



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 “**Electrical and Associated Works for e-Health at Health Region 4 (IFB Reference No.:HEALTH/IFB/2024/1882)**”, the contract has been awarded to **KC Electricals Ltd** of **Royal Road, Mont Ida, Camp de Masque** for the sum of **Rs 39,691,700.00 (Rupees Thirty-Nine Million Six Hundred and Ninety-One Thousand and Seven Hundred only)** including contingencies and excluding VAT.

**Acting Senior Chief Executive
Ministry of Health and Wellness
4th Floor, Nexsky Building
Cybercity
Ebène**

08 September 2025

MINISTRY OF HEALTH AND WELLNESS

MHPDO/WKS&S/2024-2025/DO16

2 April 2025

The Managing Director
KC Electricals Ltd
(Attn: Mr. K. Callicharan)
Royal Road, Mont Ida
Camp de Masque
Tel: 416 8572/ 5251 9436
Fax: 416 8525
Email: kmsmauritiuss@yahoo.com

Dear Sir,

Electrical and Associated Works for E-Health at Health Region 4

Please refer to your offer dated **07 October 2024** in response to our Invitation for Bids, Reference No.: **MHPQ/WKS&S/2024-2025/Q5**, (e-Procurement Reference No.: **HEALTH/IFB/2024/1882**) dated **29 August 2024** regarding the above subject.

2. We wish to inform you that your offer for **Electrical and Associated Works for E-Health at Health Region 4** for the sum of **Rs 39,691,700.00** (Rupees Thirty-Nine Million Six Hundred and Ninety-One Thousand and Seven Hundred only), including contingencies and excluding VAT subject to the specifications, terms and conditions of the bidding documents and extracts as per annexes has been approved as follows:

S/N	Description of Lot	Duration	Amount (Rs) inclusive of Contingency Sum where applicable	Contingency Sum (Rs)
1	Lot 1 – J. Nehru Hospital	(i) Phase 1 – 7 months (ii) Phase 2 – 5 months	14,391,400.00	750,000.00
2	Lot 2 – New Souillac Hospital	6 months	5,625,800.00	300,000.00
3	Lot 3 – Mahebourg Hospital	5 months	3,303,500.00	nil
4	Lot 4 – Mediclinic, A.C's and CHC's under purview of ESD South (22 sites)	6 months	11,019,000.00	500,000.00
5	Lot 5 – AHC's and CHC's under purview of ESD Vacoas (10 sites)	5 months	5,352,000.00	300,000.00

Table 1: Description of lots with respective contract amount

3. You are therefore requested to:

- (i) submit a Performance Security to **Ministry of Health and Wellness, Procurement Registry Section, Procurement Unit, 1st Floor, Nexsky Building, Cybercity, Ebène** 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-one (21) days from the date of the Letter of Acceptance in accordance with Particular Conditions of Contract GCC Clause 25.1;
- (iv) sign the Contract Agreement after confirmation that the documents mentioned in paragraph 3(i) and 3(ii) are in order; and
- (iii) proceed with the execution of the said works in accordance with the Contract Documents, after signature of the contract and possession of site.

4. The Intended Completion Date for the whole of the Works shall be **as listed in Table 1** which takes effect **within fourteen (14) days as from handing over of site**. The inspections, tests and commissioning shall be conducted by the ESD Engineer and your representative. You may contact the **Regional Health Services Administrator, J. Nehru Hospital, Rose Belle (Attn: Mr G.R. Bhowany)** on Tel: 603 7000 and the **Electrical Engineer/Senior Electrical Engineer** on Tel: 5750 8667 for follow up of the contract.

5. The liquidated damages for the whole of the Works are **0.5% of contract value per day**. The maximum amount of liquidated damages for the whole of the Works is **10%**.

6. The Electrical installations shall be guaranteed against manufacturing defects, bad workmanship and other defects not related to normal wear and tear for a period of **one (1) year** from date of successful commissioning in presence of the Director of ESD or his representative. In the event of a defect, you shall at your own expense, within 48 hours, make good such defects as instructed to the satisfaction of the Engineer. The Defects Liability period is 365 days. 5% of the Retention money shall be retained while effecting payment and will be released after the Defects Liability Period for each lot.

