Invitation for Bid Name: Refurbishment of Electrical Installations at Manilall Doctor SSS at Lallmatie
Bid No.:115434
Company Name: KC Elctricals Ltd

they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.:

m) Margin of Preference:

We apply for margin of preference

n) 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, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process and(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 offense and appropriate actions will be taken against such bidders.:

(o) We understand that this bid, together with your written acceptance thereof, shall constitute a binding contract between us until a formal contract is prepared and executed.:

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

q) If awarded the contract, the person named here shall act as K Callicharan

Contractor's Representative.:

Insert complete name of person digitally signing the bid and

duly authorized to signing and committing the bidder as per Bid

Submission Form.:

Insert legal capacity of person signing the Bid Submission

Template:

Insert complete name of Bidder:

K C Electricals Ltd

Bid Securing Declaration By subscribing to the undertaking in respect of paragraph (f) of the Bid Submission form: I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we*:(a)have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or(b)have refused to accept a correction of an error appearing on the face of the Bid; or (c)having been notified of the acceptance of our Bid by the public body during the period of bid validity: (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.I/We* understand this Bid Securing Declaration shall cease to be valid:(a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me / us; or(b) if I am / we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiry of the validity of my/our* Bid.In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:

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

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), (Ref: **W/GCC10/12-21**)^{1*}, for the Procurement of Works (available on website ppo.govmu.org) except where modified by the Particular Conditions of Contract below.

Procurement Reference Number: MOETEST/WORKS/ONB 038/2022-2023

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

Particular Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is Ministry of Education, Tertiary Education, Science and Technology, MITD Building, Pont Fer, Phoenix
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 4 months from start date of works.
GCC 1.1 (y)	The Project Manager is as shall be designated by Public Body.
GCC 1.1 (aa)	The Site is located at Lallmatie and is defined in drawings No. ESD/MDSSS/1
GCC 1.1 (dd)	The Start Date shall be <i>14 days after handing over of site</i>
GCC 1.1 (hh)	The Works consist of <u>Refurbishment of Electrical installations at Manilall Doctor SSS at Lallmatie</u>
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: Performance Security, Insurance Policies, Scope of Works, drawings, specifications, Conditions of contract, Particular conditions of contract, Priced activity schedules and addenda. The performance security shall be submitted within 28 days and insurance policies shall be submitted within 21 days as from the date of receipt of Letter of Acceptance, for verification by the Quantity Surveyor before the handing over of site.
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Mauritius.

¹ * Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: Not Applicable
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property Rupees Ten (10) Million (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i> This insurance shall be for a limit per occurrence of not less than the amount stated above, with no limit in number of occurrences.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></p> <p>(ii) of other people Rupees Ten (10) Million: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i> This insurance shall be for a limit per occurrence of not less than the amount stated above, with no limit in number of occurrences.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	<p>Site Data are: There are no Site Investigation Reports for this project. Bidders are however advised to visit the site prior to submission of bid. They should acquaint themselves with the nature of the site, extent of the work, means of access, general nature of the soil and all other matters which may influence their bid.</p> <p>No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.</p>

GCC 20.1	The Site Possession Date(s) shall be: within fourteen days from submission and approval of Performance Security, where applicable and Insurance covers. The area of the site which may be occupied by the Contractor for his use as site office or for erection of workshop etc. shall be approved by the Project Manager or his representative
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation,</p> <p>then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to</p> <p style="text-align: center;">“ the competent courts of Mauritius”</p>
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
GCC 25.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs25,000 in the next payment certificate.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is 365 days
GCC 34.1	<p>Delete sub-clause 34.1 and replace by the following:</p> <p>Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.</p>
GCC 39.7	Interim Payment for Plant and Material on site is not applicable.

D. Cost Control	
GCC 40.1	Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.
GCC 41.1 (l)	<p>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</p> <ul style="list-style-type: none"> (1) 100 mm rainfall or above 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 IV
GCC 43.1	The currency of the Employer’s country is: Mauritian Rupees.
GCC 44.1	The Contract is not subject to price adjustment.
GCC 45.1	GCC Clause 45 is not applicable.
GCC 46.1	<p>The liquidated damages for the whole of the Works are Rs 7000 per day. [0.05% of updated estimated cost]</p> <p>The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.</p>
GCC 47.1	The Bonus for the whole of the Works is not applicable.
GCC 48.1	<p>The Advance Payments shall be: 10% of contract value and shall be paid to the Contractor within 7 days after signature of the Contract and submission of the Advance Payment security by the contractor.</p> <p>(The Advance Payment amount is as specified in the ITB)</p>
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Bank Guarantee/ Insurance as per the format in Section V. and shall be valid up to a date twenty-one after the end of the Defects Liability Period (DLP). Where the Performance Security expire before the date twenty-one days after the end of the DLP, the contractor shall extend the Performance Security to cover the period up to the latest date of the DLP plus twenty-one days. Failure to extend the validity of the Performance Security twenty-one days prior to its expiry may entail forfeiture of the full amount of the Performance Security.</p> <p>Note: The Contractor shall execute all work required to remedy defects or damage, as may be notified to him by or on behalf of the employer, on or before the expiry date of the DLP or any extended date if a defect or damage cannot be remedied by the expiry date, all at the risk and cost of the contractor.</p>

E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is the date of completion. The date by which “as built” drawings are required is the date of completion.
GCC 57.2 (g)	The maximum number of days is: 60 days
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20% .