



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 Construction of Specialist Room at Seewa Bappoo SSS, Vacoas (**reference no: MOETEST/Works/ONB 076/2022-2023 [IFB/2023/1055]**), the contract has been awarded to **B. Hurreeram & Son Co Ltd** of Royal Road, Union Park for the sum of Rs 11,406,850.00 (Rupees Eleven million, four hundred and six thousand and eight hundred and fifty only) inclusive of a contingency sum of Rs 500,000.00 (Rupees Five hundred thousand only) and excluding VAT.

Date: 30 August 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: DO/MN/23/2022-2023

MOETEST/Works/ONB 076/2022-2023

LETTER OF ACCEPTANCE

24 May 2023

The Director
B.Hurreeram & Son Co Ltd
Royal Road,
Union Park
Tel No.: 677 9000
Fax No.: 677 8634

Dear Sir,

Construction of Specialist Room at Seewa Bappoo SSS, Vacoas
Procurement Ref: MOETEST/Works/ONB 076/2022-2023 (IFB 2023/1055)

Please refer to your offer dated 14 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 negotiated amount of **Rupees Eleven Million, Four Hundred and Six Thousand, Eight Hundred and Fifty only (Rs. 11,406,850.00)**, inclusive of a contingency sum of **Rupees Five Hundred Thousand only (Rs 500.000.00)** 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

Issued on 25.5.23
* Reg. Post.

Contract for an amount of Rs 10 Million 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).

(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 (i.e Rs. 10 million), with **no** limit in number of occurrences. The ceiling for the Third-Party Liability shall be for a minimum amount of Rs. 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount. (In line with PPO Directive 56)

(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate (where applicable.)

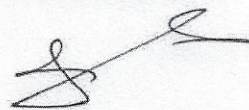
4. In accordance with GCC 2.3 (i) of Particular Conditions of Contract, the performance security shall be submitted within 28 days and the Insurance policies shall be submitted to this office within 21 days as from the date of this Letter of Acceptance for verification by the Quantity Surveyor, before 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 **180 days** 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

Copy to:

- (i) DPS (Procurement)
- (ii) DPS (Finance)
- (iii) DPS (IMU)
- (iv) APS (IMU)
- (v) Building Engineer
- (vi) Manager Financial Operations
- (vii) Director, Education Zone 4
- (viii) MPS Zone 4
- (ix) Seeva Bappoo SSS
- (x) Ministry of Labour, Industrial Relations, Employment and Training
- (xi) Director General MRA

Contract Agreement

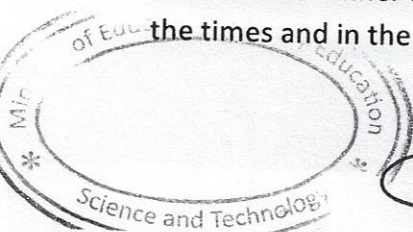
THIS AGREEMENT made on the 29th day of August 2022, between **Ministry of Education, Tertiary Education, Science and Technology** (hereinafter "the Employer"), of the one part, and **B. Hurreeram & Son Co. Ltd, Royal Road, Union Park** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as **Construction of Specialist Room at Seewa Bappoo SSS, Vacoas** for the negotiated amount of **Rs 11,406,850.00 (Rupees Eleven Million, Four Hundred and Six Thousand, Eight Hundred and Fifty only)**, inclusive of a contingency sum of **Rs 500,000.00 (Rupees Five Hundred 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.

Reference: DO/MN/23/2022-2023-MOETEST/Works/ONB076/2022-2023 [IFB/2023/1055]

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 180 days 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.



[Signature]

[Signature]

[Signature]

/2...

5. Notwithstanding anything to the contrary in this agreement, B. Hurreeram & Son Co. 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 B. Hurreeram & Son Co. 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 B. Hurreeram & Son Co. Ltd such loss and damages caused to it by the acts or omissions of B. Hurreeram & Son Co. 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:

for and on behalf of the Employer

Date:

29/08/2023

in the

presence of:

Witness, Name, Signature, Address, Date

Name:

S. Mahabirsingh

Address:

MITD House Phoenix

Date:

29/08/2023

Signed by:

for and on behalf of the Contractor

ID No:

4260177300588F

Date:

29/08/23

in the

presence of:

Witness, Name, Signature, Address, Date

Name:

Mohesh Mendlinb

ID No.:

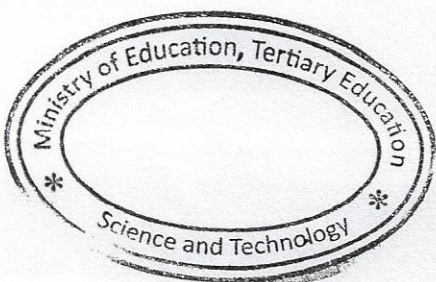
M2408791803987

Address:

