



MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

AWARD OF PROCUREMENT CONTRACT

Notice under Section 40(7) of the Public Procurement Act

**Tender reference: EPROC/MBBRH/ONB/17 - 2021/2022
Construction of Drains within the township of Beau Bassin
Rose Hill for period ending 30 June 2022**

This is to notify that the contract for the **Construction of Drains within the township of Beau Bassin Rose Hill for period ending 30 June 2022** has been awarded to **J Dookhun & Sons Ltd** of Royal Road, Petite Rivière at the total quoted rate of Rs400,318.45 inclusive of VAT and all charges.

Chief Executive
February 22



THE MUNICIPAL COUNCIL OF BEAU BASSIN - ROSE HILL

Our Ref: EPROC/BBRH/ONB/17/2021-2022

16 February 2022

The Director
J Dookhun & Sons Ltd
Royal Road
Pelite Rivière

Dear Sir,

Letter of award

Construction of drains within the township of Beau Bassin Rose Hill

This is to inform you that your bid dated 11 October 2021 for the **Construction of drains within the township of Beau-Bassin Rose-Hill** "as and when required" for period ending 30 June 2022 submitted in accordance with the instruction to bidders has been approved by the Council at the respective quoted rates inclusive of VAT and all charges as detailed in Appendix A herewith attached.

You are hereby requested to:

- (i) call at the Administration Department, Town Hall Building, Rose Hill on **23 February 2022 at 10.30hrs** to sign the contract document with the seal of your company.
- (ii) submit insurance policies from the start of the contract to the end of the defects liability period in the joint name of the Municipal Council of Beau Bassin – Rose Hill and the contractor pursuant to G.C.C. 13.1 of the particular conditions of contract as follows:-

(a) For the works, plants and materials;	Rs 5 m
(b) For loss or damage to equipment;	Rs 5 m
(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract;	Rs 2 m
(d) For Personal injury or death: (1) of the Contractor's employees	Rs 2 m
(2) of other people	Rs 2 m
(e) For loss or damage to materials on – site and for which payment have been included in the Interim Payment Certificate, where applicable.	
- (iii) Submit the latest tax clearance certificate from the Mauritius Revenue Authority.
- (iv) Proceed with the construction of drains within the township of Beau Bassin Rose Hill as per works order issued by the Council. The works should be in accordance with the bid document, the drawings and the Conditions of Contract.
- (v) Ensure that necessary precautions are taken whilst undertaking the works so as not to cause any hazard especially to users and the public in general.
- (vi) Liaise with the Ag Head Public Infrastructure Department for necessary arrangements.

All correspondence should be addressed to the Chief Executive

Royal Road, Rose Hill, Republic of Mauritius

Tel: 413 7600 - Fax: 454 0500

Email: bbbh@mauritius.gov.mu

In line with G.C.C 49.1 of the General and Particular Conditions of Contract and Directive No 12 of 2012 from the Procurement Policy Office an amount of 10% of the value of each work order will be withheld to constitute the Performance Security.

Yours faithfully,


R K NURSING
CHIEF EXECUTIVE



MUNICIPAL COUNCIL OF BEAU BASSIN/ROSE HILL
Agreement-Eproc/MBBRH/ONB/17/2021-2022
**CONSTRUCTION OF DRAINS WITHIN THE TOWNSHIP OF BEAU-
BASSIN ROSE-HILL**

This Agreement is made on the 23 day of February 2022.

Between the Municipal Council of Beau Bassin- Rose Hill represented by the Mayor,
Mr Jean Didier David UTILE and the Chief Executive, **Mr Rishi Kumar NURSING**
(hereinafter called "The Council")

OF ONE PART

AND

J Dookhun & Sons Ltd of Royal Road Petite Rivière and represented by **Mr. Jayduth
DOOKHUN** (Hereinafter called "the Contractor").