7. The Electrical Engineer/Senior Electrical Engineer 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 Electrical Engineer/ Senior Electrical Engineer 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. Certificates of testing and commissioning shall be submitted to the Electrical Engineer upon successful completion of the tests. The Commissioning Certificate must be signed by the Electrical Engineer and your representative after successful commissioning of the whole system.

9. The warranty period for the UPS shall be one (1) year from the date of successful commissioning and two (2) years on the batteries. You shall also provide for free maintenance services during the one-year warranty period. The maintenance services shall be done on a half yearly basis and including 1 yearly general servicing. In case the UPS is required for repair in your workshop, a replacement UPS shall be made available at no extra cost and of same rating/topology.

10. The compressor of the Air-Conditioner shall have a warranty period of 5 years, and the electronics card shall be warranty for a period of 2 years and 1 year on spare parts. These warranty periods shall be effective only as from the date of successful commissioning of the Air Conditioner.

11. Payment shall be made by the Procurement and Supply Unit, 1st Floor, Ministry of Health and Wellness, Nexsky Building, Hotel Avenue, Cybercity, Ebène upon confirmation by the User Department/ESD that the works have been successfully completed and commissioned and will be credited into your bank account.

12. The following documents, in original, should subsequently be submitted to the Procurement and Supply Section for payment purpose:

- (i) Duly signed original invoice;
- (ii) Your bank's name, address and bank account number;
- (iii) Commissioning Certificate;
- (iv) Warranty Certificates and
- (v) Certificate of Completion of the Works.

13. Please acknowledge receipt of this Letter of Acceptance by return mail on **procreg@govmu.org** within seven (7) days as from the date of this letter.

14. Any correspondence or query in regard to this Award should be addressed to the Acting Senior Chief Executive, **Attn: B.S Gungadeen (Mrs)**, Ministry of Health and Wellness, Level 4, Nexsky Building, Cybercity, Ebène.

15. Unless and until a contract agreement is signed, this Letter of Acceptance together with your offer dated **07 October 2024** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,



P. Mawah
for Acting Senior Chief Executive



Ministry of Health and Wellness

Contract Agreement

THIS AGREEMENT made on the 31 day of **July 2025**, between, the **Ministry of Health and Wellness** (hereinafter called the "Employer") represented by the Senior Chief Executive or his representative, of the one part, and **KC Electricals Ltd** represented by its Director, **Mr K. Callicharan** of **Royal Road, Mont Ida** (hereinafter referred to as "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as "Electrical and Associated Works for e-Health at Health Region 4" bearing file references **MHPQ/WKS&S/2024-2025/Q5** and **MHPDO/WKS&S/2024-2025/DO16** should be executed by the **Contractor**, and has accepted the Bid, dated **07 October 2024**, submitted by the Contractor for the execution and completion of these Works and the remedying of any defects therein, for the sum of **Rs 39,691,700.00 (Rupees Thirty-Nine Million Six Hundred and Ninety-One Thousand and Seven Hundred only)** including Contingencies and excluding VAT.

The intended completion period for the whole of the works shall be as listed in the table below, which takes effect **within fourteen (14) days as from Handing Over of site.**

S/N	Description of Lot	Duration	Amount (Rs) inclusive of Contingency Sum where applicable	Contingency Sum (Rs)
1	Lot 1 – J. Nehru Hospital	(i) Phase 1 – 7 months (ii) Phase 2 – 5 months	14,391,400.00	750,000.00
2	Lot 2 – New Souillac Hospital	6 months	5,625,800.00	300,000.00
3	Lot 3 – Mahebourg Hospital	5 months	3,303,500.00	nil
4	Lot 4 – Mediclinic, AHC's and CHC's under purview of ESD South (22 sites)	6 months	11,019,000.00	500,000.00
5	Lot 5 – AHC's and CHC's under purview of ESD Vacoas (10 sites)	5 months	5,352,000.00	300,000.00

The liquidated damages for the whole of the Works, if any, are **0.5 % per day**. The maximum amount of liquidated damages for the whole of the Works is **10 % of the Contract price**.

