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 “Construction of a New Community Health Centre at Trou D'eau Douce (eProc Reference No: HEALTH/IFB/2020/54)”, the contract has been awarded to Modern Jurassic Building & Construction Limited for the total amount of Rs 19,890,900.00 (Rupees Nineteen Million Eight Hundred and Ninety Thousand Nine Hundred only) excluding VAT.

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

09 November 2021
Dear Sir,

Construction of Community Health Centre at Trou D'eau Douce

Please refer to this Ministry's notification letter dated 19 March 2021 and your offer dated 28 December 2020 in response to our Invitation For Bid, e-Procurement System Ref. No: HEALTH/IFB/2020/54 dated 30 November 2020 on the above subject.

2. We wish to inform you that your offer for the Construction of a New Community Health Centre at Trou D'eau Douce, for the total amount of Rs 19,890,900.00 (Rupees Nineteen Million Eight Hundred and Ninety Thousand Nine Hundred only) exclusive of VAT, subject to the specifications, terms and conditions of the bidding documents, has been approved.

3. You are therefore requested to:

(i) submit a Performance Security as per ITB Clause 40.1 of the Bidding Data Sheet and Particular Conditions of Contract GCC Clause 49.1, representing 10% of the contract price, within twenty one (21) days from the date of this Letter of Award;

(ii) forward the Insurance Cover Policies within twenty one (21) days as from the date of this Letter of Award in accordance with Particular Conditions of Contract GCC Clause 2.3(i) and 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 Date** for the whole of the works shall be **330 calendar days** as from the start date.

5. Liquidated damages for the whole of the works shall be **Rs 28,000.00 per day**. The maximum amount of liquidated damages for the whole of the works is **Rs 2,800,000.00**.

6. The Defect Liability period for the contract shall be **365 calendar 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 Award by return fax No. **(211 6864)** within **ten (10) days** as from the date of this letter.

9. Any correspondence or query in regard to this Award should be addressed to the Ag. Senior Chief Executive, Attn: Mr R. Nursing, 5th floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis.

10. Until and unless a formal agreement is signed, this Letter together with your Bid shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,

P. Mawah
for Ag. Senior Chief Executive
Ministry of Health and Wellness

Contract Agreement

THIS AGREEMENT made on the ___ day of September 2021, between, the Ministry of Health and Wellness (hereinafter called the “Employer”) represented by the Senior Chief Executive or her representative, of the one part, and Modern Jurassic Building & Construction Ltd represented by 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 “Construction of Community Health Centre at Trou D’eau Douce”, file references: MHPQ/NMW&S/2020-2021/Q75 & MHPDO/NMW&S/20202021/DO117 should be executed by the Contractor, and has accepted the Bid, dated 30 November 2020, submitted by the Contractor for the execution and completion of these Works and the remedying of any defects therein, for corrected amount of Rs 19,890,900.00 (Rupees Nineteen Million Eight Hundred and Ninety Thousand Nine Hundred only) excluding VAT.

The intended completion period for the whole works of this project is three hundred and thirty (330) calendar days as from the start date.

The site possession date and start of the work shall be on the day of handing over which will be communicated to you in due course.

The liquidated damages for the whole of the Works shall be Rs 28,000.00 per day. The maximum amount of Liquidated damages for the whole of the works is Rs 2,800,000.00

The Employer and the Contractor agree 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 Addendum;
(d) the Particular Conditions of Contract;
(e) the General Conditions of Contract;
(f) the Scope of Works, Specifications, drawings; and
(g) the completed Schedules
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works 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 remediying 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 Ltd 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 Ltd 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 Ltd such loss and damages caused to it by the acts or omissions of Modern Jurassic Building & Construction Ltd, its employees, préposés and/or agents.”

