



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 Supply and Distribution of Hot Meals at Bois des Amourettes Primary Government School (reference no: **MOETEST/Hot Meals/ONB 130/2022-2023 [IFB/2023/1195]**), the contract has been awarded to **GKen Catering Ltd** of 12 Emmanuel Anquetil Street, Trefles, Rose Hill for the sum of **Rs 5,528,700.00** (Rupees Five Million Five Hundred and Twenty Eight Thousand and Seven Hundred only) excluding VAT.

Date: 10 November 2023

Ag. Senior Chief Executive

Ministry of Education, Tertiary Education, Science and Technology



REPUBLIC OF MAURITIUS

In reply please quote:
My ref: DO/S/02/2023-2024
MOETEST/Hotmeals/ONB 130/2022-2023
EDUCATION/IFB/2023/1195

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

19 September 2023

Letter of Acceptance

Gken Catering Ltd
12 Emmanuel Anquetil Street,
Trefles, Rose Hill
Tel No: 5768 2599

Dear Sir/Madam,

Supply and Distribution of Hot Meals at Bois des Amourettes Government School
Procurement Ref: MOETEST/Hotmeals/ONB 130/2022-2023 (IFB/2023/1195)

This is to inform you that the Ministry of Education, Tertiary Education, Science & Technology hereby accepts your Bid dated 19 June 2023 for the Supply and Distribution of Hot Meals at Bois des Amourettes Government School in respect of MOETEST/Hotmeals/ONB 130/2022-2023 for a total sum of **Rs 5,528,700.00 (Five Million Five Hundred and Twenty Eight Thousand, Seven Hundred only** exclusive of VAT as detailed below and as per terms and conditions set forth in the bidding document.

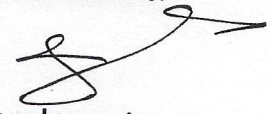
SN	Description	Unit of Measure	Quantity	Unit Price Rs	Total Price Excl VAT Rs
a	3 to less than 5 years Category A – Non veg	Pax	36	145.00	5,220.00
b	3 to less than 5 years Category B – Veg (Quantity – as and when required)	Pax	1	145.00	1,450.00
c	5 to 11 years Category A – Non veg	Pax	168	150.00	25,200.00

Issued via
email
on 19/09/23
Issued
internally
(M. N. N. N.)

534

d	5 to 11 years Category B – Veg (Quantity – as and when required)	Pax	1	150.00	150.00
	Total (Rate per day)				30,715.00
	Total (Amount per year) Exc VAT (Rs)				5,528,700.00

2. The contract shall be for the academic year 2024 renewable upon satisfactory performance up to 2 years.
3. Payment shall be effected within 21 working days from receipt of invoice after supply of the service items to the satisfaction of this Ministry, subject to submitting all required documents.
4. You are hereby instructed to:
 - (a) forward a Performance Security for the amount of **Rs 500,000** in the form of a Bank Guarantee valid up to end of academic year 2024 within 21 days as from receipt of this Letter of Acceptance;
 - (b) sign an agreement within 21 days as from receipt of this Letter of Acceptance, and;
 - (c) proceed with the execution of the service as from the beginning of academic year 2024 in accordance with the terms and conditions of the Bidding Documents.
5. You are hereby also informed that as per GCC 3.6 of the General Conditions of Contract, you are under the obligation to provide and maintain insurance against all risk in connection with this contract.
6. You are kindly requested to bring your company seal, National Identity Card and be accompanied by a witness for signature of contract agreement.
7. Please acknowledge receipt of this letter by return fax: 606 8469.

Yours faithfully,

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

Copy to:

- (i) DPS (Procurement)
- (ii) DPS (Finance)
- (iii) Manager Financial Operations
- (iv) Director, Educational (Zone 3)
- (v) MPS (Zone 3)
- (vi) Headmaster, Bois des Amourettes GS

Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the ^{9th} day of the month of ~~November~~ 2023, between, on the one hand, **Ministry of Education, Tertiary Education, Science & Technology** (hereinafter called the "Employer") and, on the other hand, **Gken Catering Ltd** (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to make provision for the **Supply and Distribution of Hot Meals at Bois des Amourettes Government School** as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of **Rs 5,528,700.00 (Rupees Five Million Five Hundred and Twenty Eight Thousand and Seven Hundred only) exclusive of VAT**. The contract shall be for the academic year 2024 renewable upon satisfactory performance up to 2 years.

NOW THEREFORE the parties hereto hereby agree as follows:

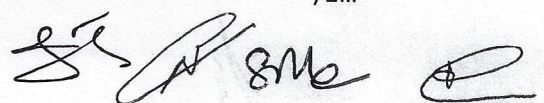
1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance; **MOETEST/Hotmeals/ONB 130/2022-2023 [IFB/2023/1195] [DO/S/02/2023-2024]**
- (b) the Service Provider's Bid;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications; and
- (f) the Activity Schedule

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

/2...



