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 Pointe aux Sables (eProc Reference No: HEALTH/IFB/2020/53)”, the contract has been awarded to Modern Jurassic Building & Construction Limited for the total amount of Rs 29,108,000.00 (Rupees Twenty Nine Million One Hundred and Eight Thousand only) including contingencies of Rs 1,700,000.00 excluding VAT.

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

26 October 2021
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,

Construction of Community Health Centre at Pointe aux Sables


2. We wish to inform you that your offer for the Construction of a New Community Health Centre at Pointe aux Sables, for the total amount of Rs 29,108,000.00 (Rupees Twenty Nine Million One Hundred and Eight Thousand only) including contingencies of Rs 1,700,000.00 excluding 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 285 calendar days as from the start date.

5. Liquidated damages for the whole of the works shall be Rs 30,000.00 per day. The maximum amount of liquidated damages for the whole of the works is Rs 1,800,000.00.

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 10th day of October 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 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 “Construction of Community Health Centre at Pointe aux Sables”, file reference: MHPDO/NMW&S/20202021/DO126 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 amount of Rs 29,108,000.00 (Rupees Twenty Nine Million One Hundred and Eight Thousand only) including contingencies of Rs 1,700,000.00 excluding VAT.

The intended completion period for the whole works of this project is two hundred and eighty five (285) 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 30,000.00 per day. The maximum amount of Liquidated damages for the whole of the works is Rs 1,800,000.00

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 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 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
### Total Price - Activity Schedule

The total price activity schedule details the breakdown of costs associated with each activity. The schedule includes a column for each activity, listing the total quantity and base price. The total price is calculated by multiplying the quantity by the base price for each activity.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Total Quantity</th>
<th>Base Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity 1</td>
<td>100</td>
<td>50</td>
<td>5000</td>
</tr>
<tr>
<td>Activity 2</td>
<td>200</td>
<td>25</td>
<td>5000</td>
</tr>
<tr>
<td>Activity 3</td>
<td>150</td>
<td>30</td>
<td>4500</td>
</tr>
</tbody>
</table>

The total price activity schedule is an essential tool for project management, ensuring that all activities are accounted for and that the total cost is accurately calculated. It helps in making informed financial decisions and managing resources effectively.
In accordance with the tender document, we are not aware of any non-conformance or non-compliance with the bidding process other than the bidding process is open.

We are including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest.

If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the bidding document.

We are hereby submitting a copy of our bid security, in lieu of a bid security.

We hereby declare that the information contained herein is correct and true to the best of our knowledge and belief. We understand that any false or misleading information may result in disqualification of the bid.

Date of submission: 12/02/2023
Date of opening: 12/02/2023

<table>
<thead>
<tr>
<th>Methodology</th>
<th>Discount on alternate to base price activity schedule</th>
</tr>
</thead>
<tbody>
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<td>Methodology</td>
<td>Discount on alternate to base price activity schedule</td>
</tr>
<tr>
<td>Discount on base bid</td>
<td>Discount on base bid</td>
</tr>
</tbody>
</table>

(1) Discount on base bid: $12,000

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

(3) Total price - alternate activity schedule:

(4) Price brought forward from alternate activity schedule, if applicable, and if provided by supplier:

Tender No.: H7058/19/2023
Document Name: Construction of New Community Health Centre at Ponne Nilambur

Government of Karnataka - Procurement System
Addendum No. 1

Construction of a New Community Health Centre
at Pointe aux Sables
Reference. No: HEALTH/IFB/2020/53

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 up to 13.01.

- Bidders who have submitted bids online by the closing date and time shall decrypt and re-encrypt their bids on Monday 11 January 2021 as from 15.01 hours till Wednesday 13 January 2021 at 13.00 hours.

- Bids will be opened online in the presence of the bidders’ representatives who choose to attend at the address given hereunder on Wednesday 13 January 2021 at 13.01 hours.

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.
22 December 2020
Addendum No. 2
Construction of a New Community Health Centre
at Pointe aux Sables
Reference No: HEALTH/IFB/2020/53

To: All Potential Bidders

Please refer to this Ministry's Invitation For Bids on the above subject.

Following requests for clarification, please find below the corresponding information:

<table>
<thead>
<tr>
<th>SN</th>
<th>CLARIFICATION REQUESTED</th>
<th>REPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>With reference to page 69 Section 4.53 of the specifications for RCBO, please provide the following information:</td>
<td>The minimum breaking capacity of the RCBO is 6 kA as already mentioned at Section 4.53</td>
</tr>
<tr>
<td>a)</td>
<td>BS Standard to which it is referred</td>
<td>The RCBO shall be to BS EN 61009-1</td>
</tr>
<tr>
<td>b)</td>
<td>Since the RCBO has different breaking capacities, elaborate on which breaking capacity has been referred to in this section.</td>
<td>The minimum breaking capacity of the RCBO is 6 kA as already mentioned at Section 4.53</td>
</tr>
</tbody>
</table>

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

Ag. Senior Chief Executive
Ministry of Health and Wellness.
04 January 2021