Signature of representative of the Employer

Name: Mr P. Mawah
Title: Permanent Secretary for Senior Chief Executive
Ministry of Health and Wellness

Signature of representative of the Contractor

Name: Mr Hemraj Ramsurn
Title: Managing Director
Modern Jurassic Building and Construction Ltd

Seal of the Employer

Seal of the Contractor
Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Document Name: Construction of New Community Health Centre at Trou d'Eau Douce
Tender NO.: HEALTH/TPB/2020/64

<table>
<thead>
<tr>
<th>Base Price Activity Schedule:</th>
<th>Total Price - Detailed Activity Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>19660900.00</td>
<td></td>
</tr>
</tbody>
</table>

(iv) Alternate to Base Price Activity Schedule (if allowed by Public body):
Alternate to Base Price Activity Schedule:

<table>
<thead>
<tr>
<th>Total Price - Alternate Activity Schedule</th>
</tr>
</thead>
</table>

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

(i) Discount on Base Bid:

<table>
<thead>
<tr>
<th>Discount</th>
<th>Methodology</th>
</tr>
</thead>
</table>

(ii) Discount on Alternate to Base Bid:

<table>
<thead>
<tr>
<th>Discount on alternate to Base Bid</th>
<th>Methodology</th>
</tr>
</thead>
</table>

(iii) Discount on Base Price Activity Schedule:

<table>
<thead>
<tr>
<th>Discount on Base Price Activity Schedule</th>
<th>Methodology</th>
</tr>
</thead>
</table>

(iv) Discount on Alternate to Base Price Activity Schedule:

<table>
<thead>
<tr>
<th>Discount on alternate to Base Price Activity Schedule</th>
<th>Methodology</th>
</tr>
</thead>
</table>

(e) Our bid shall be valid for a period of (insert validity period as specified in TTB 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;

(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**

Document Name: Construction of New Community Health Centre at Trou d’Eau Douce

Tender No.: HEALTH/TFB/2020/34

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Requirement</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.16</td>
<td>Speed of backbone connection between switches</td>
<td>At least 1 Gigabit (Ethernet)</td>
<td>comply</td>
</tr>
<tr>
<td>6.17</td>
<td>DATA CABINET</td>
<td>Sub-title</td>
<td>comply</td>
</tr>
<tr>
<td>6.18</td>
<td>Minimum of 3U spare capacity</td>
<td>Yes</td>
<td>comply</td>
</tr>
<tr>
<td>6.19</td>
<td>INSTALLATION AND COMMISSIONING</td>
<td>Sub-title</td>
<td>comply</td>
</tr>
<tr>
<td>6.2</td>
<td>Installation, Configuration &amp; Commissioning of the Complete Solution</td>
<td>Yes</td>
<td>comply</td>
</tr>
</tbody>
</table>

**BID SUBMISSION FORM (VER. 1.0)**

Please click on 'Decrypt' to fill the Bid Submission Form, and to ascertain that the amount and currencies that have been carried forward are the same as per your price breakdown as worked out in the Price Schedules or Bill of Quantities:

To: The Ministry of Health and Wellness

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 are in conformity with the Bidding Documents: Construction of New Community Health Centre at Trou d’Eau Douce

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, if applicable:

<table>
<thead>
<tr>
<th></th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[ii] Price brought forward from detailed Bill of Quantity - Alternate Bid, if applicable and if provided by supplier:

<table>
<thead>
<tr>
<th></th>
<th>Total Price - Alternate Bid (if allowed by public body)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[iii] Price brought forward from Detailed Activity Schedule, if applicable:
Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Document Name: Construction of New Community Health Centre at Trou d'Eau Douce
Tender No. 1: HDL/IFB/2020/44

(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.

(ii) We are not participating, as a bidder in more than one bid in the bidding process or 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.

1) Are you a government owned entity?: No
If Yes, we are a government owned entity but meet the requirements of ITB 3.9. If No, select Not Applicable.

m) Margin of Preference: We do not apply for margin of preference.

n) We have taken steps to ensure that no one 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 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 Contractor's Representative:

Insert complete name of person digitally signing the bid and 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 Template:

Insert complete name of Bidder:

Hemraj Ramsurn

Modern Jurassic Building and Construction LTD

Page 78 of 80
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.
Ministry of Health and Wellness

Addendum No. 1

Construction of a New Community Health Centre
at Trou D’Eau Douce
Reference. No: HEALTH/IFB/2020/54

To: All Potential Bidders

Please refer to this Ministry’s invitation for bids for the above subject.

2. Accordingly, you are hereby informed that the closing date for submission of bids and opening of bids has been extended as per the undermentioned schedule:

- Bids must be submitted online on the eProcurement System at latest by Monday 11 January 2021 as per Key Activity Schedule.

- Bidders who have submitted bids online by the closing date and time shall decrypt and re-encrypt their bids as per Key Activity Schedule.

- Bids will be opened online in the presence of the bidders’ representatives who choose to attend at the address given hereunder as per Key Activity Schedule.

