



ALL CORRESPONDENCE TO BE ADDRESSED TO THE GENERAL MANAGER

# Central Electricity Board

CORPORATE OFFICE

P.O. BOX 134 | Rue du Savoir | Cybercity, Ebene 72201

MAURITIUS

TEL No. : (230) 404 2000  
TELEFAX No. : (230) 454 7630 / 7632  
E-MAIL : ceb@intnet.mu  
WEBSITE : ceb.mu  
VAT Reg. No. : VAT22000591  
BRN : F07000041

OUR REF: **SCD\2023\653**

YOUR REF:

26 October 2023

**Award of Procurement Contract No.: OAB-TD-2023-4781 (IFB 6852)**

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

This is to notify that following the bidding exercise carried out by the Central Electricity Board bearing tender reference no: OAB-TD-2023-4781 (IFB 6852) Procurement of Ring Main Units, the contract has been awarded as follows:

Item No	Description	Name & Address of Selected Bidder	Total DPU Price (EUR)
1	Procurement of Ring Main Units	Schneider Electric International 34 Rue Joseph Monier 92500 Rueil Malmaison Paris France	1,850,400.00

**R. Chowdharry**  
**Officer-In-Charge**

Emailed on 27.10/23



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OUR REF: **SCD\2023\652**

**26 October 2023**

YOUR REF:

**The Hub Leader  
Schneider Electric International  
34 Rue Joseph Monier 92500  
Rueil Malmaison Paris  
France**

E-mail: [muhammad.domah@se.com](mailto:muhammad.domah@se.com)  
Attn: Mr. M. A. Domah

Dear Sir,

**Re: OAB-TD-2023-4781 (IFB 6852) Procurement of Ring Main Units  
Letter of Acceptance**

Please refer to your bid dated 21 August 2023 and our Notification Letter dated 10 October 2023.

The Central Electricity Board has the pleasure to award to you the Contract for the abovementioned procurement for the total amount of **EUR 1,850,400.00** (Euro One million eight hundred and fifty thousand four hundred) as detailed hereunder:

Item No.	Item Description	Quantity	Unit Price (EUR)	Total Price (EUR)
1	22 kV SF6 Non-Extensible Ring Main Unit (2 Switches + 2 Fuse Switch)	100	9,252.00	925,200.00
2	22 kV -Indoor (3+1) SF6 Non-Extensible Ring Main Unit (3 Switches + 1 Fuse Switch)	100	9,252.00	925,200.00
Total Amount				1,850,400.00

Our acceptance is subject to you submitting the Performance Security in the format annexed herewith, valid up to **31 May 2024** and amounting to **EUR 185,040.00**. The Performance Security shall be established by a commercial bank operating in Mauritius and submitted by 17 November 2023 at latest.

## Technical Specifications

You shall adhere to the Technical Specifications of the bidding document.

## **Inspection**

Inspection shall be carried out at the manufacturer's premises by our designated Inspecting Agent. Pre-shipment clearance shall be given by the latter after satisfactory tests and submission of all the test reports and related documents.

## **Delivery**

Delivery shall be effected to the port of disembarkation at Port Louis Harbour, Mauritius on a DPU basis (including insurance) within twenty four (24) weeks as from the date of issue of this Letter of Acceptance as follows:

## **Liquidated Damages**

Liquidated damages shall be applied for late delivery at the rate of 2% of the contract amount per week of delay or part thereof up to a maximum of 10%.

## **Payment Terms**

Payment will be effected by Letter of Credit.

## **Shipping Documents**

The shipping documents, referred to in the Special Conditions of Contract - Clause GCC 13.1 shall be addressed to the consignee.

## **Warranty**

The period of warranty shall be 12 months as from the date consignment reaches CEB Main Store, Abattoir Road, Roche Bois, Mauritius.

## **Contract**

The following documents shall in order of priority constitute the Contract between the CEB and your firm and each shall be read and construed as an integral part of the Contract:

- (a) The CEB's Letter of Acceptance dated 26 October 2023;
- (b) The Special Conditions of Contract;
- (c) The General Conditions of Contract;
- (d) The Employer's Requirements;
- (e) The Supplier's Electronic Bid dated 21 August 2023 and to our Notification Letter dated 10 October 2023.

