



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/23/2021/2022
BBRH/IFB/2022/172
CPB/07/2022

RESURFACING OF ROADS WITHIN THE TOWNSHIP
OF BEAU BASSIN ROSE HILL FOR PERIOD 2021-2022

This is to notify that, following the bidding exercise carried out by the Municipal Council of Beau Bassin Rose Hill for the Resurfacing of Roads within the township of Beau Bassin Rose Hill for period 2021-2022, the contract has been awarded to Gamma Construction Ltd of Royal Road, Chapman Hill, Beau Bassin at the total quoted sum of Rs46,605,433.55/- inclusive of VAT and all charges.

D REECHAYE
Chief Executive
Municipal Council of Beau Bassin Rose Hill

23 June 2022



THE MUNICIPAL COUNCIL OF BEAU BASSIN - ROSE HILL

Our Ref: BBRH/IFB/2022/172
EPROC/MBBRH/ONB/23/2021-22

13 June 2022

The Director
Gamma Construction Ltd
Royal Road,
Chapman Hill,
Beau Bassin

Dear Sir

Letter of award
Resurfacing of roads within the township of Beau Bassin Rose Hill for period 2021-2022
CPB/07/2022

This is to inform you that your bid dated 04 April 2022 for the '**Resurfacing of roads within the township of Beau Bassin Rose Hill for period 2021-22**' submitted in accordance with the instruction to bidders has been approved at the respective quoted rates (VAT inclusive) as detailed in appendix A (attached) by the Council.

An initial award of Rs46,605,433.55/- inclusive of VAT and all charges is being made to you and additional works orders may be issued during the contract period, subject to availability of funds.

You are hereby requested to:

- a) Call at the Administration Department, Town Hall, Rose Hill on **Tuesday 21 June 2022 at 10.30 hrs** to sign the contract document with the seal of your company;
- b) 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:-
 - i. For the works, plants and materials (for the full amount of the works including removal of debris, professional fee etc.): Rs5m
 - ii. 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 Employee: Rs5m
 - iii. For loss or damage to property (Except the Works, Plants, Materials and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to the

All correspondence should be addressed to the Chief Executive

Royal Road, Rose Hill, Republic of Mauritius

action of the contractor in the execution of the works. It will extend to the property of the Procuring entity as well): Rs5m

- iv. For Personal injury or death:
- (a) 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): Rs5m
 - (b) of other people (This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives) Rs5m

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

- c) Submit the latest Tax Clearance Certificate from the Mauritius Revenue Authority
- d) Proceed with the resurfacing of roads within the township of Beau Bassin Rose Hill as per works order issued by the Council and the work should be in accordance with the bid document, the drawing and the Conditions of Contract.
- e) 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.
- f) Liaise with the Ag Head Public Infrastructure Department for necessary arrangements.

In line with G.C.C 49.1 of the General and Particular Conditions of Contract and Directive No. 09 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



D REECHAYE
CHIEF EXECUTIVE



MUNICIPAL COUNCIL OF BEAU BASSIN/ROSE HILL
Agreement

EPROC/MBBRH/ONB/23/2021/2022

BBRH/IFB/2022/172

CPB/07/2022

**Resurfacing of Roads within the Township of Beau-Bassin Rose-Hill
for period 2021-2022**

This Agreement is made on the 21 day of June 2022.

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

ON ONE PART

AND

Gamma Construction Ltd of Royal Road Chapman Hill, Beau Bassin, represented by
Mr. Shailesh BEEJADARSING (hereinafter called the "Contractor").

ON THE OTHER PART

Whereas the Council has invited bids for the '**Resurfacing of roads within the township of Beau-Bassin Rose-Hill for period 2021-2022**' and has accepted the bid submitted by the Contractor for undertaking the said works as per the respective quoted 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 letter of award dated 13 June 2022;
 - (ii) The bid dated 04 April 2022 from the Contractor;
 - (iii) The bidding document;
 - (iv) The Specifications;



MUNICIPAL COUNCIL OF BEAU BASSIN/ROSE HILL
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for period 2021-2022

- (v) The Bill of Quantities;
 - (vi) The General Conditions of Contract (as well as the Particular Conditions of Contract);
 - (vii) The completed schedules;
 - (viii) Letter dated 25 April 2022 from Contractor; and
 - (ix) The Insurance Policies.
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 **resurfacing of roads** 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 **resurfacing of roads** 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 the labour and equipment required for the due performance of the work. He shall also provide for all watching, lighting and protection of the works and materials as may be necessary for the safety of the works and for the protection of the public until the completion and handing over of works (to the satisfaction of the Council).
 7. The Contractor shall comply with all laws and regulations concerning health and safety, labour regulations, social insurance, labour taxes and tax



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deduction, import restriction and duties, contractor's tax and companies registration requirements.

8. The Contractor shall submit for approval a Program for the Works within 15 days from issue of works order and the period between program updates shall be 21 days.
9. The Start Date shall be seven (7) days after handing over of site.
10. The site possession date(s) shall be as indicated in the Works Order.
11. The Intended Completion date for the whole of the works shall be 365 days.
12. As per Directive No. 9 issued by the Procurement Policy Office on 10 September 2012, "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". Therefore, an amount representing 10% of the value of each work order will be withheld to constitute the Performance Security.
13. The liquidated damages for the works are (Rs0.001 x Value of Works order) per day. The maximum amount of liquidated damages for the whole of the works is 3% of the Contract price.
14. The Contractor must clear the site of any surplus material at the end of the works.