3. Bidders are kindly requested to take note of the above Addendum and submit their bids accordingly.

4. Any inconvenience caused is much regretted.

Ag.Senior Chief Executive
Ministry of Health and Wellness.
23 December 2020
Section II- Bidding Data Sheet

A. General

<table>
<thead>
<tr>
<th>ITB 1.1</th>
</tr>
</thead>
</table>
| Name of Public Body: **Ministry of Health and Wellness**  
5th Floor, Emmanuel Anquetil Building  
Port Louis |

Name of the Project: **Construction of a New Community Health Centre at Trou D’eau Douce.**

Identification No. of the Project: **HEALTH/IFB/2020/54**

Bidding Method: **Open National Bidding**

Participation is limited to citizens of Mauritius or entities incorporated in Mauritius. Joint Ventures should be among entities incorporated in Mauritius.

The name of the Project is: **Construction of a New Community Health Centre at Trou D’eau Douce.**

The works will consist of:

a) Demolition works
b) Construction Works
c) Site Works

a) Demolition works

The demolition works consist of the following:

- Pulling down of the existing building and re-using the stones as cladding on the front facade of the CHC.
- Pulling down of the stone walls and stones to be re-used as far as possible as paving.
- The water tank, refuse bin, gates and fencing to be demolished and carted away.
- Felling down of trees which may hamper the new construction.

b) Construction Works

The construction works consist of a G+1 development with an access leading to the roof of the Community Health Centre from the service terrace. The building will be of a concrete structure, rendered and painted with concrete slabs covered with profiled metal sheeting. The front elevation will consist of stone cladding.
Construction works will also consist of installation of aluminum openings, ceramic tiles and sanitary wares. Mechanical and electrical works as well as data cabling for LAN network will also form part of the project.

c) Site works
The site works consist of the following and as per drawings:

- Felling down of trees and carting away as per forestry’s guidelines and recommendation.
- Construction of a new septic tank & leaching field.
- New manholes, grease traps, gully traps, soak aways, catch pits among all other site services.
- Building services include a water tank and pump room on ground, a water tank on the roof and a solar water heater on the roof (with waterproofing) for the CHC.
- Provision for indoor air conditioning system.
- Construction of block work boundary walls including a sliding gate and a pedestrian gate.
- New tarmac and parking areas for 3 vehicles.
- Interlocking bricks on both sides of the CHC.
- Covered drains at the entrance gate and along the rear boundary wall of the CHC.

**ITB 1.2**

The Intended Completion period is 330 calendar days from date of start of work.

**ITB 2.1**

The Funding Agency is: Republic of Mauritius

**ITB 3.3**

(a) The address, telephone and e-mail address to file challenge in respect of this procurement is:

Senior Chief Executive  
Ministry of Health and Wellness,  
5th Floor, Emmanuel Anquetil Building  
Port Louis  
Tel: +230 201 3706  
Fax:+230 211 6864

(b) The address to file Application for Review is:

The Chairman  
Independent Review Panel,  
5th Floor,  
Belmont House  
Intendance Street  
Port Louis  
Tel : +2302602228  Email : irp@govmu.org

**ITB 5.4**

The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office:  
[ppo.govmu.org](http://ppp.govmu.org)
<table>
<thead>
<tr>
<th>ITB 6.2</th>
<th>The information required from bidders in ITB Sub-Clause 6.2 is modified as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 6.2 (a)</td>
<td>The Contractor should have a valid registration certificate with the CIDB in <strong>Building Construction Works.</strong></td>
</tr>
<tr>
<td>ITB 6.2 (c)</td>
<td>The essential equipment to be made available for the Contract by the successful Bidder shall be: <strong>Excavator, Skid Loader, Concrete Mixer, Elevator, Poker Vibrator, Jet frames</strong> or equivalent. Bidder to indicate whether equipment is owned or hired. <strong>Bidder shall upload on the e-PS under the Template – 1.3</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 6.2 (d)</th>
<th><strong>Key Site Personnel and Technical Personal required:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number Required</td>
<td>Key Personnel</td>
</tr>
<tr>
<td>One</td>
<td>Site Agent (on a full time basis)</td>
</tr>
<tr>
<td>One</td>
<td>General Foreman (on a permanent basis)</td>
</tr>
<tr>
<td>One</td>
<td>Electrical Engineer</td>
</tr>
<tr>
<td>One</td>
<td>Electrical Technician</td>
</tr>
<tr>
<td>One</td>
<td>Mechanical Engineer</td>
</tr>
<tr>
<td>One</td>
<td>Health and Safety Officer</td>
</tr>
<tr>
<td>One</td>
<td>IT Officer</td>
</tr>
</tbody>
</table>

The bidder shall upload: (i) recent signed C. Vs of the proposed personnel, detailing experience and qualifications, (ii) signed agreements and undertakings from the proposed personnel to be deployed on this contract.