OF THE OTHER PART

Whereas the Council invited bids for the '**Construction of Drains within the township
of Beau-Bassin Rose-Hill**' "as and when required" for the period ending 30 June
2022 and has accepted the bid submitted by the Contractor for undertaking the
said works as per the schedule of rates inclusive of VAT and all charges and the
remedying of any defects therein as detailed in Annexure A attached.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as
are respectively assigned to them in the Conditions of Contract hereinafter
referred to, and they shall be deemed to form and be read and construed
as part of this Agreement.
2. The following documents shall be deemed to form and be read and
construed as part of the contract:-
 - (i) The contract Agreement;
 - (ii) The letter of award dated 16 February 2022;
 - (iii) The bidding document;
 - (iv) The bid dated 11 October 2021 from the Contractor;

[Handwritten signature] *[Handwritten initials]*



MUNICIPAL COUNCIL OF BEAU BASSIN/ROSE HILL
Agreement-Eproc/MBBRH/ONB/17/2021-2022
CONSTRUCTION OF DRAINS WITHIN THE TOWNSHIP OF BEAU-
BASSIN ROSE-HILL

- (v) The Conditions of Contract (General and Particular);
 - (vi) The Priced Activity Schedule (Bill of Quantities) ;
 - (vii) The Scope of Works, Specifications and Performance Requirements;
 - (viii) The email dated 05 January 2022 submitted by Contractor;
 - (vii) The Insurance Policies;
 - (ix) The Drawings; and
 - (x) The completed schedules
3. In consideration of the payments to be made by the Council to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Council to execute and complete the construction of drains and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Council hereby covenants to pay the Contractor in consideration of the execution and completion of the construction of drains and the remedying of defects wherein the Contract Price or such other sum as may be payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. Payments made to the Contractor shall be subject to prior approval of the Head, Public Infrastructure Department of the Council.
6. The Contractor shall provide at his own cost and be responsible for all site welfare arrangements and health requirements. Works is to be executed in a safe and responsible manner and the contractor is to proceed in accordance with the provisions of the appropriate legislations. Particular attention is drawn to the need for adequate hand railing, fencing, precautionary signs, lighting of dangerous areas during excavation of roads.
7. In line with G.C.C 49.1 of the General and Particular Conditions of Contract Directive No 12 of 2012 from the Procurement Policy Office an amount of



MUNICIPAL COUNCIL OF BEAU BASSIN/ROSE HILL
Agreement-Eproc/MBBRH/ONB/17/2021-2022
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BASSIN ROSE-HILL**

10% of the value of each work order will be withheld to constitute the Performance Security.

8. The Contractor shall comply with all laws and regulations concerning health and safety, labour regulations, social insurance, labour taxes and tax deduction, import restriction and duties, contractor's tax and companies registration requirements.
9. The Contractor shall submit for approval a program for the works within 28 days from the date of the letter of acceptance.
10. The period between program updates is 21 days. The amount to be withheld for late submission of an updated program is Rs2,000 per occurrence.
11. The Start date shall be 7 days after handing over of site.
12. The Intended Completion date for the whole works shall be 30 June 2022.
13. Retention money : 10 % of the value of works. Upon completion of the works, 50% of the retention would be released. The other 50% would be released after six months.
14. The liquidated damages for the Works are Rs (0.001 x Value of works Order) per day.
15. The Contractor must clear the site of any surplus material from each site of work on regular basis.
16. The Defects Liability Period is 365 days.



MUNICIPAL COUNCIL OF BEAU BASSIN/ROSE HILL
Agreement-Eproc/MBBRH/ONB/17/2021-2022
CONSTRUCTION OF DRAINS WITHIN THE TOWNSHIP OF BEAU-
BASSIN ROSE-HILL

In Witness whereof the parties thereto have caused this Agreement to be executed
the day and year first before written.



The common Seal of (J Dookhun & Sons Ltd): _____

Was hereunto affixed in the presence of: J. Dookhun.