Yours faithfully,



**R. Chowdharry**  
**Officer in Charge**

Annex

## **Performance Security**

*[The bank/Insurance Company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank/Insurance Company's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire NOT earlier than 60 days of *[insert month]* *[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

*[signatures of authorized representatives of the bank/insurance company and the Supplier]*

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<sup>1</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>2</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

## **Executive Summary**

1. The project caters for the procurement of the following:
  - Item 1: Switch Ring Main SF6 22kV - Indoor (2+2), qty: 100 units
  - Item 2: Switch Ring Main SF6 22kV - Indoor (3+1), qty: 100 units
2. The project shall be financed by CEB's own budgetary allocation, and the project cost was estimated at **MUR 120,000,000.00**
3. The tender OAB-TD-2023-4781 (IFB 6852) was launched on 22 July 2023 on an open advertised bidding principle via e-proc portal. The Closing Date for the tender was set for 21 August 2023.
4. On the closing date, eight (8) bidders submitted their proposals. The list of bidders is shown in the Table 1.

*Table 1 - List of bids received*

<i>Bid No.</i>	<i>Name of Bidder</i>
1.	<b>Nanjing Dulmison Electric Co. Ltd</b>
2.	<b>Gokhool Engineering &amp;</b>
3.	<b>Constructions Co LTD</b>
4.	<b>Energy &amp; Smart Automation Engineering Ltd</b>
5.	<b>Schneider Electric International</b>
6.	<b>Lucy Electric South Africa (Pty) Ltd</b>
7.	<b>Resul Equipamentos De</b>
8.	<b>Energia, S.A.</b>

5. Following verification of the Eligibility, Qualification criteria and technical responsiveness of the submitted offers, the BEC found that the following bidder was substantially responsive to the requirements of the bidding document for items 1 & 2:

*Table 2 – List of eligible and qualified responsive bidder*

<i>Bid No.</i>	<i>Responsive Bidder</i>
<b>5</b>	<b>Schneider Electric International</b>

6. Further to the financial evaluation, the ranking and the amount quoted of the one responsive bidder is shown in Table 3 below:

*Table 3 – Ranking of responsive bidder*

<i>Ranking</i>	<i>Responsive Bidder</i>	<i>Total Price excl. VAT (MUR)</i>
<b>1</b>	<b>Schneider Electric International</b>	<b>MUR 92,789,233.20</b>

Further to the above evaluation process for the tender OAB-TD-2023-4781 (IFB 6852), the BEC concluded that Bidder **Schneider Electric International** was ranked first after evaluation process for items 1 & 2. Therefore, the BEC recommends award of the contract for this project to Bidder **Schneider Electric International** for the amount of **MUR 92,789,233.20** excluding VAT.

## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Document Name: Procurement of Ring Main Units  
Tender NO. : CEB/IFB/2023/6852

1	1000172 456	Switch Ring Main SF6 22kv Indoor ( 2 plus 2) 22 kv SF6 Non Extensi ble Ring Main Unit (2 Switche s plus 2 Fuse Switch)	100	unit	0	0.0	N/A	0	0.00	0	0	0.00	N/A	0
2	1000172 457	Switch Ring Main SF6 22kv Indoor (3 plus 1) 22 kv SF6 Non Extensi ble Ring Main Unit (3 Switche s plus1 Fuse Switch)	100	unit	0	0.0	N/A	0	0.00	0	0	0.00	N/A	0

### COMMERCIAL EVALUATION TEMPLATE FOR GOODS PROCUREMENT

The data in this template is in read only mode and will be used for evaluation processes after opening of bids. You are only required to decrypt and re-encrypt this template.:

### BID SUBMISSION FORM (OAB - GOODS) (VER. 1.0)

If the prices in the Price Schedule or Bill of Quantities have been reworked please click on 'Decrypt' to ascertain that the amount and currencies in the Bid Submission Form match the amended prices:

Insert N/A if response is NOT APPLICABLE or N/AV if response is NOT AVAILABLE:

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Document Name: Procurement of Ring Main Units  
Tender NO. : CEB/IFB/2023/6852

To:

Central Electricity Board

We, the undersigned, declare that::

(a) We have examined and have no reservations to the Bidding Documents, including Addenda Number: Clarification1/Ext1

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services: Ring Main Units

(c) The total price of our Bid, excluding VAT and any discounts offered in item (d) below, is:

**Bid price, excluding VAT and discount, for base offer:**

Amount in figures	Item Reference
1850400 Euro (One Million Eight Hundred Fifty Thousand Four Hundred Euros Only)	Ring Main Units