Bidder shall upload on the e-PS under the Template – 1.4

**ITB 6.2 (f)**

The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability.

Bidders must have earned profit in at least one year over the last (three) 3 years.

Financial statements should be for the last three (3) years.

Bidders are required to submit selected data extracted from Audited Accounts/Financial Statements as per Key Financial Information Form in Section III. (Scanned copy of the form should be uploaded on the e-PS
<table>
<thead>
<tr>
<th>Section III- Response Templates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>under the Template – 1.6).</strong></td>
</tr>
</tbody>
</table>

| ITB 6.3 (a), | The Contractor must demonstrate that it has a valid registration grade with the CIDB in line with Part C of 2nd Schedule of the CIDB Act 2008, which would allow him to undertake the value of works he/she is bidding. |
|--------------------------------|
| **Bidder shall upload on the e-PS under the Template – 1.1** |

| ITB 6.3 (b) | The Contractor shall demonstrate that it is registered with the CIDB under the following class(es): **Building Construction Works**. The bidder should ensure that he has the capacity to undertake works in all the classes of works involved. Otherwise, he must ensure that all sub-contractors proposed are registered with CIDB in the appropriate class of works. |
|--------------------------------|
| **Bidder shall upload on the e-PS under the Template – 1.1** |

| ITB 6.3 (c) | The essential equipment to be made available for the Contract by the successful Bidder shall be: **Excavator, Skid Loader, Concrete Mixer, Elevator, Poker Vibrator, Jet frames** or equivalent. |
|--------------------------------|
| **Bidder shall upload on the e-PS under the Template – 1.3** |

| ITB 6.3 (d) | Requirements for ‘Contract Manager’ One Contract Manager/Supervisor with a minimum of 10 years experience in works of an equivalent nature and volume, including no less than five years as Contract Manager and holding at least a degree in Building and Civil Engineering or any similar qualifications from a recognised institution and registered with his/her respective professional body in Mauritius. The duties of whom shall amongst others comprise attendance to all site meetings, coordination meetings and site visits. The bidder shall upload: |
|--------------------------------|
| (i) recent signed C. Vs of the proposed Contract Manager, detailing experience and qualifications, (ii) signed agreements and undertakings from the proposed Contract Manager |
| **Note: Non submission of proposed personnel as required above with required experience and qualifications at the time of bidding shall entail rejection of bid.** |
| **Bidder shall upload on the e-PS under the Template – 1.4** |

| ITB 6.3 (e) | (i) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be **MUR 5.0 Million (Rupees Five Million)** |
|--------------------------------|
(ii) With respect to specific cash flow requirements, the bidder should submit documentary evidence mentioning the name of this project and its reference where applicable. Non submission of the supporting documents shall lead to the rejection of the bid

Bidders to demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for the contract and its current commitments.

Documentary evidence may comprise but is not limited to:

- Bank Certificate
- Certificate from Auditors
- Certificate from a Professional Accountant Registered with MIPA
- Certificate from Insurance companies

Bidder shall upload on the e-PS under the Template – 1.7

| ITB 8.1 | For clarification purposes only: Bidders are required to submit the queries / requests for clarifications 14 days prior to the deadline for Bid submission (Bid Preparation and Hash Submission) |

**B. Bidding Documents**

| ITB 9.2 | A Pre-bid meeting to be scheduled on 09 December 2020 at 10.30 hrs on site. |

**C. Preparation of Bids**

| ITB 13.1 (f) | Any additional materials required to be completed and submitted by the Bidders are:

1) Technical sheets and Technical literature of materials and equipment to be used for Electrical Installation Works as specified.

2) A statement of undertaking to observe, in competing for and executing the contract, Mauritian’s laws against fraud and corruption including bribery.

3) The experience and qualifications of the personnel as proposed by the bidder for the works.

4) The list of equipment to be used for the works.

