



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 New Area Health Centre at Bambous (IFB Reference No.:HEALTH/IFB/2022/845 and CPB Reference No.: CPB/69/2022)**”, the contract has been awarded to **Canakiah Associates Co. Ltd of SSR Avenue, Quatre Bornes** for the sum of **Rs 79,314,750.00 (Rupees Seventy-Nine Million Three Hundred and Fourteen Thousand Seven Hundred and Fifty only)**.

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

22 August 2023



Ministry of Health and Wellness

Contract Agreement

THIS AGREEMENT made on the 8th day of August 2023, between, the Ministry of Health and Wellness (hereinafter called the "Employer") represented by the Acting Senior Chief Executive or her representative, of the one part, and Canakiah Associates Co. Ltd represented by its Director, Mr Ramoortee Canakiah of SSR Avenue, Quatre Bornes (hereinafter referred to as "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as "Construction of New Area Health Centre at Bambous", file reference: MHPQ/NMW&S/2022-2023/Q12 (CPB Reference: CPB/69/2022; e-Procurement Reference No: HEALTH/IFB/2022/845) should be executed by the Contractor, and has accepted the Bid, dated 25 April 2023, submitted by the Contractor for the execution and completion of these Works and the remedying of any defects therein, for the sum of Rs 79,314,750.00 (Rupees Seventy-Nine Million Three Hundred and Fourteen Thousand Seven Hundred and Fifty only) excluding VAT and inclusive of Provisional and contingency sums of Rs 3,600,000.00.

The intended completion period for the whole of the works shall be 365 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 45,000.00 per day. The maximum amount of liquidated damages for the whole of the Works is Rs 4,500,000.00.

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(Included in (b) above).


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, Canakiah Associates Co. 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 **Canakiah Associates Co. 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 **Canakiah Associates Co. Ltd** such loss and damages caused to it by the acts or omissions of **Canakiah Associates Co. Ltd**, its employees, préposés and /or agents.”


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Signature of representative of the Employer

*Name: D. Conhye
for Acting Senior Chief Executive*

Ministry of Health and Wellness



Seal of the Employer


.....

Signature of representative of the Contractor

*Name: Mr Ramoortee Canakiah
Director*

Canakiah Associates Co. Ltd



Seal of the Contractor

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MINISTRY OF HEALTH AND WELLNESS

MHPDO/NMW&S/2022-2023/DO148

29 June 2023

The Managing Director
Canakiah Associates Co. Ltd
SSR Avenue, Quatre Bornes
Tel: 425 7923/ 425 6669; Fax: 424 7595
Email: cana@intnet.mu

Dear Sir,

Construction of New Area Health Centre at Bambous

Please refer to your offer dated **25 April 2023** in response to our Invitation For Bid, **MHPQ/NMW&S/2022-2023/Q12 (e-Procurement System Reference Number: HEALTH/IFB/2022/845)** dated **23 March 2023** on the above subject.

2. We wish to inform you that your offer for the **Construction of New Area Health Centre at Bambous** for the sum of **Rs 79,314,750.00 (Rupees Seventy-Nine Million Three Hundred and Fourteen Thousand Seven Hundred and Fifty only)** excluding VAT and inclusive of Provisional and contingency sums of **Rs 3,600,000.00** 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 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 twenty-eight (28) days as from the date of this Letter of Acceptance in accordance with Particular Conditions of Contract GCC Clause 2.3 (i) & 13.1;
- (iii) submit for approval a Program for the Works within twenty-eight (28) days from the date of the Letter of Acceptance in accordance with Particular Conditions of Contract GCC Clause 25.1;

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Issued *[Signature]* 1 | Page
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- (iv) sign the Contract Agreement after confirmation that the above-mentioned documents are in order; and
- (v) 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 **365 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 45,000.00 per day**. The maximum amount of liquidated damages for the whole of the Works is **Rs 4,500,000.00**.

6. The Defects Liability period for the contract shall be **365 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** 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, **Attn: B.S. Gungadeen (Mrs)**, 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 **25 April 2023** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,



D. Conhye
for Senior Chief Executive

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Bid Name: Construction of New Area Health Centre at Bambous
 Bid NO.: 175912

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SCAFFOL DING	N/A	3000m2	N/A	2017	MAURITIUS	WHEN NEEDED	Owned	CANAKIA H ASSOCIA TES CO LTD AVENUE QUATRE BORNES	4257923	4247595	NOT APPLICAB LE.pdf

BID SUBMISSION FORM 300M_ (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:

We, the undersigned, declare that:

The Chairman Central Procurement Board

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9:

(b) We offer to execute in conformity with the Bidding Documents the following Works: Construction of the New Area Health Centre at Bambous

(c) The total price of our Bid, exclusive of any discount 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:

Base Price:

Base Bid	Item Reference (applicable in case of lot wise bidding)
79314750.0 <small>(Seventy Nine Million Three Hundred Fourteen Thousand Seven Hundred Fifty Mauritian Rupees Only)</small>	