Calcutta, Meeboong

Date:

29/08/23



B. Hurreeram & Son Co. Ltd
Royal Road, Union Park
Email: hurreeram@myt.mu
Tel: 6779000 / Fax: 6778634
VAT 20239209 / BRN: C06042094

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Invitation for Bid No.: EDUCATION/IFB/2023/1055

Invitation for Bid Name: Construction of Specialist Room at Seewa Bappoo SSS, Vacoas

Bid No.:161795

Company Name: B.Hurreeram & Son Co Ltd

	15.3	Type C	As specified in the Bid Doc under Technical Specifications	Comply	N/A
	15.4	Type D	As specified in the Bid Doc under Technical Specifications	Comply	N/A
	15.5	Type E	As specified in the Bid Doc under Technical Specifications	Comply	N/A
	15.6	Type F	As specified in the Bid Doc under Technical Specifications	Comply	N/A
	16	Wall Fans	As specified in the Bid Doc under Technical Specifications	Comply	N/A
	17	Extract Fans	As specified in the Bid Doc under Technical Specifications	Comply	N/A
	18	Fire alarm system	As specified in the Bid Doc under Technical Specifications	Comply	N/A
	19	Earthing System	As specified in the Bid Doc under Technical Specifications	Comply	N/A

BID SUBMISSION FORM (VER. 1.0)

Please click on 'Decrypt' to fill the Bid Submission Form, and to ascertain that the amount and currencies that have been carried forward are the same as per your price breakdown as worked out in the Price Schedules or Bill of Quantities:

To:

We, the undersigned, declare that::

Ministry of Education

a) We have examined and have no reservations to the Bidding Documents, including Addenda issued.:

b) We offer to execute in conformity with the Bidding Documents Construction of Specialist Room at Seewa Bappoo SSS, Vacoas 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:

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Invitation for Bid No.: EDUCATION/IFB/2023/1055
Invitation for Bid Name: Construction of Specialist Room at Seewa Bappoo SSS, Vacoas
Bid No.:161795
Company Name: B.Hurreeram & Son Co Ltd

(i) Price brought forward from detailed Bill of Quantity:

Base Price:

11988500.0

Base Bid

(Eleven Million Nine Hundred Eighty Eight Thousand Five Hundred Mauritian Rupees Only)

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

(i) Discount on Base Bid:

Discount	Methodology
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(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: 90

(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;:

1) Are you a government owned entity?:

No

: If Yes, Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.:

No

m) Margin of Preference:

We apply for margin of preference

Particular Conditions of Contract

A. General

GCC 1.1 (r)	The Employer is Ministry of Education, Tertiary Education, Science and Technology MITD House, Pont Fer, Phoenix
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 180 days
GCC 1.1 (y)	The Project Manager (s) shall be the representative of the Ministry of National Infrastructure and Community Development as shall be designated by Public Body.
GCC 1.1 (aa)	The Site is located at Vacoas and is defined in drawings No. ED741/SW/01
GCC 1.1 (dd)	"The Start Date shall be 14 days after handing over of site
GCC 1.1 (hh)	<p>The project consists of the following:</p> <ol style="list-style-type: none"> 1. Demolition works of existing structures and dismantling of other structures. 2. The construction of a new Design and Technology Workshop at Ground Floor only and a covered link in reinforced concrete structure, block walling, roof waterproofing, aluminium openings, burglar bars, collapsible doors, finishes, electrical works and cold water plumbing waste water installations. 3. External services installation works comprising rainwater installation works such as catch pits, floor drain, gully trap, soak away, waste water installation works, water supply works, electrical main supply and electric manholes. Works shall include reinstatement of damaged underground pipes and cables and other services that may be met with.) 4. Site works include covered drains, kerbs, tarmac, interlocking blocks, spreading of aggregates, ramps and all other associated works. 5. Provision of all piping including water supply, waste, floor traps and connection to covered drain. 6. Hoarding shall be provided to secure contractor's workspace and the site. Hoarding shall be to the satisfaction of the Project Architect and Project Structural Engineer. 7. Works include reinstatement of damaged structures and finishes incidental to construction works. 8. Other works as more fully described in the drawings, specifications and other parts of the Bid document.