5) Financial Statements for the last three years

6) Original documentary evidence from recognized financial institutions regarding Bidder’s liquid asset and/or availability of credit facilities of |
Minimum Amount of MUR 5,000,000.

7) Other original documentation demonstrating the bidder’s access to or availability of financial resources to meet the total construction cash flow demands of the project.

| ITB 15.1 | (a) Alternative bids **shall not be** permitted.  
(b) Alternative times for completion **shall not be** permitted.  
(c) Alternative Technical Proposal **shall not be** permitted. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 17.1</td>
<td>The Contract is not subject to price adjustment in accordance with GCC Clause 44.</td>
</tr>
<tr>
<td>ITB 17.2</td>
<td>Interim Payment for Plant and Material on site is applicable.</td>
</tr>
<tr>
<td>ITB 19.1</td>
<td>The Bid shall be valid for <strong>90 days</strong> as from the deadline set for the submission of bid.</td>
</tr>
<tr>
<td>ITB 20.1</td>
<td>Bid shall include a subscription to a Bid Securing Declaration</td>
</tr>
</tbody>
</table>

**D. Submission of Bids**

| ITB 22.1 (a) | Bidders shall submit their bids electronically. |
| ITB 23.1 | Bidders shall submit their bids electronically.  
Bidders shall complete their bid preparation and hash submission on line before the start Date and Time for Bid closing,  
**Bid Closing:**  
Start Date and Time (Mauritian): As per Key Activity Schedule  
End Date and Time (Mauritian): As per Key Activity Schedule |
| ITB 26.1 | **Bid Data decryption and re-encryption**  
Bidders shall decrypt and re-encrypt their bids (as explained in the Guideline) within the time frame indicated hereunder:  
Start Date and Time (Mauritian): As per Key Activity Schedule  
End Date and Time (Mauritian): As per Key Activity Schedule |
| ITB 26.3 | **Bid Opening**  
**Online Bid Opening**  
Start Date and Time (Mauritian): As per Key Activity Schedule |
End Date and Time (Mauritian): As per Key Activity Schedule

Bids shall be opened online at the Ministry of Health and Wellness. The Ministry of Health and Wellness shall conduct the Bid Opening online at its office situated at the 5th Floor, Emmanuel Anquetil Building, Port Louis

### E. Evaluation and Comparison of Bids

| ITB 32 | Margin of Preference has been suspended |
| ITB 37.2 |
| 1. In line with Government Decision, the Public Body shall, prior to award request the lowest substantially responsive bidder to submit a “Tax Clearance Certificate” from the MRA within a period of one week, confirming that the bidder has filed his tax returns and paid tax due. |
| 2. In case the Successful bidder does not submit the “Tax Clearance Certificate”, the Public Body may consider the next lowest substantially responsive bidder to equally comply with paragraph 1 above. |
| 3. It is brought to the attention of the Bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA website: www.mra.mu. The bidder is requested to use the reference of the letter issued by the Public Body to access the system. |

### F. Award of Contract

| ITB 40.1 | The Standard Form of Performance Security acceptable to the Public Body shall be “a Bank/Insurance Guarantee”. The Bank/Insurance guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and excluding VAT. The Performance Security shall be from a local bank or local insurance company and shall be unconditional (on demand) (see Section VIII. Security Forms. |
| ITB 40.3 | Not Applicable |
| ITB 41 | The Advance Payment shall be limited to 10% of the Contract Price less the provisional and contingencies sums. |
| ITB 42.1 | Interim Payment for Plant and Material on site is applicable. |
Section VII. Particular Conditions of Contract

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

These clauses should be read in conjunction with the General Conditions of Contract

<table>
<thead>
<tr>
<th>A. General</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 1.1 (r)</td>
</tr>
<tr>
<td>GCC 1.1 (v)</td>
</tr>
<tr>
<td>GCC 1.1 (y)</td>
</tr>
<tr>
<td>GCC 1.1 (aa)</td>
</tr>
<tr>
<td>GCC 1.1 (dd)</td>
</tr>
<tr>
<td>GCC 1.1 (hh)</td>
</tr>
</tbody>
</table>
The construction works consist of a G+1 development with an access leading to the roof of the Community Health Centre from the service terrace. The building will be of a concrete structure, rendered and painted with concrete slabs covered with profiled metal sheeting. The front elevation will consist of stone cladding. Construction works will also consist of installation of aluminum openings, ceramic tiles and sanitary wares. Mechanical and electrical works as well as data cabling for LAN network will also form part of the project.

