



Ministry of Health and Wellness

Award of Procurement Contract
Notice under section 40(7) of the Public Procurement Act
MHPQ/NMW&S/2022-2023/Q118 (HEALTH/IFB/2023/1170)
Construction of New Shelters for AHU at the new OPD at Victoria Hospital

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the “**Construction of New Shelters for AHU at the New OPD at Victoria Hospital (IFB Reference No.:HEALTH/IFB/2023/1170)**”, the contract has been awarded to **Safety Construction Co. Ltd** of Royal Road, Camp de Masque Pavé for the sum of **16,872,204.41 (Rupees Sixteen Million Eight Hundred and Seventy-Two Thousand Two Hundred and Four and Forty-One Cents Only)** inclusive of a contingency sum of Rs 350,000.00 and excluding VAT.

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

26 March 2024

(17)

MINISTRY OF HEALTH AND WELLNESS

MHPDO/WKS&S/2023-2024/DO10

08 September 2023

The Director
Safety Construction Co. Ltd
(Attn: Mr Vivekananda Kowlessur)
Royal Road
Camp de Masque Pavé
Tel No: 416 6500/ 5943 8592; Fax:416 7035

Dear Sir,

Construction of New Shelters for AHU at the New OPD at Victoria Hospital

Please refer to your offer dated 30 May 2023 in response to our Invitation for Bid, MHPQ/NMW&S/2022-2023/Q118 (eProcurement System Reference Number: HEALTH/IFB/2023/1170) dated 17 April 2023 on the above subject.

2. We wish to inform you that your offer for the **Construction of New Shelters at AHU at the New OPD at Victoria Hospital** for the sum of Rs 16,872,204.41 (Rupees Sixteen Million Eight Hundred and Seventy-Two Thousand Two Hundred and Four and Forty-One Cents Only) inclusive of a contingency sum of Rs 350,000.00 and 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 to **Ministry of Health and Wellness, 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;
- (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.

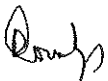
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Issued  11/09/23

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4. You may wish to note that the **Intended Completion Period** for the whole of the works shall be **180 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 8,145.00 per day**. The maximum amount of liquidated damages for the whole of the Works is **3% of the Contract price**.
6. The Defects Liability period for the contract shall be **six (6) months**.
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/ 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: Mrs B.S Gungadeen**), 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 **17 April 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

THIS AGREEMENT made on the ^{31st} day of January 2024, 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 **Safety Construction Co. Ltd** represented by its Director, **Mr Vivekananda Kowlessur** of **Royal Road, Camp de Masque Pavé** (hereinafter referred to as “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as “**Construction of New Shelters for AHU at the New OPD at Victoria Hospital**” file reference **MHPQ/NMW&S/2022-2023/Q118** should be executed by the Contractor, and has accepted the Bid, dated **30 May 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 16,872,204.41 (Rupees Sixteen Million Eight Hundred and Seventy-Two Thousand Two Hundred and Four and Forty-One Cents only)** inclusive of a contingency sum of **Rs 350,000.00 and excluding VAT**.

The intended completion period for the whole of the works shall be **180 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 8,145.00 per day**. The maximum amount of liquidated damages for the whole of the Works is **3% of the Contract price**.

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).

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



.....
Signature of representative of the Employer

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

Ministry of Health and Wellness



Seal of the Employer



.....
Signature of representative of the Contractor

*Name: Mr Ajit Kumar Kowlessur
Director*

Safety Construction Co. Ltd



Seal of the Contractor

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Document Name: Construction of New Shelters for AHU at the New OPD at Victoria Hospital
 Tender NO. : HEALTH/IFB/2023/1170