The Employer and the Contractor agree as follows:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 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:

- the Letter of Acceptance;
- 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, KC Electricals 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 KC Electricals 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 KC Electricals Ltd such loss and damages caused to it by the acts or omissions of KC Electricals Ltd, its employees, préposés and /or agents."**

.....
Signature of representative of the Employer

Name: Mr P. Mawah
for Senior Chief Executive

.....
Signature of representative of the Contractor

Name: Mr K. Callicharan
Director

Ministry of Health and Wellness



Seal of the Employer

KC Electricals Ltd



Seal of the Contractor

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: Electrical and Associated Works for E-Health at Health Region 4 (Lot-wise)

Tender NO. : HEALTH/IFB/2024/1882

12	12	Supply, Installation, Testing & Commissioning of 1 KVA UPS Equipment, battery pack, etc. as per specification	Units	25	17000	425000.00
13	13	Contingency sum-Bidder to insert Rs300,000 for contingency sum to be used at the discretion of the employer & deducted in whole or part, if not required.	Lot	1	300000	300000.00

ANY OTHER DOCUMENTS (VER. 1.0)

Other documents: Schedule of Materials E Health.pdf; Catalogues Pt1.pdf; Catalogues Pt2.pdf; Letter margin of Preference MOH.pdf; Financial Data June 2023.pdf; Financial Situation June 2023.pdf; SME Certificate KC Electricals Ltd.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: Ministry of Health and Wellness

We, the undersigned, declare that:

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

(b) We offer to execute in conformity with the Bidding Documents the following Works: Electrical and associated works for E-Health at health Region 4

(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)
39691700.0 (Thirty Nine Million Six Hundred Ninety One Thousand Seven Hundred Mauritian Rupees Only)	NA

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

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Document Name: Electrical and Associated Works for E-Health at Health Region 4 (Lot-wise)
Tender NO. : HEALTH/IFB/2024/1882

Alternate to Base Price:

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

(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)
39691700 (Thirty Nine Million Six Hundred Ninety One Thousand Seven Hundred Mauritian Rupees Only)	NA

(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 (Zero Mauritian Rupee Only)	NA

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

(i) Discount on Base Bid:

Discount on Base Bid	Methodology
0	NA

(ii) Discount on alternate to Base Bid:

Discount on alternate to Base Bid	Methodology
0	NA

(iii) Discount on Base Price Activity Schedule:

Discount on Base Price Activity Schedule	Methodology
0	NA

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

Discount on alternate to Base Price Activity Schedule	Methodology
0	NA

(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

(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::

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: Electrical and Associated Works for E-Health at Health Region 4 (Lot-wise)

Tender NO. : HEALTH/IFB/2024/1882

(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 validity period of the bid, or beyond any period of extension if requested under ITB 19.2;:

(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::



Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: Electrical and Associated Works for E-Health at Health Region 4 (Lot-wise)

Tender NO. : HEALTH/IFB/2024/1882

Name: K Callicharan
In the capacity of: Director
Duly authorized to sign the Bid for and on behalf of: K C Electricals Ltd

Bid Securing Declaration By subscribing to the undertaking in respect of paragraph (f) of the Letter of Bid: 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 Letter of Bid; or (b) have refused to accept a correction of an error appearing on the face of the Bid; or (c) having been notified of the acceptance of our Bid by the public body during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are not the successful Bidder, upon the earlier of, (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiry of the validity of my/our Bid. In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:





Ministry of Health and Wellness

MHPQ/WKS&S/2024-2025/Q5

To: All BIDDERS

Addendum No. 1

Electrical and Associated Works for E-Health at Health Region 4

(Lot-wise)

(e-proc Reference No.: HEALTH/IFB/2024/1882)

Please refer to this Ministry's invitation for bids dated **29 August 2024** on the above subject.

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

SN	CLARIFICATION REQUESTED	REPLY
1.	Request that interim payment be allowed for sectional completions in all lots. This is due to the fact that the completion period for Lot 1 is 7 months and it will be difficult to finance the whole project for that duration of time.	<p>Similar to Lot 4, Interim payment may be considered for Lot 1 (Electrical works at Jawaharlal Nehru Hospital) :</p> <p>Interim Payment for Plant and Material on site: is not applicable.</p> <p>Interim payment may be considered upon full/successful completion of each phase within Lot 1 and upon submission of your invoice and payment certificate by the Project Manager.</p> <p>However, no interim payment is being considered for LOT 2, 3 & 5.</p>

3. Bidders may wish to note that **closing date for submission of bids has been extended to Monday 07 October 2024 at 10:00 AM (local time) at latest and opening of bids is scheduled for Tuesday 08 October 2024 as from 10.01 AM.**

