

Ministry of Health and Wellness

Award of Procurement Contract Notice under section 40(7) of the Public Procurement Act <u>MHPQ/NMW&S/2022-2023/Q139</u> <u>Extension and Refurbishment of Pharmacy at</u> <u>Jawaharlall Nehru Hospital- Rose Belle</u>

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the "Extension and Refurbishment of Pharmacy at Jawaharlall Nehru Hospital – Rose Belle", the contract has been awarded to Modern Jurassic Building & Construction Ltd of 2nd Floor, Arc Building SSR Street, Port Louis for the adjusted sum of Rs 29,226,800.00 (Rupees Twenty-Nine Million Two Hundred and Twenty-Six Thousand and Eight Hundred only) inclusive of a contingency sum of Rs 750,000.00 and exclusive of VAT.

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

12 February 2024

MINISTRY OF HEALTH AND WELLNESS

MHPDO/WKS&S/2023-2024/DO17

건 October 2023

Modern Jurassic Building & Construction Ltd (Attn: Mr Hemraj Ramsurn) 2nd Floor, Arc Building SSR Street Port Louis Tel: 5251 6444; Fax: 211 7055/628 0880

Dear Sir,

Extension and Refurbishment of Pharmacy at Jawaharlall Nehru Hospital- Rose Belle

Please refer to your offer dated 14 July 2023 and letter dated 11 October 2023 in response to our Invitation for Bid, MHPQ/NMW&S/2022-2023/Q139 dated 12 June 2023 on the above subject.

2. We wish to inform you that your offer for the Extension and Refurbishment of Pharmacy at Jawaharlall Nehru Hospital – Rose Belle for the adjusted sum of Rs 29,226,800.00 (Rupees Twenty-Nine Million Two Hundred and Twenty-Six Thousand and Eight Hundred only) inclusive of a contingency sum of Rs 750,000.00 and exclusive of VAT subject to the specifications, terms and conditions of the bidding documents has been approved.

3. You are therefore requested to:

- submit a Performance Security to Ministry of Health and Wellness, Procurement Registry Section, Procurement Unit, 10th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis as per 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 Acceptance;
- (ii) forward the Insurance Cover Policies within twenty-one (21) days as from the date of this Letter of Acceptance in accordance with Particular Conditions of Contract GCC Clause 2.3 (i) & 13.1;
- 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;

1 Page

- (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 **360 days** as from the start date, which takes effect fourteen (14) days after handing over of site.

5. The liquidated damages for the Works, if any, shall be **Rs 16,000.00 per day**. The maximum amount of liquidated damages for the whole of the Works is **Rs 960,000.00**.

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. **214 9006 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, 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis.

10. Unless and until a formal agreement is signed, this Letter of Acceptance together with your offer dated **14 July 2023** and letter dated **11 October 2023** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,

D. Conhye for Senior Chief Executive



Ministry of Health and Wellness Contract Agreement

WHEREAS the Employer desires that the Works known as "Extension and Refurbishment of Pharmacy at Jawaharlall Nehru Hospital–Rose Belle", file reference: MHPQ/NMW&S/2022-2023/Q139 should be executed by the Contractor, and has accepted the Bid dated 14 July 2023 and letter dated 11 October 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 29,226,800.00 (Rupees Twenty-Nine Million Two Hundred and Twenty-Six Thousand and Eight Hundred only) inclusive of a contingency sum of Rs 750,000.00 and exclusive of VAT.

The intended completion period for the whole of the works shall be **360 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 16,000.00 per day**. The maximum amount of liquidated damages for the whole of the Works is **Rs 960,000.00**.

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;
- (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.

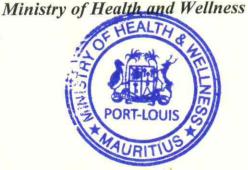
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

5. (a) <u>"Notwithstanding anything to the contrary in this agreement</u>, 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) <u>"Notwithstanding anything to the contrary in this agreement</u>, 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 D. Conhye for Senior Chief Executive



Seal of the Employer

Signature of representative of the Contractor

Name: Mr Hemraj Ramsurn Director

Modern Jurassic Building & Construction Ltd

Seal of the Contractor

Section II: Bidding Forms

Note: Bidders are required to fill all the forms in this section and submit as part of their bid. Non-submission of any form may lead to rejection of the bid

Bid Submission Form

Date: JULY 14th 2023 Bid's Reference No.: MJB2023/JNH Procurement Reference No: MHPQ/NMW&S/2022-2023/Q139

To:

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, (a) including Addenda issued;
- We offer to execute in conformity with the Bidding Documents the following (b) Works:

Extension and Poturbishment of Pharmacy al Jawaharlau Nehry Hospital - Rose Belle The total price of our Bid excluding VAT is: 29, 894, 300 (MUR):

- (c)
- Our bid shall be valid for a period of 90 days from the date fixed for the bid (d) submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- We hereby confirm that we have read and understood the content of the Bid (e) Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- If our bid is accepted, we commit to obtain a Performance Security in (f) accordance with the Bidding Document;
- We, including any subcontractors or suppliers for any part of the contract, do not (g) have any conflict of interest in accordance with ITB 8;
- We are not participating, as a Bidder in more than one bid in this bidding (h) process;
- Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers (i) for any part of the contract, has not been declared ineligible under the laws of Mauritius;

MINISTRY OF HEALTH AND WELLNESS Tender No. Band last 2 0 JUL 2023 Sig.

- 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.