incorporation.pdf; CIDB Building 2022.pdf; CIDB Civil Works 2022.pdf; Company Detail.pdf; company license.pdf; General Experience for 2016.pdf; General Experience for 2017.pdf; General Experience for 2018.pdf; General Experience for 2019.pdf; General Experience for 2020.pdf; General Experience 2020_21_22.pdf; Legal Constitution.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital BANK CERTIFICATE.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital BANK REF.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital Contract Manager CV.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital GENERAL FOREMAN CV.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital KEY FIN.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital KEY PERSONNEL.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital LITIGATION.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital MARGIN OF PREFERENCE.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital Quantity Surveying Technician CV.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital Reg Health & Safety Officer CV.pdf; MOH Cons of New Shelters for AHU at the New OPD at Victoria Hospital SITE MANAGER CV.pdf; safety monetary value 2021.pdf; SPECIFIC EXPERIENCE - ANNEXURE.pdf; SPECIFIC EXPERIENCE - LETTER OF ACCEPTANCE.pdf; tax certificate.pdf; trade license 2022.pdf; vat cert.pdf

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: 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.:
- b) We offer to execute in conformity with the Bidding Documents** Construction of New Shelters for AHU at the New OPD at Victoria Hospital
- 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:

Base Price:

	Base Bid
15120259.64 (Fifteen Million One Hundred Twenty Thousand Two Hundred Fifty Nine Mauritian Rupees And Sixty Four Cents Only)	

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

- (i) Discount on Base Bid:

		Methodology
0	0	
(e) Our bid shall be valid for a period of (inset validity period as specified in ITB 2) 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:		



Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Document Name: Construction of New Shelters for AHU at the New OPD at Victoria Hospital
Tender NO.: HEALTH/IFB/2023/1170

(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;

(i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 9(f);

(j) We are not participating, as a Bidder in more than one bid in this bidding process.:

(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;

l) Are you a government owned entity?:

No

: If Yes, Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.:

Not Applicable

m) Margin of Preference:

We apply for margin of preference

n) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution: (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the 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, 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 Mr Anwar Maudarbacuss
Contractor's Representative.:

Insert complete name of person digitally signing the bid and Mr Vivekananda Kowlessur
duly authorized to signing and committing the bidder as per Bid
Submission Form.:

Insert legal capacity of person signing the Bid Submission Manager

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Document Name: Construction of New Shelters for AHU at the New OPD at Victoria Hospital
Tender NO. : HEALTH/IFB/2023/1170


Template:

Insert complete name of Bidder:

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.:

Safety Construction Co Ltd

A





Ministry of Health and Wellness

MHPQ/NMW&S/2022-2023/Q118

To: All BIDDERS

Addendum No. 1

Construction of New Shelters for AHU at the New OPD at Victoria Hospital
(e-proc Reference No.: HEALTH/IFB/2023/1170)

Please refer to this Ministry's invitation for bids dated 17 April 2023 and the subsequent pre-bid meeting held on 25 April 2023 on the above subject.

