



REPUBLIC OF MAURITIUS

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 a New Specialist Room at Sodnac SSS (reference no: **MOETEST/WORKS/ONB 149/2022-2023 [IFB/2023/1225]**), the contract has been awarded to **AWL Trading and Contracting Co Ltd** of 32-34, Reserve Street, Cassis, Port Louis for the sum of Rs 7,876,465.00 (Rupees Seven million, Eight hundred and Seventy-Six thousand Four hundred and Sixty-Five only), inclusive of a contingency sum of Rs 794,760.00 (Rupees Seven Hundred and Ninety-Four Thousand, Seven Hundred and Sixty only) and excluding VAT.

Date: 06 February 2024

Ag.Senior Chief Executive

Ministry of Education, Tertiary Education, Science and Technology

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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/12/2023-2024
MOETEST/Works/ONB 149/2022-2023**

LETTER OF ACCEPTANCE

27 September 2023

**The Director
AWL Trading & Contracting Co Ltd
32-34, Reserve Street
Cassis,
Port Louis
Tel: 211 1499 / 212 1495
Fax: 208 5394**

Dear Sir,

**Construction of a New Specialist Room at Sodnac SSS Sodnac
Procurement Ref: MOETEST/Works/ONB 149/2022-2023 (IFB/2023/1225)**

Please refer to your offer dated 19 June 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 **Rs. 7,876,465.00 (Rupees Seven million, Eight hundred and Seventy-Six thousand Four hundred and Sixty-Five only)**, inclusive of a contingency sum of **Rs 794,760.00 (Rupees Seven Hundred and Ninety-Four Thousand, Seven Hundred and Sixty only)** 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.

*Issued
via Reg
and email
on 27 Sept
MSO
(MRS N)*

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(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 10,000,000 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) (i) for personal injury or death and damage to property 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.

(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) and 49.1 of Particular Conditions of Contract, the performance security amounting 10% of the contract price in the form of a Bank Guarantee 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 **120 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) AMPS Zone 4
- (ix) Rector Sodnac SSS
- (x) Ministry of Labour, Industrial Relations, Employment and Training
- (xi) Director General MRA

Contract Agreement

THIS AGREEMENT made on the 31st day of January 2024, between **Ministry of Education, Tertiary Education, Science and Technology** (hereinafter "the Employer"), of the one part, and **AWL Trading and Contracting Ltd, 32-34 Reserve Street, Cassis, Port Louis** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known **Construction of a New Specialist Room at Sodnac SSS Sodnac** for the total amount of **Rs. 7,876,465.00 (Rupees Seven million, Eight hundred and Seventy-Six thousand Four hundred and Sixty-Five only)**, inclusive of a contingency sum of **Rs 794,760.00 (Rupees Seven Hundred and Ninety-Four Thousand, Seven Hundred and Sixty only)** and exclusive of 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/12/2023-2024-MOETEST/ONB149/2022-2023 [IFB/2023/1225]

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 Particular 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 **120 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.





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5. Notwithstanding anything to the contrary in this agreement, AWL Trading and Contracting 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 AWL Trading and Contracting 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 AWL Trading and Contracting Ltd such loss and damages caused to it by the acts or omissions of AWL Trading and Contracting 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: [Signature]
for and on behalf of the Contractor

Date: 31.01.2024

ID No: J090152110127B
Date: 12.01.2024

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

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

Name: S. Mahabirsingh

Name: Jah. Joubert

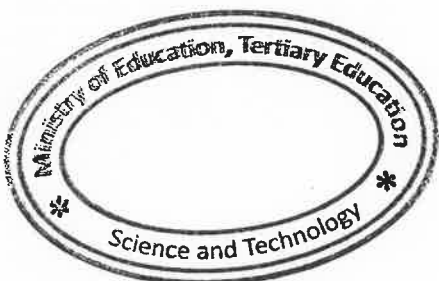
Address: MITD House Phoenix

ID No.: 5311025300492B

Date: 31.1.2024

Address: 7, Abbe Lemaire

Date: 31.01.2024



Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Invitation for Bid No.: EDUCATION/IFB/2023/1225
 Invitation for Bid Name: Construction of a New Specialist Room at Sodnac SSS - Sodnac
 Bid No.:137442
 Company Name: AWL Trading & Contracting Co Ltd