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

Alternate to Base Price:

Total Price - Alternate Bid (if allowed by public body)	Item Reference (applicable in case of lot wise bidding)

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Bid Name: Construction of New Area Health Centre at Bambous
 Bid NO.: 175912

0 <small>(Zero Mauritian Rupee Only)</small>	0
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(iii) Price brought forward from Detailed Activity Schedule, if applicable:

Base Price Activity Schedule:

Total Price - Detailed Activity Schedule	Item Reference (in case of lot wise bidding)
0 <small>(Zero Mauritian Rupee Only)</small>	0

(iv) Price brought forward from Alternate Activity Schedule, if applicable and if provided by supplier:

Alternate to Base Price Activity Schedule:

Total Price - Alternate Activity Schedule	Item Reference (applicable in case of lot wise bidding)
0 <small>(Zero Mauritian Rupee Only)</small>	0

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

(i) Discount on Base Bid:

Discount on Base Bid	Methodology
0	0

(ii) Discount on alternate to Base Bid:

Discount on alternate to Base Bid	Methodology
0	0

(iii) Discount on Base Price Activity Schedule:

Discount on Base Price Activity Schedule	Methodology
0	0

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

Discount on alternate to Base Price Activity Schedule	Methodology
0	0

(e) Our bid shall be valid for a period of (inset validity period as specified in ITB 19.1) days from the deadline for submission of bids in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period:

90 days

(F) We have read and understood the content of the Bid Securing Declaration form 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) I/We have submitted a Bid Security, for the amount defined in ITB 20.1 and valid for thirty days (30) beyond the original

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Bid Name: Construction of New Area Health Centre at Bambous
Bid NO.: 175912

- (h) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;:
- (i) If our bid is accepted, we commit to obtain a performance security and a preference security (if applicable) in accordance with the Bidding Document;:
- (j) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;:

(k) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.4;:

(l) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 5.4, other than alternative offers submitted in accordance with ITB 14;:

(m) 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 or official regulations or by an act of compliance with a decision of the United Nations Security Council;:

(n) Are you a government owned entity?:

No

If the answer is Yes, do you meet the requirements of ITB 5.6? Not Applicable
If No, select Not Applicable:

(o) Margin of Preference:

We apply for Margin of Preference

(p) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract (Indicate Name of Recipient/Address/Reason/Amount) (If none has been paid or is to be paid, indicate "NONE"):

NONE

(q) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution: i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. 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.:

(r) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;:

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

(t) If awarded the contract, the person named below shall act as Contractor's Representative;:

Name:

RAMOORTEE CANAKIAH

In the capacity of;:

DIRECTOR

Section VII. 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)^{7*} (SEE APPENDIX II), 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/Q12**

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

A. General	
GCC 1.1 (r)	The Employer is The Ministry of Health & Wellness, Port Louis Mauritius
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 365 Days from the date of start of the project.
GCC 1.1 (y)	The Project Manager shall be as designated by the Public Body.
GCC 1.1 (aa)	The Site is located at <i>Bambous</i> and is defined in drawings No. <i>H193/SW01</i>
GCC 1.1 (dd)	The Start Date shall be <i>14 days after handing over of site</i>
GCC 1.1 (hh)	The Works consist of the construction of an Area Health Centre at Bambous including site and drainage works The project comprises of the following: a. Construction of new Area Health Centre in reinforced concrete frame and blockwork and R.C roof slab covered with waterproofing membrane as per drawings and specifications. External walls to be rendered and painted, internal wall finishes to include for rendering painting and wall tiles where indicated; floor finished with homogeneous tiles; all openings to be

⁷ * Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

	<p style="text-align: center;">Aluminium and other works as per drawings and Specifications</p> <p>b. Construction of the following small buildings:</p> <p style="padding-left: 40px;">Compressor room, pump room, concrete platform, Garbage Bin, Store and Cleaning Room, CEB Cubicle</p> <p>c. Site works including drainage installation works, septic tanks, manholes, catchpits, grease trap, gully trap, covered drain, absorption pit, soakaways, boundary walls, flower box and other ancillary works as morefully described in the drawings and specifications.</p> <p>d. Mechanical and Electrical Works Installation including all fittings and accessories as per drawing and specifications and including builder's work in connection with services</p> <p>e. Supply and Installation of Data Cabling Points</p> <p>f. Other ancillary works as morefully described in the bidding documents and drawings</p>
GCC 2.2	Sectional Completions are: <i>Not Applicable</i>
GCC 2.3	<p>2.3(i) The following documents also form part of the Contract: Performance Security, Preference Security (if applicable), Insurance Policies and addenda.</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) The Agreement, (b) Letter of Acceptance, (c) Contractor's Bid, (d) Addenda (e) Particular Conditions of Contract, (f) General Conditions of Contract, (g) Specifications, (h) Drawings, (i) Bill of Quantities (j) Performance Security, Preference Security (if applicable) and Insurance Policies. <p>The Performance Security, the Preference Security (if applicable) and the insurance policies shall be submitted within 28 days as from the date of receipt of Letter of Acceptance, for verification by Project Manager. The</p>