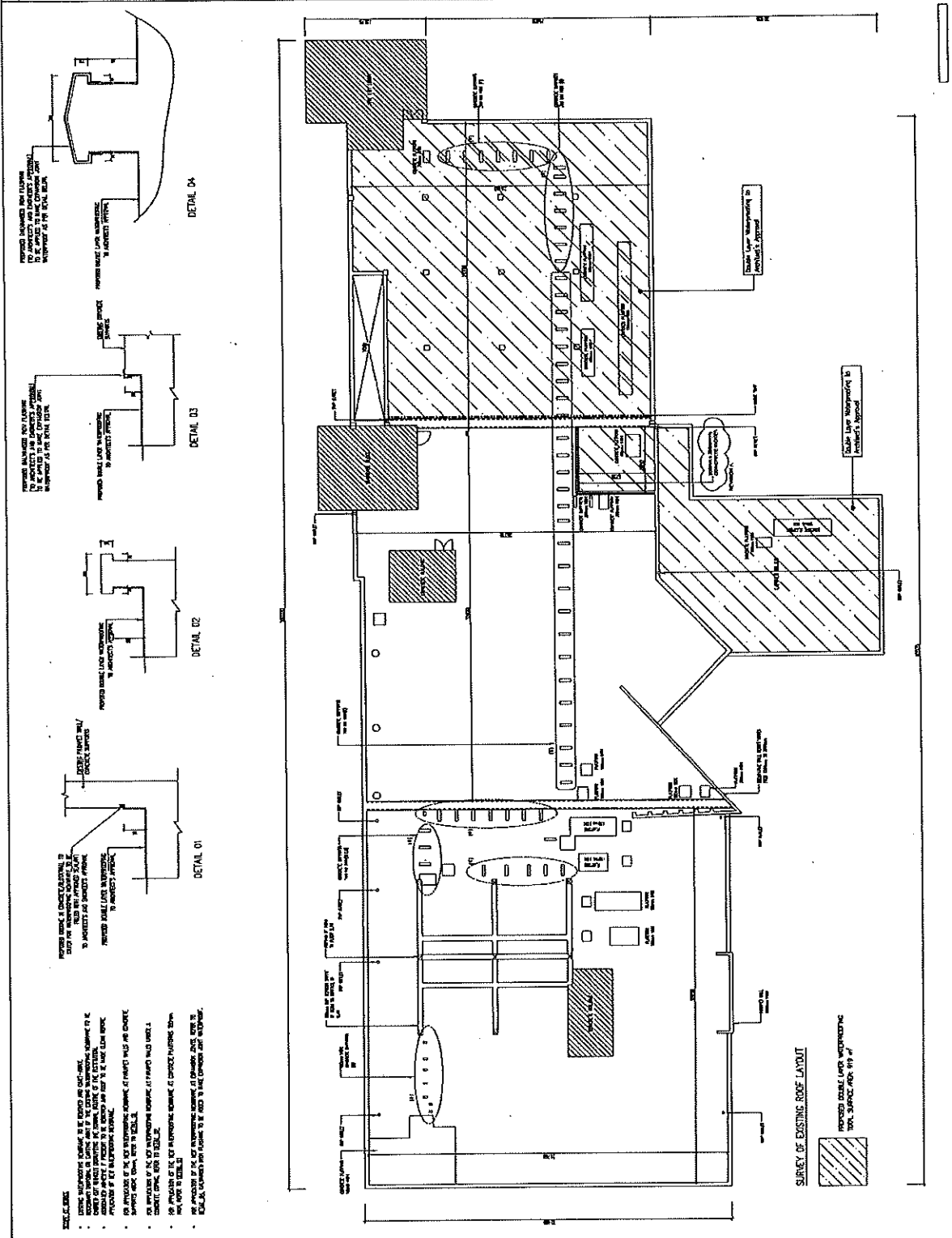
2. Prospective bidders may wish to note that a set of documents in PDF format have been uploaded on the Government eProcurement system on <https://eproc.publicprocurement.govmu.org>.
3. Bidders may wish to note that closing date for submission of bids has been extended to **Tuesday 30 May 2023 at 10.00 hrs (local time)** at latest and opening of bids is scheduled for **Wednesday 31 May 2023 at 10.00 hrs**.
4. Bidders are kindly requested to take note of the above Addendum and submit their bids accordingly.

Senior Chief Executive
Ministry of Health and Wellness.
08 May 2023

NOTES

1. See also drawings for details of construction of new skylights.
2. The drawings show the whole plan on the existing roof structure.
3. In any alterations between the existing and proposed roof structure, the following shall apply:
 - a. The existing roof structure shall be maintained in its original condition.
 - b. The proposed roof structure shall be constructed in accordance with the specifications.
 - c. The proposed roof structure shall be constructed in accordance with the specifications.
 - d. The proposed roof structure shall be constructed in accordance with the specifications.
4. The proposed roof structure shall be constructed in accordance with the specifications.
5. The proposed roof structure shall be constructed in accordance with the specifications.



