Ministry of Health and Wellness

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 Health and Wellness for the “External Painting and Associated Works at Jawaharlal Nehru Hospital, Rose Belle (IFB Reference No.:HEALTH/IFB/2022/933)”, the contract has been awarded to Modern Jurassic Building & Construction Limited of 2nd Floor, Arc Building, SSR Street, Port Louis for the sum of Rs 16,463,000.00 (Rupees Sixteen Million Four Hundred and Sixty-Three Thousand only) excluding VAT and inclusive of a contingency sum of Rs 1,000,000.00.

Senior Chief Executive
Ministry of Health and Wellness
5th Floor, Emmanuel Anquetil Building
SSR Street, Port Louis

24 April 2023
MINISTRY OF HEALTH AND WELLNESS

MHPDO/NMW&S/2022-2023/DO77  15 February 2023

The Managing Director
Modern Jurassic Building & Construction Limited
2nd Floor, Arc Building, SSR Street
Port Louis
Tel No: 52516444; Fax:628 0880
Attn: Mr H. Ramsurn

Dear Sir,

External Painting and Associated Works at Jawaharlal Nehru Hospital, Rose Belle

Please refer to your offer dated 27 October 2022 in response to our Invitation For Bid, MHPQ/NMW&S/2022-2023/Q56 (e-Procurement System Reference. Number: HEALTH/IFB/2022/933) dated 04 October 2022 on the above subject.

2. We wish to inform you that your offer for the External Painting and Associated Works at Jawaharlal Nehru Hospital, Rose Belle for the sum of Rs 16,463,000.00 (Rupees Sixteen Million Four Hundred and Sixty-Three Thousand only) excluding VAT and inclusive of a contingency sum of Rs 1,000,000.00 subject to the specifications, terms and conditions of the bidding documents and extract as per Annex has been approved.

3. You are therefore requested to:

(i) submit a Performance Security as per Particular Conditions of Contract GCC Clause 49.1, representing 10% of the contract price, within twenty eight (28) days from the date of this Letter of Acceptance;

(ii) forward the Insurance Cover Policies within fourteen (14) days as from the date of this Letter of Acceptance in accordance with Particular Conditions of Contract GCC Clause 13.1;

(iii) sign the Contract Agreement after confirmation that the documents mentioned in paragraph 3(i) and 3(ii) above are in order; and

(iv) proceed with the execution of the said works in accordance with the Contract Documents, after signature of the contract and possession of the site.
4. You may wish to note that the **Intended Completion Period** for the whole of the works shall be **180 calendar days** as from the start date, which takes effect fourteen (14) days from Handing Over of site.

5. The liquidated damages for the whole of the Works, if any, shall be **Rs 5,000 per day**. The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.

6. The Defects Liability period for the contract shall be **180 days**.

7. The Project Management/Supervision Team (PM/ST) of the **Ministry of National Infrastructure and Community Development** will ensure the supervision of the works and management of the contract. All documentations including claims should be addressed to the PM/ST of the Ministry of National Infrastructure and Community Development which will, among other things, also certify claims or prepare Engineer’s Certificate for payment as appropriate.

8. Please acknowledge receipt of this Letter of Acceptance by return fax No. 211 6864 / 210 5940 within seven (7) days as from the date of this letter.

9. Any correspondence or query in regard to this Award should be addressed to the Senior Chief Executive, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis.

10. Unless and until a formal agreement is signed, this Letter together with your offer dated **27 October 2022** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,

D. Conhye
for Senior Chief Executive
Ministry of Health and Wellness

Contract Agreement

THIS AGREEMENT made on the 15th day of April 2023, between, the Ministry of Health and Wellness (hereinafter called the “Employer”) represented by the Supervising Officer or her representative, of the one part, and Modern Jurassic Building & Construction Limited represented by its Managing Director, Mr Hemraj Ramsurn of 2nd Floor, Arc Building, SSR Street, Port Louis (hereinafter referred to as “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as “External Painting and Associated Works at Jawaharlal Nehru Hospital, Rose Belle”, file reference: MHPQ/NMW&S/2022-2023/Q56 (IFB Reference No: HEALTH/IFB/2022/933) should be executed by the Contractor, and has accepted the Bid, dated 27 October 2022, submitted by the Contractor for the execution and completion of these Works and the remedying of any defects therein, for the sum of Rs 16,463,000.00 (Rupees Sixteen Million Four Hundred and Sixty-Three Thousand only) excluding VAT and inclusive of a contingency sum of Rs 1,000,000.00.

The intended completion period for the whole of the works shall be 180 calendar days as from the start date, which takes effect fourteen (14) days from Handing Over of site.

The liquidated damages for the whole of the Works, if any, shall be Rs 5,000 per day. The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.

The Employer and the Contractor agrees as follows:

1. In this Agreement words and expressions shall have the same meanings 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 Scope of Works, Specifications, drawings; and
(f) 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 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.

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.

5. (a) "Notwithstanding anything to the contrary in this agreement, Modern Jurassic Building & Construction Limited agrees to indemnify and hold harmless the Ministry of Health and Wellness 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 Modern Jurassic Building & Construction Limited or its employees, préposés and/or agents during the execution of the works pursuant to the agreement."

(b) "Notwithstanding anything to the contrary in this agreement, the Ministry of Health and Wellness shall be entitled to claim from Modern Jurassic Building & Construction Limited such loss and damages caused to it by the acts or omissions of Modern Jurassic Building & Construction Limited, its employees, préposés and/or agents."

Signature of representative of the Employer
Name: K.D Gunputh-Lutchumun (Mrs) for Supervising Officer
Ministry of Health and Wellness

Signature of representative of the Contractor
Name: Mr Hemraj Ramsurn
Modern Jurassic Building & Construction Limited
Managing Director

Seal of the Employer
Seal of the Contractor
The Ministry of Health and Wellness
carried out in the price scheduled or bill of quantities.