- (k) 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;
- (1) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (m) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: HEMRAJ RAMSORN In the capacity of: MANAGING DIRECTOR Signed: Duly authorized to sign the Bid for and BUILDING on behalf of: MODERN JURASSIC BANDING AND CONSTRUCTION CT 1414 Date: Villy 2023 Seal of Company Modern Jurassic Building and Construction Ltd MINISTRY OF HERLSH AND WELLNESS Office Tel: 5251-6444 Tender No ... 3 and last 5255-4200 Fax: 628-0880/211-7055 2 0 JUL 7023 10 P

(j)



MODERN JURASSIC BUILDING AND CONSTRUCTION LIMITED

2nd Floor Arc Building, SSR Street, Port Louis

Office: - 5 251 6444 Fax: - 211-7055/ 628 0880

G.S.M:- 5 255-4200

Bid Securing Declaration

By subscribing to the undertaking in the Bid letter:

We Modern Jurassic Building & Construction Limited accept that we Modern Jurassic Building & Construction Limited 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 we Modern Jurassic Building & Construction Limited are in breach of any obligation under the Bid conditions, we Modern Jurassic Building & Construction Limited:

- (a) Have modified or withdrawn our Modern Jurassic Building & Construction Limited Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Letter; 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 Ministry of Health and Wellness during the period of bid validity, that is 90 days (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 Quote..

We Modern Jurassic Building & Construction Limited understand this Bid Securing Declaring shall cease to be valid (a) in case we are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by us; or (b) if are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirsty days after the expiration of the validity of our bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

NAME OF COMPANY: Modern Jurassic Building & Construction Limited

SIGNATURE: H. Parsural DATE: 14/07/2023

Modern Jurassic Building and Construction Ltd Office Tel : 5251-6444 : 5255-4200 Fax : 626:0880 / 211:7055

MINISTRY OF HEALTH AND WELLNESS Tender No. 3 and last. 2 0 JUL 2023 N Stg



Ministry of Health and Wellness

MHPQ/NMW&S/2022-2023/Q139

Addendum No. 1

Extension and Refurbishment of Pharmacy at Jawaharlall Nehru Hospital, Rose Belle

To: All Potential Bidders

Please refer to this Ministry's invitation for bids dated 12 June 2023 on the above subject.

2. Following clarifications received, please find below the corresponding information:

SN	CLARIFICATION REQUESTED	REPLY
1.	According to drawings, there is no construction on the first floor. Please clarify whether Items 3.2.2(a) to 3.2.2(c), item 3.2.3(a), item 3.4.2, item 3.4.3 are to be quoted.	Bidders to disregard Items 3.2.2 (a) to (c), 3.2.3 (a), 3.4.2 and 3.4.3.
2.	rendering form part of the contract.	Please find enclosed revised drawings in DVD. Internal and External Rendering included.

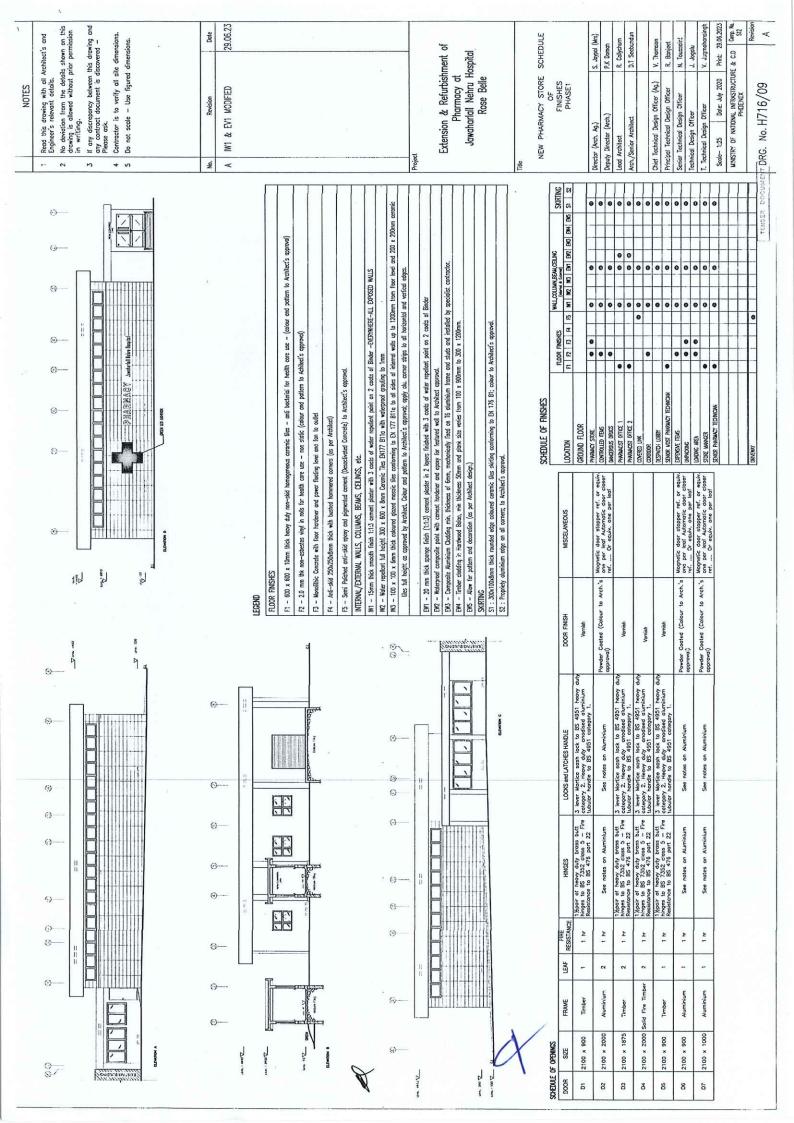
3. Moreover, bidders are hereby informed that the **technical specifications and price activity schedule for electrical works have been amended**. Accordingly, you are hereby requested to take into consideration the revised drawings, technical specifications and price activity schedule in the enclosed DVD.