	documents need to be in order before the handing over of site.
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 <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>Central Electricity Board Manpower</i>
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount of Rs 10,000,000 representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well.</i></p> <p><u>(d) for personal injury or death:</u></p> <p>i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for</i></p> <p>(ii) of other people: 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 [<i>except the Works, Plant, Materials, Equipment insured under GCC 13.1 (a) & (b)</i>] or to any person [<i>except for Contractor's employees insured under GCC 13.1 (d)(i)</i>] including the Employer and its representatives which may arise out of the Contractor's performance of the contract .</p> <p><i>Note a: This insurance shall be for any one occurrence or series of occurrences arising out of any one event. The limit per occurrence is of not less than the amount stated above (i.e Rs 10 million), with <u>no limit</u> on the number of occurrences.</i></p>

	<p>Note b: The ceiling for the Third Party Liability CAR Insurance Policy can be fixed to a minimum amount of Rs 100 Million, subject to a provision that this amount may be reviewed during the contract period.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	<p>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.</p> <p>No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.</p>
GCC 20.1	<p>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 and Program of Works all as per requirements.</p> <p>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.</p>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: <i>Not Applicable</i></p>
GCC 24.	<p>In case the contract does not provide for an adjudicator and 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.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such</p>

	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 courts of Mauritius”
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>Not Applicable</i>
GCC 24.4	<i>For contracts with domestic contractor:</i> <i>“the competent courts of Mauritius”</i>
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 Rs25,000.
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 37.6	Amend Clause 37.6 by replacing “sub-clause 38.1” by “sub-clause 36.1”
GCC 37	Add the following new sub-clause to Clause 37: “37.7 – Any error in description or quantity or omission of items of work from the Contract bills shall not vitiate the Contract but shall be corrected and deemed to be a variation required by the Project Manager. No adjustment in Preliminaries section of the Bills of Quantities shall be effected irrespective of the Final value of quantities.”
GCC 39.7	Interim Payment for Plant and Material on site is applicable up to 80% of the cost. Interim Payment for Plant and Material on site is applicable for specific Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works. The Plant and materials may include the following: <ul style="list-style-type: none"> - Cement Bags - Reinforcement Bars - Rocksand - Crusher run - Polythene sheeting

	<ul style="list-style-type: none"> - Macadams - Electrical Plant, Materials and fittings - Plumbing Plant, Materials and fittings - Tiles (to provide for invoices) - Sanitary Wares (to provide for invoices) - Finishing Compound to be incorporated in permanent works - False ceiling materials (to provide for invoices) - Metal sheets - Steel Metal sections - Hardcore filling - Paints
GCC 40.1	<i>Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.</i>
GCC 41.1 (l)	<p>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</p> <ol style="list-style-type: none"> (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: <i>Mauritian Rupees</i>
GCC 44.1	The Contract “ <i>is not</i> ” subject to price adjustment in accordance with GCC Clause 44 and therefore Clause 44.1 is not applicable.
GCC 45.1	<p>The proportion of payments retained is: 10%</p> <p>Amend Clause 45 by replacing Sub-Clause 45.2 with the following: “Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and the other half after 6 months. If after the release of the full retention money and up to the end of the Defects Liability Period, the Contractor fails to correct a Defect within the time specified in the Project Manager’s notice, this shall constitute a breach of the Contractor’s obligations under the contract and the Project Manager shall assess the cost of having the defect corrected and recover the money from the Performance Security. The Contractor may substitute retention money with an “on demand” Bank/Insurance guarantee.”</p>
GCC 46.1	<p>The liquidated damages for the whole of the Works are Rs 45,000 per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is <i>Rs 4,500,000</i>.</p>

GCC 47.1	The Bonus for the whole of the Works is <i>Not Applicable</i>
GCC 48.1	<p>The Advance Payments shall be <i>10% of contract value</i> and shall be paid to the Contractor within 21 days after signature of the Contract and submission of the Advance Payment security by the contractor.</p> <p><i>Repayment of Advance Payment shall start after certification for payment of ten per cent (10%) of the Accepted Contract Amount. Recovery of the Advance Payment shall be 12.5% of the total amount certified in the payment certificate. The Advance Payment shall be recovered in full when eighty per cent (80%) of the Accepted Contract Amount has been certified for payment.</i></p>
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Bank Guarantee as per the format in Section VIII. and shall be valid up to a date twenty-one after the end of the Defects Liability Period (DLP). Where the Performance Security expire before the date twenty-One 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 days. Failure to extend the validity of the Performance Security twenty-one days prior to its expiry may entail forfeiture of the full amount of the Performance Security</p> <p>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.</p>
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is <i>completion date</i>.</p> <p>The date by which “as built” drawings are required is completion date</p>
GCC 56.2	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 <i>Rs 100,000</i> .
GCC 57.2 (g)	The maximum number of days is: <i>100 days</i>
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 <i>20%</i> .