Please check on Project, to fill the Bid Submission Form and to ascertain that the amount and quantities have been

Government of Mauritius - Procurement System

Methodology

Discount

(1) Discount on Base Bid:

- The discount offered and the methodology for their application are:

- The total price or our bid exclusive of discounts, if any, offered in Item (d) below is:

- We offer to execute in accordance with the bidding documents, including addenda issued:

- We have examined and have no reservations to the bidding documents, including addenda issued:

We, the undersigned, declare that:

The bid submission form (VTR. I.0)

<table>
<thead>
<tr>
<th>Item Code / Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Reference Number</th>
<th>ST. No.</th>
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<td>1.1.21</td>
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<td>1.19</td>
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Base Bid:

- The price brought forward from detailed bill of quantities:

- The total price and discount offered, that are applicable and to interest N.W., where none applicable:

- The total price of our bid exclusive of discounts, if any, offered in Item (d) below is:

- We offer to execute in accordance with the bidding documents, including addenda issued:

- We have examined and have no reservations to the bidding documents, including addenda issued:

We, the undersigned, declare that:

The bid submission form (VTR. I.0)

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Tender No.: HEALTH/TP/2022/93
Government of Mauritius - Procurement System

Government of Mauritius - Procurement System
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 fu
is required by the procuring entity. We further understand that this declaration shall be cc
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 enti
Declaration;
(h) If our bid is accepted, we commit to obtain a Performance Security and a Preference Secu
with the Bidding Document;
(i) We, including any subcontractors or suppliers for any part of the contract, do not have
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
been declared ineligible under the laws of Mauritius;

1) Are you a government owned entity?: No
\n: 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 pre

n) We have taken steps to ensure that no person acting for us or on our behalf will engage i
as per the principles described hereunder, during the bidding process and contract execution
through any other person or firm, offer, promise or give to any of the Public Body’s employees
or the execution of the contract or to any third person any material or immaterial benefit v
of, in order to obtain in exchange any advantage of any kind whatsoever during the tender pr
the contract,(i) We shall not enter with other Bidders into any undisclosed agreement or ur
informal. This applies in particular to prices, specifications, certifications, subsidiary c
submission of bids or any other actions to restrict competitiveness or to introduce cartels
and(iii) We shall not use falsified documents, erroneous data or deliberately not disclose r
in a procurement proceeding. We understand that transgression of the above is a serious off
taken against such bidders:

(o) We understand that this bid, together with your written acceptance thereof, shall consti
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

q) If awarded the contract, the person named here shall act as
contractor’s Representative:

HEMRAJ RAMSURN
Modern Transport Building and Construction Ltd

MANAGING DIRECTOR

NAME OF PERSON SIGNING THE BID SUBMISSION

The name of the person signing the bid submission is: [Signature]

NOTE: If legal capacity of person signing the bid is not indicated in the bid.

Government of Mauritius
Procurement System

Government of Mauritius - Procurement System
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), for the Procurement of Works (available on website ppo.govmu.org) except where modified by the Particular Conditions of Contract below.

Procurement Reference Number: MHPQ/NMW&S/2022-2023/Q196

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

### Particular Conditions of Contract

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<th>A. General</th>
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<td><strong>GCC 1.1 (r)</strong></td>
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<td><strong>GCC 1.1 (v)</strong></td>
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- Provision of Catch pit
- Fixing of New Bird proof net
- Removal and re-fixing of existing Bird proof net
- Painting of Road Markings
- Replace Glass Panes
- Aluminium or Metal Door/Window Handles and Hinges

| GCC 2.2 | Sectional Completions are: N/A |
| GCC 2.3(i) | The following documents also form part of the Contract: Nil |
| 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: N/A |
| 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 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. Evidences to be produced by Contractor)* |
| | (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of Rs 1,000,000.00 (One million rupees) 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). This cover shall be in the joint name of the two parties. |
| | (d) for personal injury or death: |
| | (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]. Evidences to be produced by Contractor]* |
| | (ii) of other people: This cover shall be in the joint name of the two parties, i.e. the Contractor and the Employer. The
cover shall be for any one occurrence or a series of occurrences arising out of any one event, covering any third party and extended to the Employer’s representatives per occurrence up to MUR 100M (One Hundred million rupees).

(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.

The contractor must submit the insurance cover within 14 days after issue and acceptance of letter of award and shall be extended to cover for any extension of the intended completion date or to delay by the contractor up to the end of the defects liability period of the works.

| GCC 14.1 | Site Data are: Nil |
| GCC 20.1 | The Site Possession Date(s) shall be: The date site is handed over. |
| 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 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. 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, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to

"the competent courts of Mauritius"

### 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 | The period between Program updates is 30 days. |
The amount to be withheld for late submission of an updated Program is Rs 25,000.

### C. Quality Control

<table>
<thead>
<tr>
<th>GCC 33.1</th>
<th>The Defects Liability Period is: 180 days.</th>
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| 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 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)(a) | Cyclone warning class III, rain of 5mm intensity, Flooding, Torrential rain or any other events beyond the control of the contractor. |
| 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 whole of the Works are Rs 5,000 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% of contract value and shall be paid to the Contractor within 10 days after signature of the Contract and submission of the approved Advance Payment security by the contractor no later than 15 days from the date of the letter of acceptance. |
| GCC 49.1 | The Performance Security amount is 10% of contract sum and inserted at contract signature stage. |
E. Finishing the Contract

| GCC 56.1 | The date by which operating and maintenance manuals are required is [insert date]. The date by which “as built” drawings are required is [insert date]. (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 20%. |