i) **Site works**

The site works consist of the following and as per drawings:

- Felling down of trees and carting away as per forestry’s guidelines and recommendation.
- Construction of a new septic tank & leaching field.
- New manholes, grease traps, gully traps, soak aways, catch pits among all other site services.
- Building services include a water tank and pump room on ground, a water tank on the roof and a solar water heater on the roof (with waterproofing) for the CHC.
- Provision for indoor air conditioning system.
- Construction of block work boundary walls including a sliding gate and a pedestrian gate.
- New tarmac and parking areas for 3 vehicles.
- Interlocking bricks on both sides of the CHC.
- Covered drains at the entrance gate and along the rear boundary wall of the CHC.

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<table>
<thead>
<tr>
<th>GCC 2.2</th>
<th>Sectional Completions are: <strong>Not Applicable</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 2.3(i)</td>
<td>The following documents also form part of the Contract:</td>
</tr>
<tr>
<td></td>
<td><strong>Performance Security, Insurance Policies, Scope of Works, drawings, specifications, Conditions of contract, Particular conditions of contract, Priced activity schedules and addenda.</strong></td>
</tr>
<tr>
<td></td>
<td>The performance security and insurance policies shall be submitted within 21 calendar days as from the date of receipt of Letter of Acceptance, for verification by the Quantity Surveyor. The documents need to be in order before the handing over of site.</td>
</tr>
<tr>
<td>GCC 3.1</td>
<td>The language of the contract is English</td>
</tr>
<tr>
<td>GCC 5.1</td>
<td>The Project manager <strong>may</strong> delegate any of his duties and responsibilities.</td>
</tr>
<tr>
<td>GCC 8.1</td>
<td>Schedule of other contractors: <strong>as per Main Contractor’s</strong></td>
</tr>
</tbody>
</table>
| GCC 13.1 | Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the cover shall apply separately to each insured as though a separate policy had been issued to each of the joint insured. The minimum insurance amounts shall be:

(a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...)

(b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.

(c) for injury to persons and loss or damage to property for an amount of 10 (Ten) Million Rupees representing each Party’s liability for any loss, damage, death or bodily injury which may occur to any physical property [except the Works, Plant, Materials, Equipment insured under GCC 13.1 (a) & (b)] or to any person [except for Contractor's employees insured under GCC 13.1 (d)(i)] including the Employer and its representatives which may arise out of the Contractor’s performance of the contract.

This insurance shall be for a limit per occurrence of not less than the amount stated above (i.e Rs 10 million), with no limit in number of occurrences.

(d) for personal injury or death:
   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].

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

The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.

| GCC 13.3 | Delete content of Sub Clause 13.3 entirely and replace by “If the Contractor does not provide any of the policies and certificates required, this may constitute a breach of the contractors obligations under the bid conditions and may entail forfeiture of bid security or performance security or any action by the Employer under the Bid Securing Declaration”

| GCC 13.7 | Add the following new sub clause |
“13.7 – In the Event works are carried out beyond the Intended Completion Date or the Intended Completion date is extended, the contractor shall extend the Insurance policies to cover for the extended period and defects liability period. Failure on the part of the contractor to comply with the above condition may entail:

(a) Non- certification of payment  
(b) Termination of contract  
(c) Forfeiture of the Performance security.

**GCC 14.1** Site Data are: **There are no Site Investigation Reports for this project.**  
Bidders are however advised to visit the site prior to submission of bid. They should acquaint themselves with the nature of the site, extent of the work, means of access, general nature of the soil and all other matters which may influence their bid.

No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.

**GCC 20.1** The Site Possession Date(s) shall be: **On the day of the handing over of site which will be communicated to the contractor after receipt of Performance Security, Preference Security, if applicable, Insurance Policy all as per requirements.**

The area of the site which may be occupied by the Contractor for his use as site office or for erection of workshop etc. shall be approved by the Project Manager or his representative.

**GCC 23.1 & GCC 23.2** Appointing Authority for the Adjudicator: **No Adjudicator shall be appointed for this Contract.**

**GCC 24.** 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”

**GCC 24.3** Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: **Not applicable.**

**GCC 24.4** Not applicable
### B. Time Control

**GCC 25.1**  
The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.

**GCC 25.3**  
Delete the words "*In the case of a lump sum contract, the contractor shall provide an updated Activity Schedule within 14 calendar days of being instructed to by the Project Manager*” in line 8 of clause 25.3

The period between Program of Works updates is **30 calendar days**.