**Bid Price for first option (at Bidder's discretion, where applicable) excluding VAT and discount:**

Amount in figures	Item Reference
0 Euro (Zero Euro Only)	Not Offered

**Bid Price for second option (at Bidder's discretion, where applicable) excluding VAT and discount:**

Amount in figures	Item Reference
0 Euro (Zero Euro Only)	Not Offered

**Bid Price for Alternative (at Bidder's discretion, where applicable) excluding VAT and discount:**

Amount in figures	Item Reference
0 Euro (Zero Euro Only)	Not Offered

(d) If our bid is accepted, the following discounts, excluding VAT, shall apply:

**Discount and methodology of its applications for base offer (at Bidder's discretion, where applicable)::**

Amount in figures	Methodology of application	Item Reference
0	Not Offered	N/A

**Discount and methodology of its applications for first option (at Bidder's discretion, where applicable)::**

Amount in figures	Methodology of application	Item Reference
0	Not Offered	N/A

**Discount and methodology of its applications for second option (at Bidder's discretion, where applicable)::**

Amount in figures	Methodology of application	Item Reference
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# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Document Name: Procurement of Ring Main Units  
Tender NO. : CEB/IFB/2023/6852

0	Not Offered	N/A
Discount and methodology of its application for alternative (at Bidder's discretion, where applicable):		
Amount in figures	Methodology of application	Item Reference
0	Not Offered	N/A

(e) Our bid shall be valid for a period as specified in ITB 21.1 from the date fixed for Bid Submission Deadline in accordance to ITB sub-clause 25.1: 120 Days

(f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract,;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries:  
Comply

(h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2,;

(i) Our firm, its affiliates or subsidiaries-including any subcontractor or supplier for any part of the contract-have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3:

(j) Margin of Preference:

We do not apply for Margin of Preference

(k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract (if none has been paid or is to be paid, indicate 'NONE'):

Nil

(l) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereunder and subscribe fully to the terms and conditions contained therein, if a Bid Securing Declaration is required. We understand that non-compliance to the conditions mentioned may lead to disqualification.:

(m) We are hereby submitting copy of our Bid Security, if so required by the procuring entity, in lieu of the Bid Securing Declaration.:

(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 Purchaser'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, subsidiary contracts, submission of bids or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. 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 offence and appropriate actions will be taken against such bidders.:

(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.:

## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Document Name: Procurement of Ring Main Units  
Tender NO. : CEB/IFB/2023/6852

Name of Person duly authorized to digitally signing the bid: M A H Domah

In the capacity of: Hub Leader

Duly authorized to digitally sign the bid for and on behalf of: Schneider Electric International  
Bid Securing Declaration:

By subscribing to the undertaking in respect of paragraph (1) 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 expiration 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.:

## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Document Name: Procurement of Ring Main Units  
Tender NO. : CEB/IFB/2023/6852



## Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(h)</b>	The Purchaser is The Central Electricity Board
<b>GCC 1.1 (m)</b>	The final Destination is DPU basis Port Louis Harbour Mauritius for Foreign Bidders and Delivery to Store/ DDP basis to CEB Main Stores, Abattoir Road, Roche Bois for Local Bidder.
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be Incoterms 2022.
<b>GCC 8.1</b>	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p><b>Attention:</b></p> <p><b>The Officer-in-Charge,</b></p> <p><b>Central Electricity Board</b></p> <p><b>Rue du Savoir</b></p> <p><b>Cyber City,</b></p> <p><b>Ebene</b></p> <p><b>Mauritius</b></p> <p><b>Telephone: (230) 404-2000</b></p> <p><b>Facsimile number: (230) 454-7630/32</b></p> <p><b>Electronic mail address: <u>ceb@intnet.mu</u></b></p>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>In the case of a dispute, that has remained unresolved between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius. GCC 10.2 (a) – All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p>

GCC 13.1	<p>Details of shipping and other documents to be furnished by suppliers are:</p> <ul style="list-style-type: none"> <li>(a) Suppliers Invoice (3 original) duly stamped and signed, disclosing the description of each item, the unit price, the total FOB value, the freight/insurance cost and the total DPU value separately.</li> </ul> <p>The Invoice should also bear the under-mentioned clause:</p> <p>“ We hereby certify that the particulars given in the invoice are correct and that no different Invoice in respect of the same good has been or will be issued”</p> <ul style="list-style-type: none"> <li>(b) The Transport Document that is either the Bill of Lading or the Airway Bill should be presented in three originals and three non-negotiable copies. The document should mention the Consignee's name, the notified party, number of packages shipped or air freighted, marks and numbers, the gross weight and volume and “Freight Prepaid” and “Shipped on Board” or “ Clean on Board”.</li> <li>(c) Insurance Certificate(1 original and one copy)</li> <li>(d) Packing lists</li> <li>(e) Advice of dispatch</li> <li>(f) Clearance Certificate for shipment of goods where applicable, issued by the Central Electricity Board or its representative.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>The Supplier shall be fully accountable for any delay faced by CEB in clearing the goods from Customs due to delays by the supplier to submit the relevant shipping documents or submission of erroneous shipping documents to the CEB.</p> <p>The CEB reserves the right to claim any associated costs, such as, but not limited to, demurrage charges and container restacking charges, from the supplier in the event of delays caused by the supplier in submitting the appropriate shipping document.</p>
GCC 13.2	The GCC 13.2 added to read as follows:

	Bidders who have quoted on a DPU basis shall provide shipping documents on the name of the Consignee (Central Electricity Board)
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p> <p>If prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used.</p>
GCC 16.1	<p>The method and conditions of payment to be made to the bidders under this Contract shall be as follows:</p> <p><b>A. Local Bidders:</b></p> <ol style="list-style-type: none"> <li>1. Payments to local bidders quoting on a DDP/ Delivery to Stores basis shall be made within twenty-one (21) working days upon submission of an Invoice and any other related documents.</li> </ol> <p>Payment by Letter of Credit and Advance Payment to Local Bidders is NOT acceptable.</p> <p><b>B. Overseas Bidders:</b></p> <p>For overseas bidders, the following Mode of Payment is acceptable</p> <ol style="list-style-type: none"> <li>1. Payment to overseas bidders quoting on a DPU basis shall be Cash Against Documents dispatched directly to CEB.</li> <li>2. Cash Against Document through Bank.</li> <li>3. Letter of Credit. <ol style="list-style-type: none"> <li>(a) Confirmed Letter of Credit: Confirmation charges at beneficiary's cost.</li> </ol> </li> </ol> <p>Transferable Letter of Credit and Advance Payment are NOT acceptable.</p> <p>Where the mode of payment is as per items 2 and 3 above, an amount of 10% of the total contract value shall be retained until the reception of the goods and paid by direct debit.</p> <p>In case the Supplier is an SME, payment will be effected within 14 working days.</p>
GCC 16.4 (b)	Local Suppliers shall be paid in Mauritian Rupees only. The prices shall be adjustable to fluctuation in the rate of exchange, as

	applicable.
<b>GCC 16.5</b>	<p>Interest shall be payable immediately after the due date for payment.</p> <p>The interest rate shall be the legal rate.</p>
<b>GCC 18.1</b>	<p>A Performance Security of an amount equivalent to 10% of the total contract value shall be required within 21 days from the issue of a Letter of Acceptance from a Commercial Bank/Insurance Company operating in Mauritius as per format enclosed.</p> <p>The Performance Security shall be valid 60 days beyond the final delivery date.</p>
<b>GCC 18.3</b>	The Performance Security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place as indicated in sub clause GCC 18.4
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be as appropriate</p> <p>The packing should be either sea-worthy or air worthy as appropriate.</p> <p>Markings shall mention the consignee's name and address, the Purchase Order Numbers, the Gross /Net weight, the dimensions and the content of each package.</p>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	<p>Responsibility for transportation of the goods shall be as follows:</p> <p>DPU Basis Including Insurance. The successful bidder shall pay for all costs including landing and unloading charges until the final place of destination (Port Louis Harbour) as specified in this document excluding Import Customs Clearance, Transportation from place of destination to warehouse and Import Taxes.</p> <p>DDP Basis Including Insurance. The Successful bidder shall be responsible for all costs involved from the bidder's warehouses, including Import Customs Clearance, Import Taxes and Transportation until our Warehouse/Stores.</p>



<b>GCC 26.1</b>	The inspections and tests shall be: The Manufacturer shall carry out all routine tests, if applicable, and submit all the tests report to the CEB or its representative at the time of pre-shipment inspection, for verification.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at the <b>Supplier's Factory</b> .
<b>GCC 27.1</b>	The liquidated damages shall be 2.0 % of the contract value per week of delay or part thereof.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be 10% of the contract value.
<b>GCC 28.3</b>	The period of warranty shall be 12 months from delivery.  For purposes of the Warranty, the place(s) of final destination(s) shall be CEB Main Store, Abattoir Road, Roche Bois.
<b>GCC 28.5</b>	The period for repair or replacement shall be <b>30 days after receipt of the faulty items by the supplier.</b>