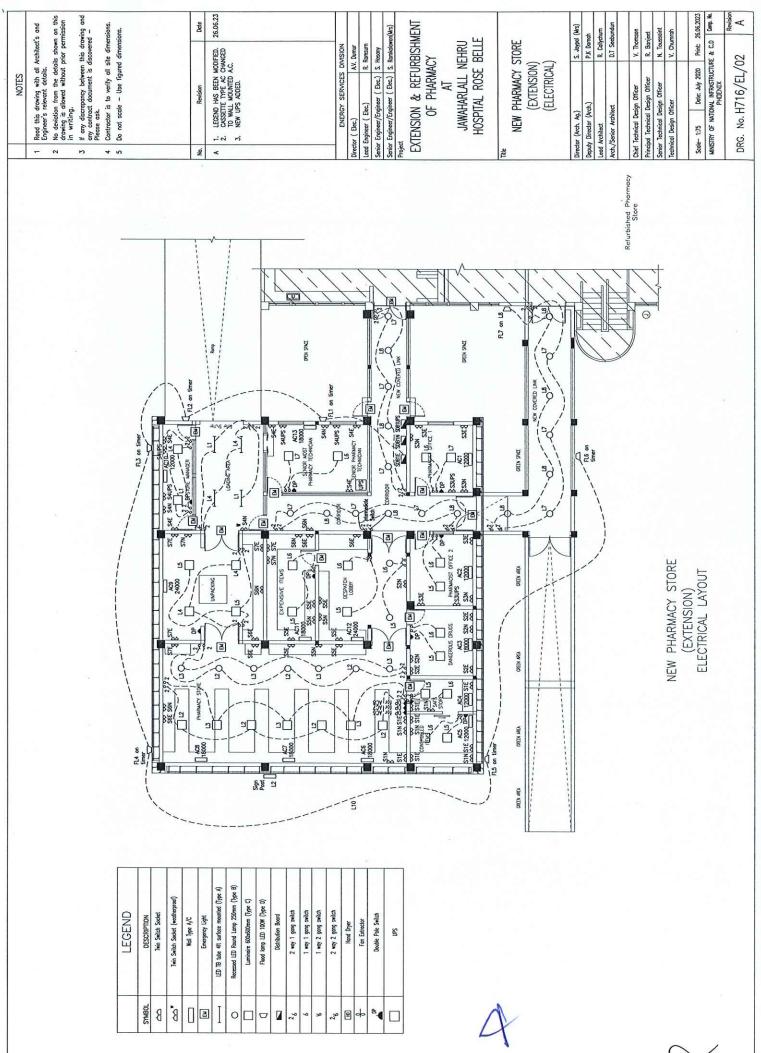
4. Bidders are also requested to take into consideration the enclosed BOQ for Mechanical works to work out their bid, failing which their bid will not be considered.

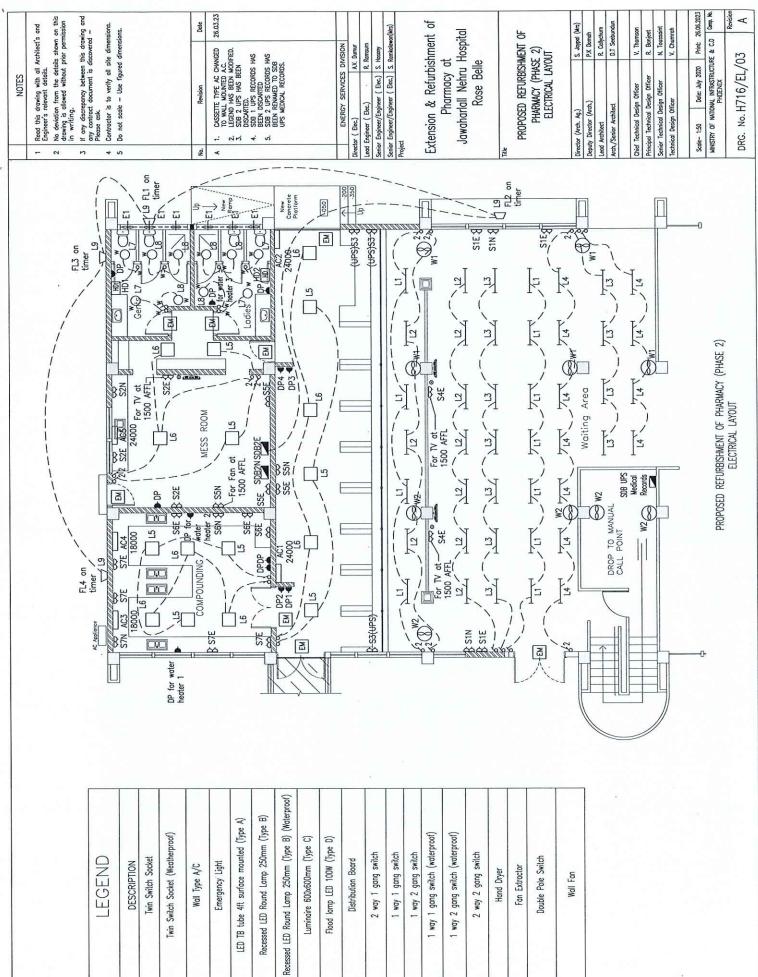
5. Bidders may wish to note that the closing date for submission of bids has been extended to Tuesday 18 July 2023 at 10.00 hrs (local time) at latest.