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.
23 September 2024

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Section VII. Particular Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is The Ministry of Health & Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis, Mauritius
GCC 1.1 (v)	<p>The Intended Completion Date for the whole of the Works shall be <i>as listed hereunder</i>:</p> <p>in the respective scope of works for each of the undermentioned Lots.</p> <p>1. Lot 1: J. Nehru Hospital - Duration Phase 1:7 months; Phase 2: 5 months</p> <p>2. Lot 2: Souillac Hospital – Duration 6 months</p> <p>3. Lot 3: Mahebourg Hospital - Duration 5 months</p> <p>4. Lot 4: Mediclinic, AHC's and CHC's under purview of ESD South- Duration 6 months</p> <p>5. Lot 5: AHC's and CHC's under purview of ESD Vacoas- Duration 5 months</p>
GCC 1.1 (y)	The Project Manager is <i>Energy Services Division of the respective regions under the Ministry of National Infrastructure & Community development</i>
GCC 1.1 (aa)	The Site is located at: As per Scope of Works of the respective Lot/s.
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 <i>electrical Installation works.</i>
GCC 2.2	<p>Sectional Completions are:</p> <p>Lot 1: J. Nehru Hospital - Duration Phase 1:7 months; Phase 2: 5 months</p> <p>Lot 2: Souillac Hospital – Duration 6 months</p> <p>Lot 3: Mahebourg Hospital - Duration 5 months</p> <p>Lot 4: Mediclinic, AHC's and CHC's under purview of ESD South- Duration 6 months</p> <p>Lot 5: AHC's and CHC's under purview of ESD Vacoas- Duration 5 months</p>
GCC 2.3(i)	<p>The following documents also form part of the Contract: The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>(a) The Agreement,</p> <p>(b) Letter of Acceptance,</p>

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Section VII – Particular Conditions of

Contract

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	<p>(c) Contractor's Bid,</p> <p>(d) Addenda</p> <p>(e) Particular Conditions of Contract,</p> <p>(f) General Conditions of Contract,</p> <p>(g) Specifications,</p> <p>(h) Drawings,</p> <p>(i) Bill of Quantities</p> <p>(j) Performance Security and Insurance Policies.</p> <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 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 <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>None</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 Rs10,000,000.00 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>(d) for personal injury or death of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].:</i></p> <p>(e) for injury to persons and loss or damage to property for an amount</p>

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	<p>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.</p> <p><i>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.</i></p> <p>(f) 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> <p>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.</p>
GCC 14.1	<p>Site Data are: <i>Bidders are 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 and all other matters which may influence their bid.</i></p> <p><i>No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.</i></p>
GCC 20.1	<p>The Site Possession Date(s) shall be: <i>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.</i></p> <p><i>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.</i></p>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>Not Applicable.</i>
GCC 24.	In case the contract does not provide for an adjudicator and a dispute of any

Section VII – Particular Conditions of
Contract

3-6

	<p>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 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:</p> <p><i>(Public Body to choose one of the followings)</i></p> <p>“commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p><i>or</i></p> <p>“ the courts of Mauritius”</p>
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 21 days from the date of the Letter of Acceptance.
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 Rs25,000.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 39.7	<p>Interim Payment for Plant and Material on site: is not applicable.</p> <p>Interim payment may be considered upon full/successful completion of each</p>

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	individual site within Lot 4 and upon submission of your invoice and payment certificate by the Project Manager.
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><i>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</i></p> <p><i>(1) 100 mm rainfall or above recorded in one day at the nearest rain station;</i></p> <p><i>(2) An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius; and</i></p> <p><i>(3) Cyclone warning Class III or IV.</i></p>
GCC 43.1	The currency of the Employer’s country is: <i>Mauritian Rupees</i>
GCC 44.1	The Contract is not subject to price adjustment.
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 0.5% of contract value per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10%.</p>
GCC 47.1	The Bonus for the whole of the Works is <i>Not Applicable</i> .
GCC 48.1	The Advance Payments shall be: <i>Not Applicable</i> .
GCC 48.3	If the advance payment has not been repaid prior to the issue of the Completion Certificate for the Works or prior to Termination under Clause 57 of the GCC, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer or recovered from the Advance Payment Security as applicable.

Section VII – Particular Conditions of
Contract

3-8

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><u>Note:</u> 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	<p>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: To be decided by the Project Manager.</p>
GCC 57.2 (g)	<p>The maximum number of days is: <i>20 days</i>.</p>
GCC 59.1	<p>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>.</p>

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