MUNICIPAL COUNCIL OF BEAU BASSIN/ROSE HILL
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Resurfacing of Roads within the Township of Beau-Bassin Rose-Hill
for period 2021-2022

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

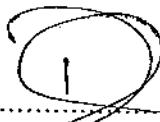
GAMMA CONSTRUCTION LTD ROYAL ROAD CHAPMAN HILL BEAU-BASSIN

The common Seal of (Gamma Construction Ltd):

Signed, Sealed and Delivered by the said Shailesh Beejadarsing

In the presence of: Gamma Construction Ltd

Binding Signature of Public Body (signature of an authorized representative of the Public Body)



Jean David Didier UTILE
MAYOR

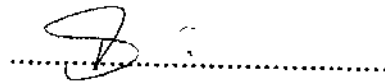
For the Council



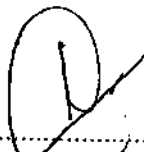
Dheerendra RECHAYE
CHIEF EXECUTIVE

For the Council

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



Mr. Shailesh BEEJADARSING
(ID No: B100974300569D)
For Gamma Construction 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
 Document Name: RESURFACING OF ROADS WITHIN THE TOWNSHIP OF BEAU BASSIN ROSE HILL FOR PERIOD 2021/2022
 Tender NO. : BBRH/IFB/2022/172

Sr. No.	Description	Unit	Quantity	Offer Rate in MUR Excluding VAT	Offer Amount in MUR Excluding VAT
1.1					
1.2					
1.3					
1.4					
1.5					

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

- 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 RESURFACING OF ROADS WITHIN THE TOWNSHIP OF BEAU BASSIN ROSE HILL FOR PERIOD 2021/2022
- 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
45962651.20 <small>(Forty Five Million Nine Hundred Sixty Two Thousand Six Hundred Fifty One Mauritian Rupees And Twenty Cents Only)</small>

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

(i) Discount on Base Bid:

Discount	Methodology

(e) Our bid shall be valid for a period of (inset validity 90 DAYS 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:

(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;

Government of Mauritius e-Procurement System

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- (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 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 YUSOOF MAUDARBOCUS
Contractor's Representative.:
- Insert complete name of person digitally signing the bid and SHAILESH BEEJADARSING
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 CEO
Template:

Insert complete name of Bidder: GAMMA CONSTRUCTION LTD

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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.:

COMMERCIAL EVALUATION TEMPLATE FOR WORKS - 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.:

Commercial Evaluation - Works:

Commercial Evaluation - Works:	Bid Price in MUR (A)	Provisional Sum and Contingencies (B)	Discount to be in MUR (C)	Discounted Price/Contract Price in MUR (D) = (A) - (C) - (B)	Adjustment to be made to MUR (E)	Corrected bid price in MUR (F) = (D) + (E)	Additional MUR (G)	Adjustment in MUR (H)	Adjusted Price in MUR (I) = (F) + (G) - (H)	Applied Price in MUR (J)	Total Price in MUR (K) = (I) + (J)	Ranking on basis of Corrected Bid Price to be applied (L)	Margin of Preference (M)	Total Price after adjustment (N) = (K) + (M)	Upload Working Sheet
Commercial Evaluation for Works	4596265	0	0	0	0	0	0	0	0	0	0	0	0	0	

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

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

Procurement Reference Number: **EPROC/MBBRH/ONB23/2021-2022**

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>365 days</i>
GCC 1.1 (y)	The Project Manager is the <i>Head of Public Infrastructure Department or his representatives.</i>
GCC 1.1 (aa)	The Sites are within the jurisdiction of Beau Bassin Rose Hill and shall be communicated to the successful bidder after award of contract and as per Works Order Issued and it shall be specific for each works Order.
GCC 1.1 (dd)	The Start Date shall be <i>7 days after handing over of site</i>
GCC 1.1 (hh)	The Works consist of Resurfacing of Roads within the Township of Beau Bassin Rose Hill for the Period 2021/2022.
GCC 2.2	Sectional Completions for each Works Order is not applicable
GCC 2.3(i)	The documents forming the contract shall be interpreted in the following order of priority: <ol style="list-style-type: none"> a. Contract Agreement, b. Letter of Acceptance, c. Contractor's Bid, d. Addendum issued to bidders, if any, e. Particular Conditions of contract, f. General Condition of Contact, g. Specifications, h. Drawings, i. Completed Schedules
GCC 3.1	The language of the contract is English

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

	The law that applies to the Contract is the law of Mauritius.
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: Not Applicable
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: (<i>for the full amount of the works including removal of debris, professional fee etc...</i>)</p> <p>(b) for loss or damage to Equipment: (<i>for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i>)</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well.</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: [<i>The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works.</i>]</p> <p>(ii) of other people: [<i>This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.</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: Not Applicable
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.	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

	<p>termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation,</p> <p>then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to</p> <p style="text-align: center;">"the competent courts of Mauritius"</p>
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 15 days from issue of work order.
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: <i>365 days</i>
GCC 34.1	<p>Delete sub-clause 34.1 and replace by the following:</p> <p>Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.</p>
GCC 39.7	Interim Payment for Plant and Material on site is not applicable.
D. Cost Control	
GCC 40.1	Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.
GCC 41.1 (l)	<p>i. "Cyclone Class 3 or above or</p> <p>ii. 25mm rainfall per day</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 per works order. The maximum amount of liquidated damages for the whole of the works is 3% of the Contract price.
GCC 47.1	<i>Not Applicable</i>
GCC 48.1	The Advance Payments shall be not Applicable
GCC 49.1	As per Directive No. 9 issued by the Procurement Policy Office on 10 September 2012, " <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> ". Therefore, an amount representing 10% of the value of each work order will be withheld to constitute the Performance Security.
E. Finishing the Contract	
GCC 56.1	<i>Not Applicable</i>
GCC 57.2 (g)	The maximum number of days is: 30 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%