6. Bidders are kindly requested to take note of this Addendum and submit their bids accordingly.

Senior Chief Executive Ministry of Health and Wellness 03 July 2023







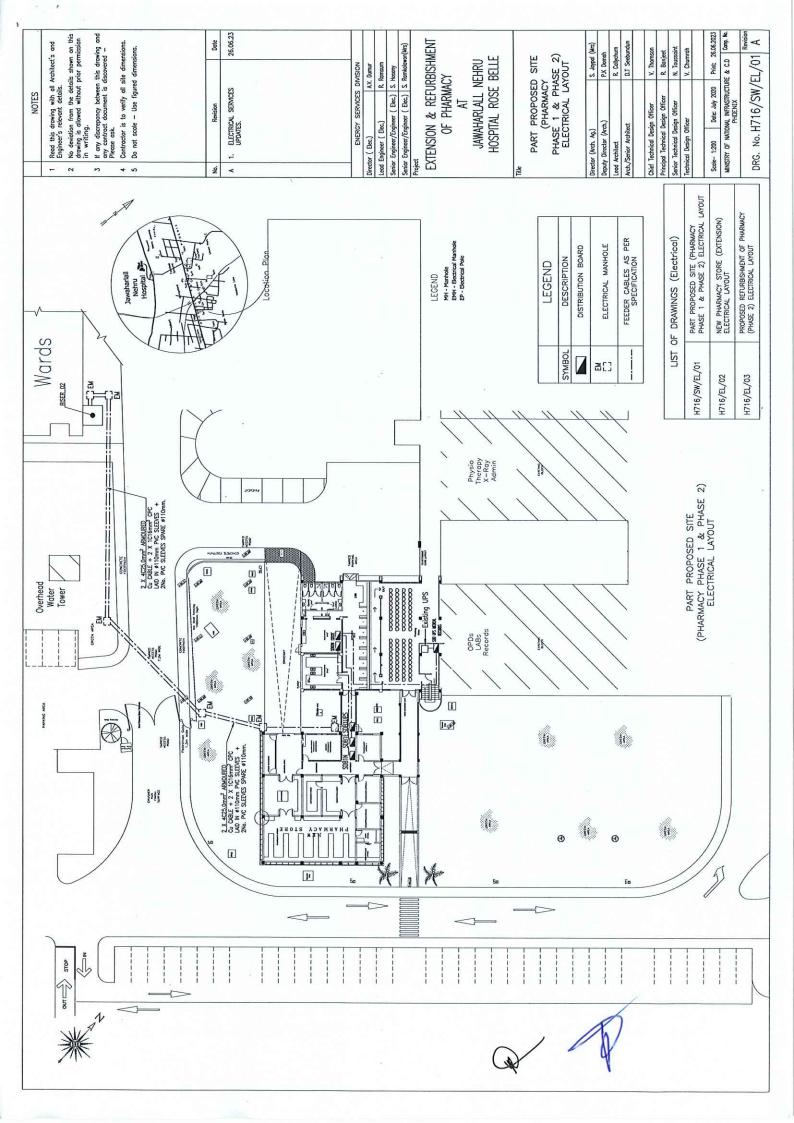
B * SYMBOL ⁶-B ×9 × % æ EN 모 0 26 -0 2 28

8

Item No	Brief Description of Works	Unit of Measure	Qty	Total Amount (Rs)
1	To supply, install, test and commission the following:	0	-	
1.1	Distribution Boards complete with switchgears, timers, busbars, labeling, etc, as per specifications and as follows:	0	-	
1.1.1	Installation of all new protective switchgears (MCCBs and accessories) in existing Essentuial and non-essential MDBs in riser 02 and labelling of new circuits according to schematic, specification and requirements	Lot	-1	
1.1.2	SDB1 E	Lot	1	
1.1.3	SDB1 N	Lot	1	
1.1.4	SDB2 E	Lot	1	
1.1.5	SDB2 N	Lot	1	
1.1.6	SDB1 UPS	Lot	1	
1.1.7	SDB UPS (Medical Records)	Lot	1	
1.2	All trunking and conduits work and associated civil works	Lot	1	
1.3	All Main, Sub main and final cables and cabling works including single or multi core flexible/ armoured cables for distribution works and including feeder cables Riser 02 according to schematic, drawing and technical specifications. The works shall be complete with accessories (trunking, cable glands, etc.)	Lot	1	
1.4	All luminaires as per specification	0	-	
1.4.1	Туре А	Lot	1	
1.4.2	Туре В	Lot	1	
1.4.3	Туре С	Lot	1	
1.4.4	Type D	Lot	1	
1.4.5	Туре ЕМ	Lot	1	
1.5	All switches, sockets, DP switch and accessories as per specification	Lot	1	
1.6	All hand dryers as per specification	Lot	1	
1.7	All wall fans complete with single switch socket	Lot	1	
1.8	All Extractor fans complete with single weatherproof switch socket and associated switch as per specification	Lot	1	
1.9	One 3 kVA UPS as per specification	Lot	1	
1.10	All Air Conditioners according to drawing and technical specification:	0	-	