Signed, Sealed and Delivered by the said _____

Binding Signature of Council (signature of an authorized representative of the Council)

.....
Mr Jean-Didier David UTILE
MAYOR

For the Council

.....
Rishi Kumar NURSING
CHIEF EXECUTIVE

For the Council

Binding Signature of Contractor (Signature of an authorized representative of the Contractor)

.....
Mr. Jayduth DOOKHUN
(NID: D2202522000393)
For J Dookhun & Sons Ltd

Signed by:.....
DANIEL LAM HING
In the Capacity of Financial Controller
Municipal Council of Beau-Bassin Rose-Hill

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Bid Name: Construction of Drains within the Township of Beau Bassin Rose Hill
Bid NO.: 168216

Other documents: Dayworks Schedule Drains BBRH.pdf
ANY OTHER DOCUMENTS (VER. 1.0)

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 Municipal Council of Beau Bassin Rose Hill

We, the undersigned, declare that::

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- b) We offer to execute in conformity with the Bidding Documents Construction of Drains within the township of Beau Bassin Rose Hill
- 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:

348103.0

(Three Hundred Forty Eight Thousand One Hundred Three Mauritian Rupees Only)

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

(i) Discount on Base Bid:

- (e) Our bid shall be valid for a period of (inset validity period as specified in ITB 19.1) 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 days

(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;

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Bid Name: Construction of Drains within the Township of Beau Bassin Rose Hill

Bid No.: 168216

(i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2.;

(j) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15.;

(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

If Yes, we are a government owned entity but meet the requirements of ITB 5.5. If No, select Not Applicable:

Not Applicable

m) Margin of Preference:

We do not 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, certifications, 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 Jayduth Dookhun
Contractor's Representative:

Insert complete name of person digitally signing the bid and Jayduth Dookhun
duly authorized to signing and committing the bidder as per ITB
Clause 21.2 Bid Submission Template:

Insert legal capacity of person signing the Bid Submission Managing Director
Template:

Insert complete name of Bidder:

J. DOOKHUN AND SONS LTD

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Bid Name: Construction of Drains within the Township of Beau Bassin Rose Hill

Bid NO.: 168216

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/GCC10/04-20**)^{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: **ONB17-2021/2022**

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 <i>The Municipal Council of Beau Bassin Rose Hill</i>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>30th June 2022</i>
GCC 1.1 (y)	The Project Manager is <i>Head of Public Infrastructure Department or his representatives.</i>
GCC 1.1 (aa)	The Site is located within the township of Beau Bassin Rose Hill
GCC 1.1 (dd)	"The Start Date shall be 7 days after handing over of site
GCC 1.1 (hh)	The Works consist of Construction of Drains within the Township of Beau Bassin Rose Hill
GCC 2.2	Sectional Completions are not applicable
GCC 2.3(i)	The following documents also form part of the Contract: <ol style="list-style-type: none"> a. The Letter of Acceptance b. The Addenda Nos c. The Appendix to The General Conditions of Contract d. The General Conditions of Contract; e. The Specification And; f. The Drawings
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

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

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...) Rs5.0 M</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. Rs 5.0M</i></p> <p>(c) for loss or damage to property (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). Rs 2.0M</i></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]. Rs 2.0M</i></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives]. Rs 2.0M</i></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	Site Data are: To be provided at the time of Works Order
GCC 20.1	The Site Possession Date(s) shall be as indicated in the Works Orders
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</p>

	<p>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>
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 21 days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>Rs2,000 per occurrence</i></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 (i)	<p><i>Adverse weather conditions shall be defined as per the following:</i></p> <p><i>i. Cyclone Class 3 or above</i></p> <p><i>or</i></p> <p><i>ii. 25mm rainfall per day</i></p>
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	The liquidated damages for the Works are Rs (0.001 x Value of works Order) per day.
GCC 47.1	The Bonus for the whole of the Works is not applicable.

GCC 48.1	The Advance Payments shall be <i>not Applicable</i>
GCC 49.1	<p>As per Directive No. 9 issued by the Procurement Policy Office on 10 September 2012,</p> <p><i>“In Works contracts, where progressive payment is applicable, money from earlier payments may be withheld to constitute a security in lieu of a security from a bank. The public body shall in such a situation exercise the same rights on the amount withheld as normally applicable to a performance security”.</i></p> <p>Therefore, an amount representing 10% of the value of each work order will be withheld to constitute the Performance Security.</p>
E. Finishing the Contract	
GCC 56.1	Not Applicable
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 10%