	The duration of the construction works shall be 180 Days from the date of start of works.
GCC 2.2	Sectional Completions are: <i>Not Applicable</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract: Performance Security, Insurance Policies and addenda (if any).</p> <p>The performance security and insurance policies shall be submitted within 28 days and 21 days respectively as from the date of receipt of Letter of Acceptance, for verification by the Quantity Surveyor before the handing over of site.</p>
GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Mauritius.</p>
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 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:</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. <u>Evidence to be produced by Contractor.</u></i></p> <p>Delete content of Sub Clause 13.1 (c) and (d) entirely and replace by new Sub clause 13.1 (c) and (d) (i) and (ii) as follows:</p> <p>(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 <i>for an amount of Rs 10 Million 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></p> <p>(d) for personal injury or death and damage to property</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]. <u>Evidence to be produced by Contractor.</u></i></p>

	<p>(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 <i>[except the Works, Plant, Materials, Equipment and damage to property insured under GCC 13.1 (a), (b) & (c)]</i> or to any person <i>[except for Contractor's employees insured under GCC 13.1 (d)(i)]</i> including the Employer and its representatives which may arise out of the Contractor's performance of the contract</p> <p><i>This insurance shall be for a limit per occurrence of not less than the amount stated above (i.e Rs. 10 million), with no limit in number of occurrences. The ceiling for the Third-Party Liability shall be for a minimum amount of Rs. 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount. (In line with PPO Directive 56)</i></p> <p>Add the following sub-clause 13.1 (e)</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> <p>The insurance policies shall be extended to cover for any extension of the intended completion date or due to delay by the contractor up to the end of the defects liability period of the works.</p>
GCC 13.3	Delete content of Sub Clause 13.3 entirely and replace by "If the Contractor does not provide any of the policies and certificates required, this may constitute a breach of the contractor's obligations under the bid conditions and may entail forfeiture of bid security or performance security or any action by the Employer under the Bid Securing Declaration"
GCC 13.7	<p>Add the following new sub clause</p> <p>"13.7 – In the Event works are carried out beyond the Intended Completion Date or the Intended Completion date is extended, the contractor shall extend the Insurance policies to cover for the extended period and defects liability period. Failure on the part of the contractor to comply with the above condition may entail:</p> <ul style="list-style-type: none"> (a) Non- certification of payment (b) Termination of contract (c) Forfeiture of the Performance security.

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	<p>The Site Possession Date(s) shall be: within Fourteen (14) days from submission and approval of Performance Security 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.</p>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.</p>
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>
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.</p>
GCC 24.4	<p>Not Applicable</p>
B. Time Control	
GCC 25.1	<p>The Contractor shall submit for approval a Program for the Works within 14 days from the date of handing over of site.</p> <p>Delete the words <i>“In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule”</i> in line 5 of clause 25.</p>

GCC 25.3	<p>Delete the words <i>"In the case of a lump sum contract, the contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager"</i> in line 7 of clause 25.3</p> <p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs 25,000 in the next payment certificate.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 calendar 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>
D. Cost Control	
GCC 35.2	Delete "is" and replace by "may be" after line 3 in clause 35.2
GCC 35.3	Add new sub clause "35.3-Where a work is implied in the drawings or specifications or description of works and not itemized in the Activity Schedule, any such work shall be deemed to have been priced elsewhere in the contract price"
GCC 35.4	Add new sub clause "35.4 -Any prices in the activity schedule shall be fully inclusive for the finished works described under the respective work item and drawings and/ or specifications and scope of works"
GCC 36.2	Delete sub Clause 36.2 entirely
GCC 37.1	Delete ", and, in the case of lump sum contract, also in the activity schedule," in line 1 of sub clause 37.1
GCC 37.2	Add "Omissions and additions shall be measured and valued at fair rates and prices, having regards to current market prices. The contractor shall supply all information required by the Project Manager to enable him to value a variation" after line 6 of clause 37.2
GCC 38.1	Delete the words ", or in the case of a lump sum contract, the Activity Schedule," in line 1 of clause 38.1
GCC 39.4	Replace the words "...value of completed activities in the Activity Schedule." in line 2 & 3 of clause 39.4(b) by "percentage value of activities in the Activity Schedule subject to clause 35.2".

GCC 39.7	Interim Payment for Plant and Material on site is not applicable.
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 0.05% of the Contract price per day.</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	The Advance Payments shall be: 10 % maximum of the contract price less contingency sum and shall be paid to the contractor no later than Seven (7) days from the date of issue of certificate. The Advance Payment shall be recovered through contractor’s running account bills at the rate of 12.5 % of the gross value of works done.
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Guarantee 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	<p>The date by which operating and maintenance manuals are required is the date of completion.</p> <p>The date by which “as built” drawings is required is the date of completion.</p>
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%