AY

1.10.1	12,000 BTU/Hr	Lot	1	
1.10.2	18,000 BTU/Hr	Lot	1	
1.10.3	24,000 BTU/Hr	Lot	1	
1.11	Earthing system as per specification	Lot	1	
2	Removing of existing AC system c/w all	Lot	1	
	associated items like brackets, outdoor unit, etc.		- x	
	and handing over to Client			
3	Removing of existing electrical system incl. DB	Lot	1	2
	c/w all associated items like switchgears, cables,			
	etc., fire alarm system and handing over to			
	Client			
4	Relocation of existing electrical manhole and	Lot	1	
	electrical poles including replacement of			
	underground cable (if any)			
5	Trench works including associated civil works	Lot	1	
	as per specifications and drawings			
6	Rewiring of existing Medical records cabin	Lot	1	
7	Rewiring of existing Cardiac records cabin	Lot	1 '	
8	Provision of as-made drawings	Lot	1	
9	Testing and Commissioning of the whole system	Lot	1	
10	Lision with other particul anthenities	Lot	1	
10	Liaison with other parties/ authorities	Lot	1	
11	Any other items required but not mentioned	Lot	1	
	above, please give details. Variations as regards to the electrical works involved will not be			
•	entertained. Any works not mentioned above but which shall be		15	
	carried out shall be listed and quoted in this section.			





Ministry of Health and Wellness

MHPQ/NMW&S/2022-2023/Q139

Addendum No. 2

Extension and Refurbishment of Pharmacy at Jawaharlall Nehru Hospital, Rose Belle

To: All Potential Bidders

Please refer to this Ministry's invitation for bids dated 12 June 2023 on the above subject.

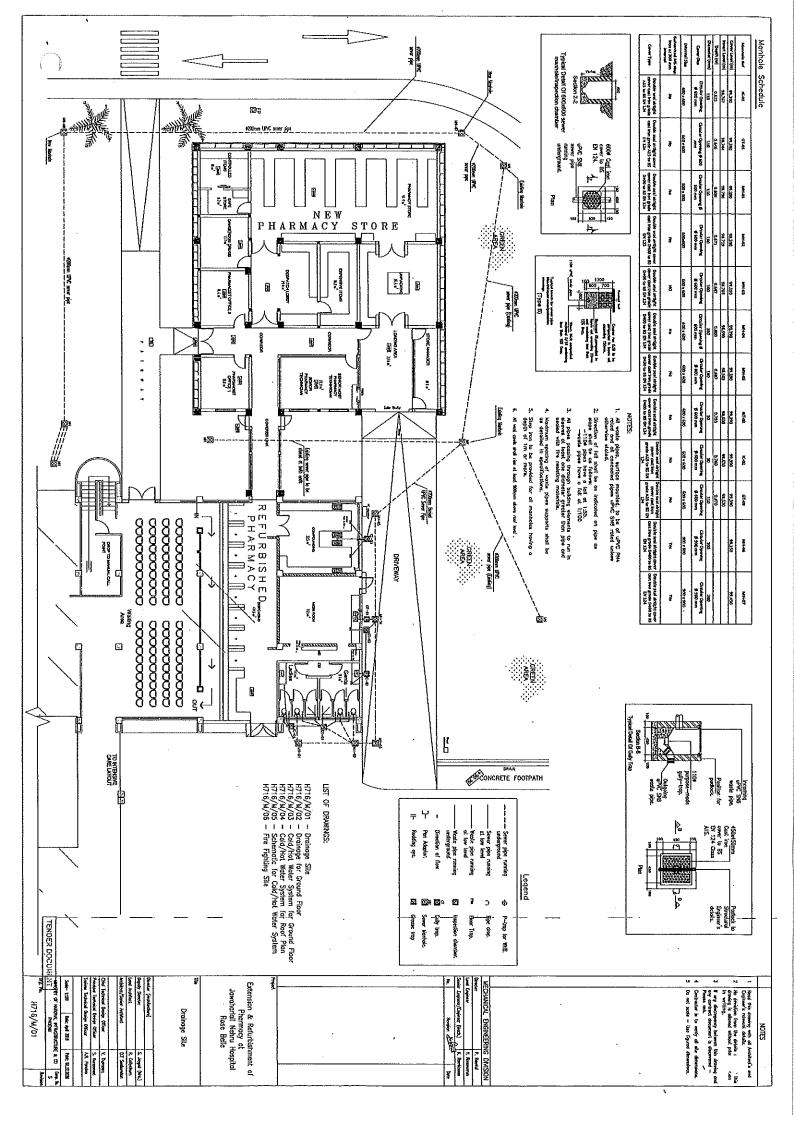
2. Following clarifications received, please find below the corresponding information:

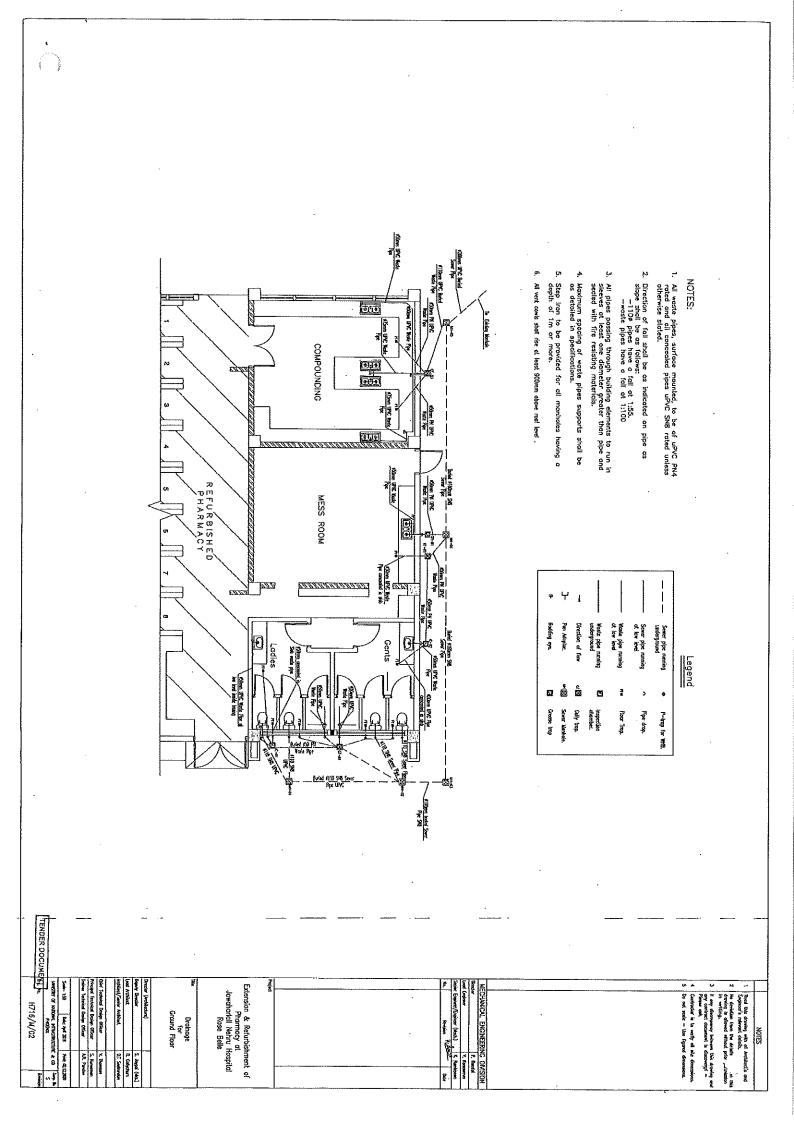
SN	CLARIFICATION REQUESTED	REPLY
1.	Kindly note that the Schematic Layout is missing.	 Please note that the schematic layout is included in the revised scope of work/technical issued through Addendum No. 1, refer to clause 20.0 of the Technical Specification.
		 Schematic drawing for Mechanical services is attached.

3. Bidders may wish to note that the closing date for submission of bids has been extended to Thursday 20 July 2023 at 10.00 hrs (local time) at latest.

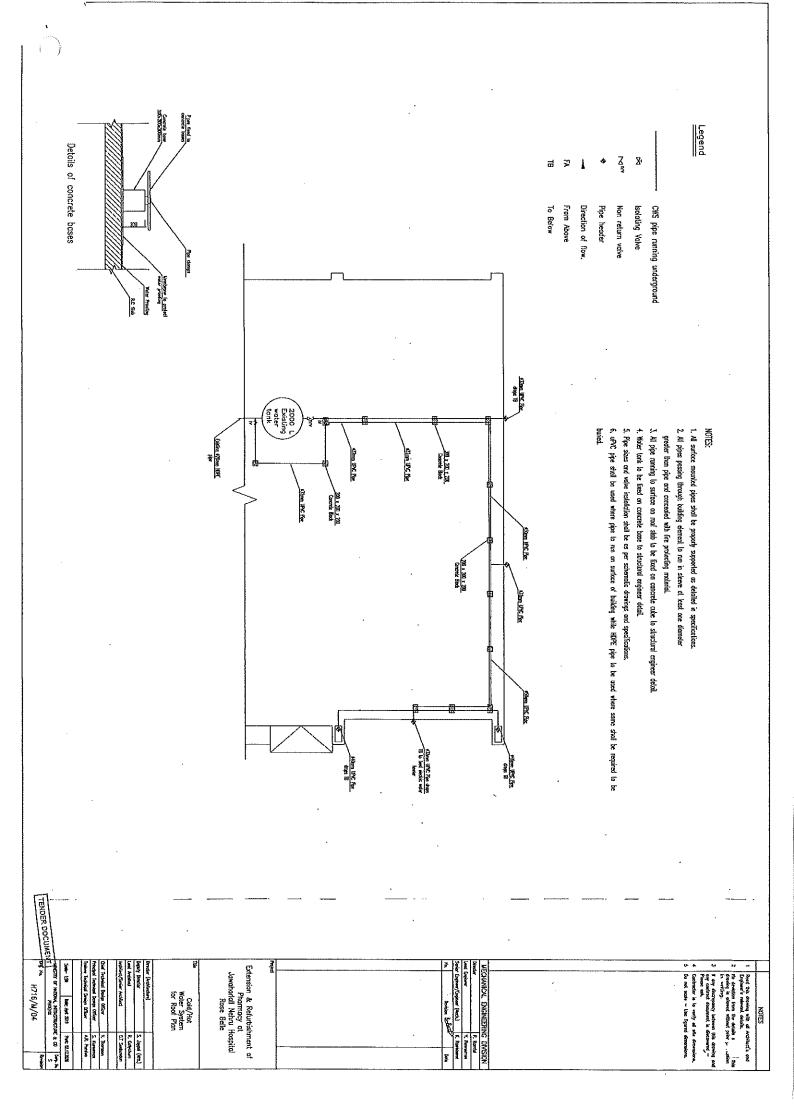
4. Bidders are kindly requested to take note of this Addendum and submit their bids accordingly.