The amount to be withheld for late submission of an updated Program of Works is **Rs 25,000 in the next payment certificate.**

### C. Quality Control

**GCC 33.1**  
The Defects Liability Period is: **365 calendar days**

**GCC 35.2**  
Delete “is” and replace by “may be “after line 3 in clause 35.2

**GCC 35.3**  
Add new sub clause “35.3-Where a work is implied in the drawings or specifications or description of works and not itemized in the Activity Schedule, any such work shall be deemed to have been priced elsewhere in the contract price”

**GCC 35.4**  
Add new sub clause “35.4 -Any prices in the activity schedule shall be fully inclusive for the finished works described under the respective work item and drawings and/ or specifications and scope of works”

**GCC 36.2**  
Delete sub Clause 36.2 entirely

**GCC 37.1**  
Delete “, and, in the case of lump sum contract, also in the activity schedule,” in line 1 of sub clause 37.1

**GCC 37.2**  
Add “Omissions and additions shall be measured and valued at fair rates and prices, having regards to current market prices. The contractor shall supply all information required by the Project Manager to enable him to value a variation” after line 6 of clause 37.2

**GCC 38.1**  
Delete the words “, or in the case of a lump sum contract, the Activity Schedule,” in line 1 of clause 38.1
| GCC 39.4 | Replace the words “...value of completed activities in the Activity Schedule.” in line 2 & 3 of clause 39.4(b) by “percentage value of activities in the Activity Schedule subject to clause 35.2”. |
| GCC 39.7 | Interim Payment for Plant and Material on site is applicable. The payment will be 80% of the Project Manager’s determination of the cost of plants and materials delivered on site. |

### D. Cost Control

**GCC 41.1 (l)**
The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:

1. 100 mm rainfall or above recorded in one day at the nearest rain station;
2. An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius; and
3. Cyclone warning Class III or IV.

**GCC 43.1**
The currency of the Employer's country is: **Mauritian Rupees**.

**GCC 44.1**
The Contract is **not** subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients **does not apply**.

**GCC 45.1**
The proportion of payments retained is:

- 10% of the value of work certified up to completion of works and 5% up to issue of making good defects certificate./

**GCC 46.1**
The liquidated damages for the Works is: **Rs 28,000 per day**.
The maximum amount of liquidated damages for the Works is: **Rs 2,800,000**.

**GCC 47.1**
Not applicable

**GCC 48.1**
The Advance Payments shall be: **10% maximum of the contract price less contingency sum and shall be paid to the contractor no later than twenty-eight (28) days from the date of issue of certificate**. The Advance Payment shall be recovered through contractor’s running account bills at the rate of 12.5% of the gross value of works done including materials on site.

The Advance Payment shall be recovered in full when eighty per cent (80%) of the Accepted Contract Amount has been certified for payment.

**GCC 49.1**
The Performance Security amount is **10% of the contract price inclusive of provisional and contingencies sum and excluding VAT, in the form of a Bank Guarantee as per the format in Section VIII. and shall be valid up to a date twenty-one (21) calendar days after the end of the Defects Liability**
Period (DLP). Where the Performance Security expire before the date twenty-one calendar days after the end of the DLP, the contractor shall extend the Performance Security to cover the period up to the latest date of the DLP plus twenty-one calendar days. Failure to extend the validity of the Performance Security twenty-one calendar days prior to its expiry may entail forfeiture of the full amount of the Performance Security.

Note: The Contractor shall execute all work required to remedy defects or damage, as may be notified to him by or on behalf of the employer, on or before the expiry date of the DLP or any extended date if a defect or damage cannot be remedied by the expiry date, all at the risk and cost of the contractor.

**E. Finishing the Contract**

<table>
<thead>
<tr>
<th>GCC 55.1</th>
<th>The date by which operating and maintenance manuals are required is the <strong>date of completion</strong>. The date by which “as built” drawings are required is the <strong>date of completion</strong>.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 55.2</td>
<td>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is <strong>Rs 10,000</strong>.</td>
</tr>
<tr>
<td>GCC 57.2 (g)</td>
<td>The maximum number of days is: <strong>100 days</strong></td>
</tr>
<tr>
<td>GCC 59.1</td>
<td>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <strong>30%</strong></td>
</tr>
</tbody>
</table>