Sodnac SSS - Sodnac

Sr. No.	Item Code / Item Reference Number	Description	Unit	Quantity	Offer Rate in MUR Excluding VAT	Offer Amount in MUR Excluding VAT
50	6.53	overall size 1800x1800mm wide	No.	1	30000	30000.00
7	CONTINGENCY SUM				794760.0	
1	10	CONTINGENCY SUM	-	0	0	0.00
2	10.1	Allow the contingency sum of Rupees Seven Hundred and Ninety Four Thousand and Seven Hundred and Sixty (Rs 794,760) to be used at the discretion of the employer & deducted in whole or part, if not required.	Sum	1	794760	794760.00

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: THE MINISTRY OF EDUCATION TERTIARY EDUCATION SCIENCE AND TECHNOLOGY

We, the undersigned, declare that::

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued.:
- b) We offer to execute in conformity with the Bidding Documents CONSTRUCTION OF A NEW SPECIALIST ROOM AT SODNAC SSS SODNAC 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

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Invitation for Bid No.: EDUCATION/ITB/2023/1225
 Invitation for Bid Name: Construction of a New Specialist Room at Sodnac SSS - Sodnac
 Bid No.:137442
 Company Name: AWL Trading & Contracting Co Ltd

7876465.00
 (Seven Million Eight Hundred Seventy Six Thousand Four Hundred Sixty Five Mauritian Rupees Only)

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

(i) Discount on Base Bid:

Discount	Methodology
NONQ	NONW

(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?:

No

Not Applicable

: 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.:

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 one hundred and twenty (120) days from the start date.
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 Port Louis and is defined in drawing No. ED744/SR/SW02
GCC 1.1 (dd)	The Start Date shall be 14 days after handing over of site.
GCC 1.1 (hh)	The Works shall consist of: The Works consists of the Construction of new specialist room (located at Sodnac SSS, Sodnac) in reinforced concrete frame and blockwork and R.C roof slab, staircase well to provide access to roof in RC frame, blockwork and RC roof slab, with all finishes, openings, new electrical works, external and site works and other works, all to be as per drawings, specifications and approval of the Architect and Engineers, as more fully described in the Bidding Documents.
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 and addenda (if any). The performance security and insurance policies shall be submitted within 28 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.
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Mauritius.
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	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.*)

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:

(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 10,000,000 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)*

Add the following sub-clause 13.1 (e)

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

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.

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 “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> <p>(a) Non- certification of payment (b) Termination of contract (c) Forfeiture of the Performance security.</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 (14) days from submission and approval of Performance Security, Preference 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>“ the competent courts of Mauritius”</p>

GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	Not Applicable
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a detailed Program for the Works within 14 days from the date of handing over of site.
GCC 25.3	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is Rs25,000 in the next payment certificate.
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 calendar days.
GCC 34.1	Delete sub-clause 34.1 and replace by the following: Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.
GCC 37.7	<i>New sub-clause added</i> <i>Any error in description or quantity or omission of items of work from the Contract bills shall not vitiate the Contract but shall be corrected and deemed to be a variation required by the Project Manager. No adjustment in Preliminaries section of the Bills of Quantities shall be effected irrespective of the Final value of quantities.</i>
GCC 39.7	Interim Payment for materials on site only is applicable. The payment will be 80% of the Project Manager's determination of the cost of plants and materials delivered on site.
D. Cost Control	
GCC 40.1	Amend clause 40.1 by replacing 21 days by 7 days and 42 days by 28 days.
GCC 41.1 (l)	The term "exceptionally adverse weather conditions" is hereby defined as any one of the following events: (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 <u>Contract</u> is not subject to price adjustment.
GCC 45.1	GCC Clause 45 is not applicable.
GCC 46.1	The liquidated damages for the Works is 0.05% of the Contract Price per day . The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.
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 including materials on site.
GCC 49.1	The Performance Security amount is 10 % of the contract price in the form of a Bank 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. 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.
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 is required is: the date of completion.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is Rs25,000 .
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% .