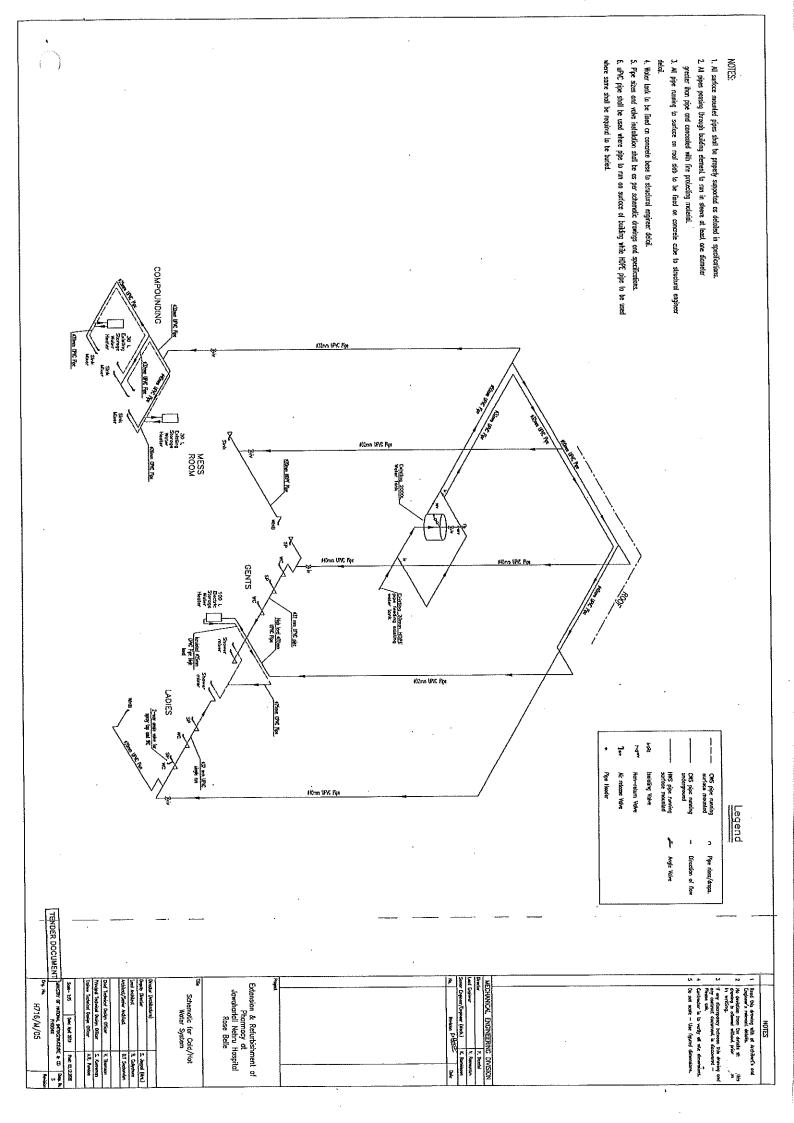
Senior Chief Executive Ministry of Health and Wellness 17 July 2023