CONSTRUCTION OF NEW SKYLIGHTS FOR A&U AT THE NEW QPR VICTORIA HOSPITAL

PROPOSED DOUBLE LAYER WATERPROOFING TO EXISTING ROOF

PROJECT NO.	1542/01
DATE	15/01/01
SCALE	1:100
DRAWN BY	...
CHECKED BY	...
DATE	...
PROJECT NO.	1542/01
DATE	15/01/01
SCALE	1:100
DRAWN BY	...
CHECKED BY	...
DATE	...

GENERAL NOTES

1. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
2. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
3. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
4. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
5. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
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7. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
8. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
9. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.
10. THE PROPOSED ROOF STRUCTURE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS.

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NOTES

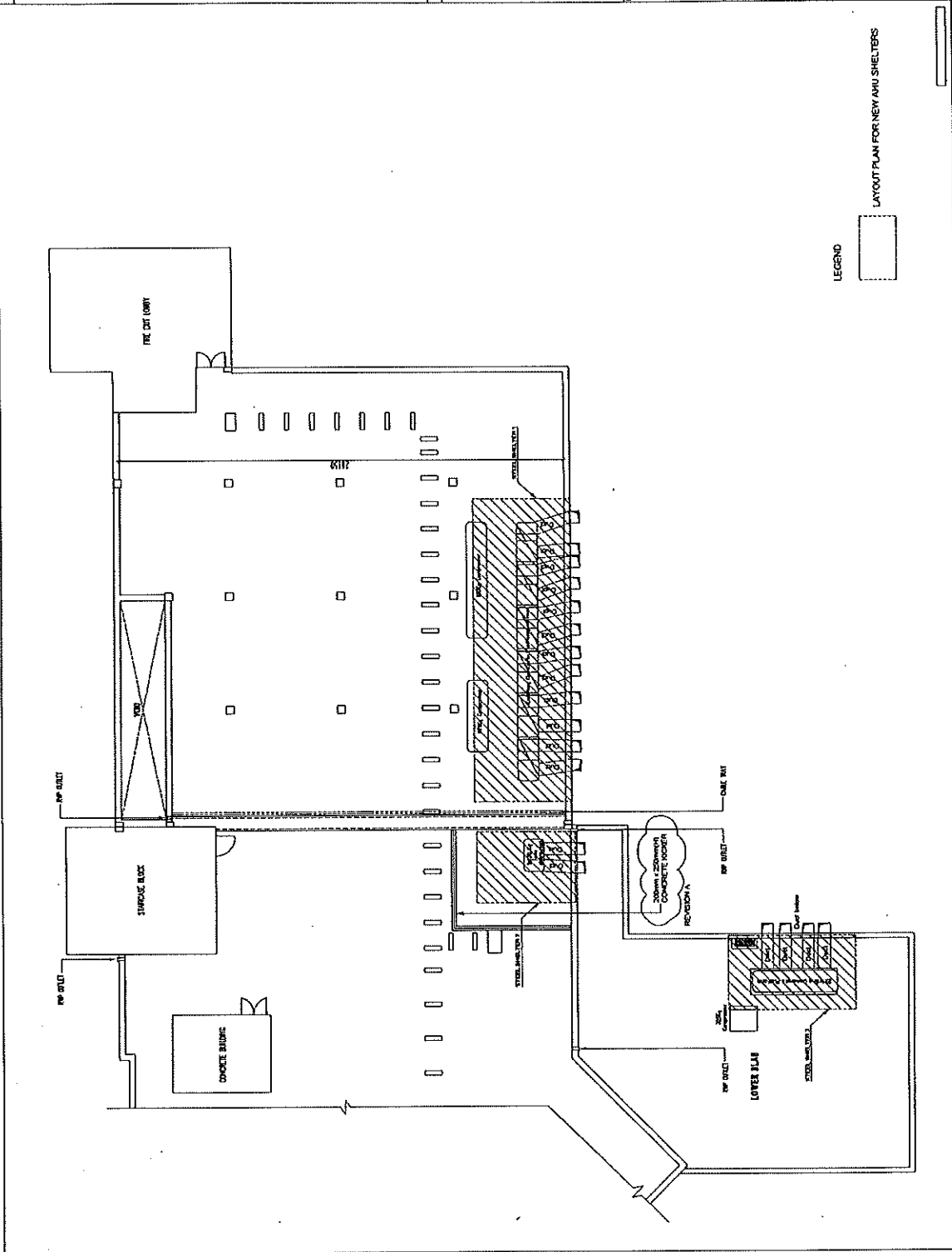
1. All work to be done in accordance with the latest specifications and standards.
2. The contractor shall be responsible for the safety of the workmen and the public.
3. All work shall be done in accordance with the approved plans and specifications.
4. The contractor shall be responsible for the safety of the workmen and the public.
5. The work shall be done in accordance with the approved plans and specifications.