(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

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

Date: 09/11/2023

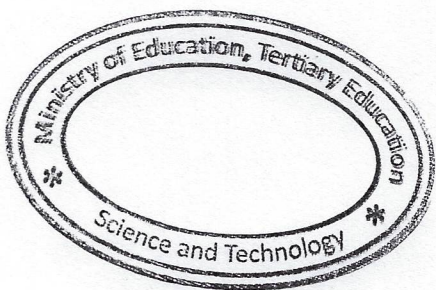
ID No: V140568426417C
Date: 09/11/23

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

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

Name: S. Mahabisingh
Address: MITD House Phoenix
Date: 09/11/2023

Name: Naiken Nalainy. N.P
ID No.: N230987304249 G
Address: 56 S.K. Chaddy R-brumes
Date: 09/11/23



[Signature]

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Invitation for Bid No.: EDUCATION/IFB/2023/1195
 Invitation for Bid Name: Supply and Distribution of Hot Meals at Bois Des Amourettes Primary Government School
 Bid No.:117109
 Company Name: gken Catering Ltd

Base Bid Price:

Total Price from Detailed Activity Schedule	Item Reference (applicable in case of lot wise bidding)
30715.00 <small>(Thirty Thousand Seven Hundred Fifteen Mauritian Rupees Only)</small>	A,B,C, D

(ii) Price brought forward from Detailed Activity Schedule - Alternate Bid, if applicable and if provided by supplier:

Alternate Bid Price:

Total Price from Alternate Detailed Activity Schedule

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

(i) Discount on Base Bid::

Discount	Methodology of Application

(ii) Discount on Alternate to Base Bid:

Discount	Methodology of Application

(e) Our bid shall be valid for the following period from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiry of that period: 90 days

(f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;:

(g) We certify/confirm that we comply with eligibility requirements as per ITB Clause 5.:

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.1;:

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

(j) 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;:

*(k) Are you a government owned entity?:

No

*If Yes, are you meeting the requirements of ITB 5.5? If No, select Not Applicable:

Not Applicable

(l) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;:

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Invitation for Bid No.: EDUCATION/IFB/2023/1195
Invitation for Bid Name: Supply and Distribution of Hot Meals at Bois Des Amourettes Primary Government School
Bid No.:117109
Company Name: gken Catering Ltd

(m) 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.:

(n) We have read and understood the content of the Bid Securing Declaration form 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.:

(p) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract (if none has been paid or is to be paid, indicate 'NONE'):

NONE

(q) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.:

Name of Person duly authorized to digitally signing the bid: Maha Jayshree Naiken
In the Capacity of: Managing Director

Duly authorized to digitally sign the bid for and on behalf of: gken catering ltd

Bid Securing Declaration By subscribing to the undertaking in respect of paragraph (n) 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.:

COMMERCIAL EVALUATION TEMPLATE FOR OTHER SERVICES _ VER 2

The data in this template is in read only mode and will be used for evaluation purposes after opening of bids. You are only required to decrypt and re-encrypt this template.:

Section VII. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>Not Applicable</i>
1.1(d)	The contract name is Supply and Distribution of Hot Meals at Bois Des Amourettes Primary Government School Procurement Reference No: MOETEST/HOT MEALS/ONB 130/2022-2023
1.1(g)	The Employer is Ag Senior Chief Executive Ministry of Education, Tertiary Education, Science & Technology, MITD House, Pont Fer, Phoenix
1.1(l)	The Member in Charge is <i>Not Applicable</i>
1.1(o)	The Service Provider is the successful bidder
1.4	The addresses are: Employer: Ag, Senior Chief Executive Ministry of Education, Tertiary Education, Science & Technology Central Supplies Division P.Mungur Bldg, Pont Fer Phoenix Attention: Manager, Procurement & Supply Facsimile: 606 8469 Service Provider: _____ Attention: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: Administrator Mr. S.Parmessa For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is as specified in the Letter of Acceptance.

2.2.2	The Intended Starting Date for the commencement of Services shall be mentioned in the letter of acceptance.
2.3	The Intended Completion Date is end of academic year 2023 The contract is for academic year 2023 from the intended commencement date renewable thereafter on an annual basis for an additional period of two years subject to the satisfactory performance of the Service Provider as assessed by the Employer.
3.2.3	Activities prohibited after termination of this Contract are: as specified in the GCC
3.7(d)	The other actions are the selected bidder should at time of signature of contract agreement submit a performance security in the standard form of a bank guarantee, for an amount of Rs 500,000.
3.9	Restrictions on the use of documents prepared by the Service Provider are: To be used for the purpose of the contract only.
3.10.1	The liquidated damages rate is Not Applicable
3.10.3	The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is 110% The Defects Liability Period is Not Applicable
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable
6.2(a)	The amount in local currency is the contract price.
6.2(b)	The amount in foreign currency or currencies is Not Applicable.
6.4	Payments shall be made according to the following schedule: The Public Body undertakes to effect payment within 21 working days from receipt of invoice after supply of the service items to the satisfaction of the Public Body, subject to the Service Provider submitting all required documents. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, payment will be effected within 14 working days.
6.5	The interest rate is Not Applicable.
6.6.1	Price adjustment is Not Applicable
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: regular Inspection by Officials of the Ministry of Health and Quality of Life and that of the Ministry of Education, Tertiary Education, Science & Technology

8.2.3	The Adjudicator is Court of Mauritius
8.2.4	The arbitration procedures of the following institutions will be used: (a) Arbitration in Mauritius: Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.
8.2.5	The designated Appointing Authority for a new Adjudicator is Not Applicable