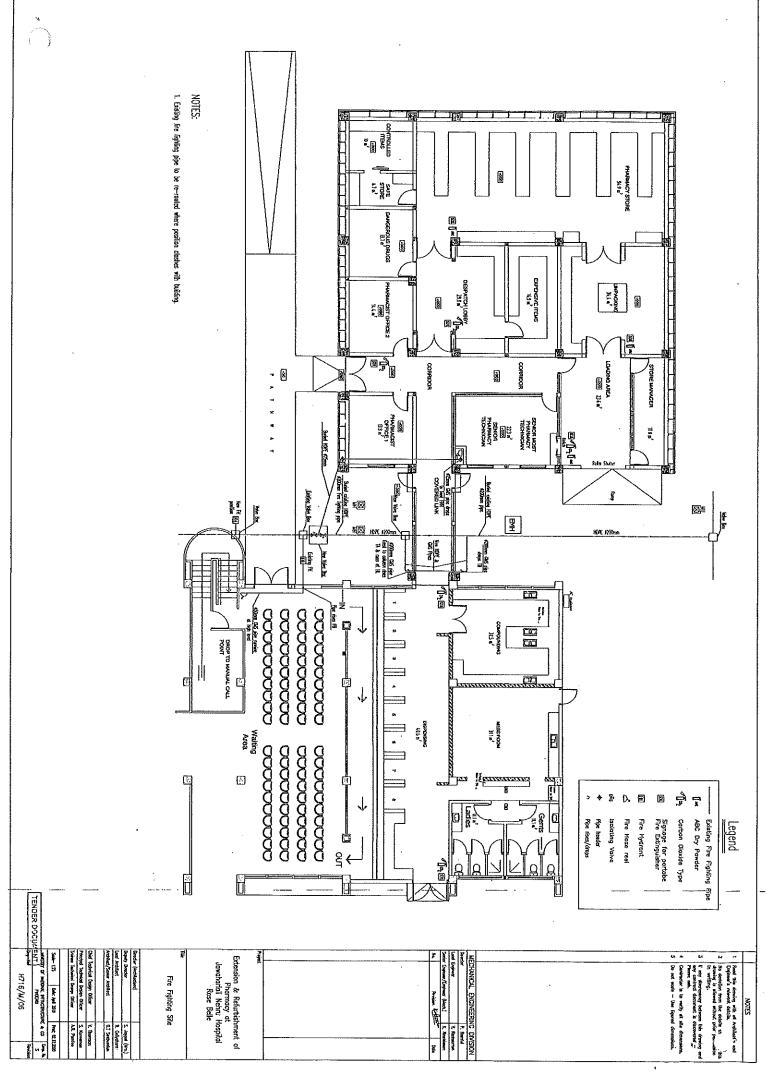




			FA From Above TB To Below	Pipe header	Angle Volve	radius in the interview	HWS pipe running surface mounted.	CWS pipe running surface mounted.	Legend	
	COMPOUNDING MESS ROOM H MESS ROOM H M MESS ROOM H M MESS ROOM H MESS ROOM H M M MESS ROOM H M MESS ROOM H M M MESS ROOM				buriet.	5. Fipe sizes and vaive installution shall be as per schematic drawings and specifications. 5. wPAC pipe shall be used where pipe is run on surface of building while HDPE pipe to be used where some shall be required in be	3. All pipe running to surface on roof stab to be faced on concrete cube to alructural engineer debail. 4. Water look to be listed on concrete base to stractural engineer debail.	2. All pipes possing through building dement to run in steeve of least one diameter grader than pipe and concepted with free protection moterial.	1 All suffere manufed ones shall be onner't suncoded as defailed in prefilentions.	
		 z ¥ 5 5 1		 				 		
Wat Cold/Hot Woter System for Ground Floor Scrund Floor Water Restature Nonair Indextature Nonair Indextature <t< td=""><td>Fitension & Refurbishment of Phormacy at Jawabardal Habru Hospital Rose Belle</td><td>MECHANICAL ENGINEEPING DWISION India Dopinar Sada Constraint (Marcine) Sada Constraint (Marcine) Research (Marcine) Resea</td><td></td><td> <u>.</u></td><td></td><td></td><td>ĩ</td><td></td><td></td><td>NOTES Read this drawing with all Antibility Engineer's relevant defails.</td></t<>	Fitension & Refurbishment of Phormacy at Jawabardal Habru Hospital Rose Belle	MECHANICAL ENGINEEPING DWISION India Dopinar Sada Constraint (Marcine) Sada Constraint (Marcine) Research (Marcine) Resea		 <u>.</u>			ĩ			NOTES Read this drawing with all Antibility Engineer's relevant defails.







A. General				
GCC 1.1 (r)	The Employer is Ministry of Health & Wellness 5th Floor, Emmanuel Anquetil Building SSR Street, Port Louis			
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 360 days from the start date.			
GCC 1.1 (y)	The Project Manager(s) shall be the representative of the Ministry of National Infrastructure and Community Development.			
GCC 1.1 (aa)	The Site is located at Rose Belle and is defined in drawings No. H716/SW/01			
GCC 1.1 (dd)	The Start Date shall be 14 days after handing over of site.			
GCC 1.1 (hh)	The project shall consist of the construction of a new Pharmacy (350sqm) in Phase 1 and Phase 2 Renovation (250sqm) and associated services such as demolition of existing wall portioning. The Pharmacy has been extended on the LHS [South bound Area towards the existing road leading to the Parking and Wards.			
	The above development shall be in reinforced concrete, structural frame, reinforced concrete floor and roof slabs with metal canopy. Walls shall be in concrete block, and rendered and painted with doors, Aluminum windows and Composite Aluminum cladding. The works shall also consist of associated site works such as, site preparation, access roads, clearing and leveling, gates and fencing for special services, ramps and access.			
-6.62				
GCC 2.2	Sectional Completions are: N/A			

Particular Conditions of Contract



GCC 2.3(i)	The following documents also form part of the Contract: Performance Security, Insurance Policies, Scope of Works, drawings, specifications, Conditions of contract, Particular conditions of contract, Priced activity schedules and addenda.
	The performance security and insurance policies shall be submitted within 21 days as from the date of receipt of Letter of Acceptance, for verification by the Quantity Surveyor 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: N/A
GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the 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. Evidence to be produced by Contractor.
	Delete content of Sub Clause 13.1 (c) and (d) entirely and replace by new Sub clause 13.1 (c) and (d) (i) and (ii) as follows:
	(c) for loss or damage to adjoining property and/or property in which the works are being carried out (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of Rs 10 Million 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).
	 (d) for personal injury or death and damage to property (i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works]. Evidence to be produced by Contractor.
-	(ii) 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 and damage to property insured under GCC 13.1 (a), (b) & (c)] 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. The ceiling for the Third-Party Liability shall be for a minimum amount of Rs. 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount. (In line with PPO Directive 56)
	Add the following sub-clause 13.1 (e)
	(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, (where applicable.) 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.
	All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor. The insurance policies shall be extended to cover for any extension of the intended completion date or due to delay by the contractor up to the end of the defects liability period of the works.
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: within Fourteen (14) days from submission and approval of Performance Security and Insurance covers. 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.

Ø

. 131

	The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation,
	then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to
	" the competent courts of Mauritius"
	B. Time Control
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
GCC 25.3	The period between Program updates is 14 days.
	The amount to be withheld for late submission of an updated Program is <i>Rs</i> 25,000 in the next payment certificate
	C. Quality Control
GCC 33.1	The Defects Liability Period is: 365 days
GCC 34.1	Delete sub-clause 34.1 and replace by the following:
	Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.
GCC 39.7	Interim Payment for Plant and Material on site is not applicable.
	D. Cost Control
GCC 40.1	Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.
GCC 41.1 (l)	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.	
GCC 45.1	GCC Clause 45 is not applicable.	
GCC 46.1	The liquidated damages for the Works is: Rs 16,000 per Day	
	The maximum amount of liquidated damages for the Works is: Rs 960,000.00	
GCC 47.1	The Bonus for the whole of the Works is 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 Seven (7) 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.	
GCC 49.1	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.	
	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	
GCC 56.1	The date by which operating and maintenance manuals are required is the date of completion.	
	The date by which "as built" drawings are required is the date of completion .	
GCC 57.2 (g)	The maximum number of days is: 60 days	
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.	