No.	Description	Date
1	PRELIMINARY PLANS	1942
2	REVISED PLANS	1942
3	REVISED PLANS	1942
4	REVISED PLANS	1942
5	REVISED PLANS	1942

CONSTRUCTION OF NEW SHELTERS FOR A.H.U. AT THE NEW DPO VICTORIA HOSPITAL.

PART EXISTING ROOF PLAN SHOWING PROPOSED SHELTERS 1, 2 & 3 LOCATION

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLANS	1942
2	REVISED PLANS	1942
3	REVISED PLANS	1942
4	REVISED PLANS	1942
5	REVISED PLANS	1942



LEGEND
 [Dashed Line] LAYOUT PLAN FOR NEW AIR SHELTERS

DWG. No. H542/02
 A

(Handwritten marks)



Ministry of Health and Wellness

MHPQ/NMW&S/2022-2023/Q118

To: All BIDDERS

Addendum No. 2

Construction of New Shelters for AHU at the New OPD at Victoria Hospital
(e-proc Reference No.: HEALTH/IFB/2023/1170)

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

- 2. Prospective bidders may wish to note that changes have been made to the Waterproofing works.
- 3. In view thereof, bidders are hereby requested to fill-in zero (0) value for all items in Bill E Waterproofing Works in the Bill of Quantities.
- 4. Accordingly, a new Excel sheet for the Waterproofing works has been uploaded on the Government eProcurement system on <https://eproc.publicprocurement.govmu.org>. Bidders are requested to download the Excel sheet and complete the quote for the Waterproofing works and upload same in "Any other documents (Ver. 1.0)" Template during their bid submission.
- 5. Prospective bidders are kindly requested to take note of the above Addendum and submit their bids accordingly.

Senior Chief Executive
Ministry of Health and Wellness.
15 May 2023

Section IV: General Conditions of Contract and 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**), 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/Q118**

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

Particular Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is The Ministry of Health and Wellness, 5TH Floor, Emmanuel Anquetil Building, SSR Street, Port Louis Mauritius
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 180 calendar days from start date.
GCC 1.1 (y)	The Project Manager(s) to be Ministry of National Infrastructure & Community Development
GCC 1.1 (aa)	The Site is located in Candos and is defined in drawings.
GCC 1.1 (dd)	The Start Date shall be 14 days after handing over of site.
GCC 1.1 (hh)	<p>The Ministry of Health and Wellness intends to proceed with the refurbishment of new shelters for AHU at the new OPD block together with supply and installation of double layer waterproofing and axillary works at the Victoria hospital.</p> <p>Following a site visit on the OPD block the following was noted:</p> <ul style="list-style-type: none"> • The existing shelters for AHU and other machineries are rusted and beyond repair • Pigeon nests everywhere around the damaged metal AHU shelters • Heavy water pump leakages on the roof top causing infiltration of water in the below floor • The waterproofing layer is damaged at various locations and clogged at rain water pipe exits • Proliferation of large amount of plants on the waterproofing membranes • Lack of maintenance on the waterproofing membranes <p>In view of the above, a preliminary design was worked out which</p>

consists of the following:

- 1) Construction of new metal shelters
- 2) Waterproofing with its associated works

a) Construction of new metal shelters

The work consists of supply and installation of new metal shelters as per drawings. **It was pointed out by the hospital representatives that the old structure can only be removed after installation of new structure. Special care shall be taken while moving the AHU.**

b) Waterproofing with its associated works

Existing water proofing membranes shall be removed together with all debris, vegetation and other items on the roof and carted away. The floor shall then be cleaned and repaired where necessary. Removal of existing screed where requires with slopes to rain water pipe shall be reviewed and made good prior to installation of new waterproofing membranes. Then a new double layer of water proofing shall be laid as per drawings together with flashing at every edge, at each concrete base to AHU, expansion joints and columns and where deemed necessary.

c) Temporary Roof Covering Structure

1. The contractor shall provide a temporary roof covering structure before the removal of the existing waterproofing and supply and fix of new waterproofing.
2. The proposed temporary structure shall in no way affect any existing services on the roof and the proper running of the hospital.
3. The contractor shall submit a certificate from a Registered Professional Engineer (Civil) certifying that the temporary roof covering structure, fixed in place, shall withstand cyclonic winds of not less than 120 km/hr.
4. The duties of the Registered Professional Engineer (Civil) carrying the supervision of the works in connection with the installation temporary roof covering structure shall also issue a certificate stating that the work has been constructed as per the latter's satisfaction and approval.
5. The certificate shall in no way waive or diminish the contractor's liability towards the Employer. The Project Manager reserves the

	<p>right to request for detailed calculations and drawings for the temporary roof covering structure.</p> <p>6. During cyclonic warning, contractor shall take necessary precautions to secure his site and the Work.</p> <p>7. Any leakage occurring during the execution of the work shall be promptly attended to, including repairs of any damages caused, at no additional cost to the Employer.</p> <p>8. The temporary structure should not be fixed on site until clearance is obtained from the Project Manager.</p> <p>9. The Temporary structure shall be dismantled and cart away after completion of the whole works.</p> <p>Access, hoarding and site office</p> <p><u>Access to the site shall be restricted with CIS sheeting hoarding to stack materials with site office and the bidder shall provide his own access may it be carting away or transporting material on site and on the roof top without hindering with the daily routine of the hospital activities.</u></p> <p>Bidder shall make arrangement for access and planning should be in accordance with Hospital Representatives so as not to disrupt the normal running of the Hospital.</p>
GCC 2.2	Sectional Completions are: Not applicable
GCC 2.3(i)	<p>The following documents also form part of the Contract: Performance Security, Insurance Policies and addenda (if any).</p> <p>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 Project Manager. The documents need to be in order before the handing over of site.</p>
GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Mauritius.</p>
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: Not Applicable
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 50 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

	<p>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 13.3	<p>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 contractor’s 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”</p>
GCC 13.7	<p>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:</p> <ul style="list-style-type: none"> (a) Non- certification of payment (b) Termination of contract (c) Forfeiture of the Performance security.
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. 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: No Adjudicator shall be appointed for this Contract.</p>
GCC 24.	<p>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.</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>

	<p>mutual consultation,</p> <p>then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to</p> <p>“ the competent courts of Mauritius”</p>
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	<p>The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.</p> <p>Delete the words “<i>In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule</i>” in line 5 of clause 25.</p>
GCC 25.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs 25,000 in the next payment certificate.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: Six (6) months.
GCC 34.1	<p>Delete sub-clause 34.1 and replace by the following:</p> <p>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.</p>
GCC 39.7	Interim Payment for Plant and Material on site is not applicable.
D. Cost Control	
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 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: <ul 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: 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 whole of the Works are MUR 8,145.00 per day. The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.
GCC 47.1	The Bonus for the whole of the Works is not applicable.
GCC 48.1	The Advance Payments shall be: <i>10% maximum of contract value and inserted at contract signature stage</i> and shall be paid to the Contractor within 7 days after signature of the Contract and submission of the Advance

	Payment security by the contractor. _____
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Guarantee as per the format in Section V. 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</p> <p>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	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 30 %