



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 3 (IFB Reference No.:HEALTH/IFB/2025/2031)**”, the contract has been awarded to **EDCC Co. Ltd** of **8G, Henri Koenig Street, Curepipe** for the sum of **Rs 17,277,821.48 (Rupees Seventeen Million Two Hundred and Seventy-seven Thousand, Eight Hundred and Twenty-one and Forty-eight cents inclusive of contingencies and excluding VAT.**

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

23 October 2025

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MINISTRY OF HEALTH AND WELLNESS

MHPDO/WKS&S/2024-2025/DO19

19 June 2025

COPY

The Managing Director
EDCC Co. Ltd
(Attn: Dr Seeva Durmoo)
8G, Henri Koenig Street,
Curepipe
Tel: 670 4900
Email: edcc@edcconline.com

Dear Sir,

Electrical and Associated Works for E-Health at Health Region 3 (Lot-wise)

Please refer to your offer dated **09 April 2025** in response to our Invitation for Bids, Reference No.: **MHPQ/WKS&S/2024-2025/Q17**, (e-Procurement Reference No.: **HEALTH/IFB/2025/2031**) dated **05 March 2025** regarding the above subject.

2. We wish to inform you that your offer for **Electrical and Associated Works for E-Health at Health Region 3** for the sum of **Rs 17,277,821.48 (Rupees Seventeen Million Two Hundred and Seventy-seven Thousand, Eight Hundred and Twenty-one and Forty-eight cents inclusive of 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 (excl VAT)	Contingency Sum (Rs)
1	Lot 1 – Dr Bruno Cheong Hospital under the purview of ESD Flacq	6 months	3,470,965.00	500,000.00
2	Lot 2 – Mediclinic, AHCs' and CHCs' under purview of ESD Flacq & CHCs' under purview of ESD South	6 months	7,552,077.98	500,000.00
3	Lot 3 – AHCs' and CHCs' under purview of ESD Rose-Hill East	195 days	6,254,778.50	2,000,000.00

①

Issued & emailed
on 20/06/25

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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, SAJ Hospital, Constance Flacq (Attn: Mr. A. Panchoo)** on Tel: 490 1211 and the **Electrical Engineer/Senior Electrical Engineer** on Tel: 413 3652 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 ESD Engineer 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 released after the Defects Liability Period for each lot, subject to maintenance being carried out satisfactorily during that period.

7. The warranty period for the UPS shall be at least one (1) year and a minimum of two (2) years on the battery pack as from the date of successful commissioning. The lifespan of battery shall be at least eight (8) years after commissioning. Tests on the UPSs shall be carried out as per Manufacturer's recommendations or as directed by the ESD Engineer.

8. The Electrical Engineer/Senior Electrical Engineer of the **Energy Services Division** 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 **Energy Services Division** which will, among other things, also certify claims or prepare Engineer's Certificate for payment as appropriate.



9. On completion of all the installations, the electrical contractor shall carry out tests in the presence of ESD Engineer or his representatives and submit to the Director of ESD three (3) signed copies of the test's certificates by a Registered Professional Electrical Engineer. The Commissioning Certificate for each location must be signed by the Electrical Engineer and your representative after successful commissioning of the whole system.

10. Payment shall be made by the Finance Section of the 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.

11. 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.

12. 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.

13. 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, Level 4, Nexsky Building, Cybercity, Ebène.

14. Unless and until a contract agreement is signed, this Letter of Acceptance together with your offer dated **09 April 2025** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,



P. Mawah
for Senior Chief Executive



Ministry of Health and Wellness

Contract Agreement

THIS AGREEMENT made on the 14 day of **October 2025**, between, the **Ministry of Health and Wellness** (hereinafter called the "Employer") represented by the Acting Senior Chief Executive or his representative, on the one part, and **EDCC Co. Ltd** represented by its Managing Director, **Dr Seeva Durmoo** of **8G, Henri Koenig Street, Curepipe** (hereinafter referred to as "the Contractor"), on the other part:

WHEREAS the Employer desires that the works known as "**Electrical and Associated Works for e-Health at Health Region 3 (Lot-wise)**" bearing file references **MHPQ/WKS&S/2024-2025/Q17** and **MHPDO/WKS&S/2024-2025/DO19** should be executed by the **Contractor**, and has accepted the Bid, dated **09 April 2025**, submitted by the Contractor for the execution and completion of these Works and the remedying of any defects therein, for the sum of **Rs 17,277,821.48 (Rupees Seventeen Million Two Hundred and Seventy-seven Thousand, Eight Hundred and Twenty-one and Cents Forty-Eight, inclusive of 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 (excl VAT)	Contingency Sum (Rs)
1	Lot 1 – Dr Bruno Cheong Hospital under the purview of ESD Flacq	6 months	3,470,965.00	500,000.00
2	Lot 2 – Mediclinic, AHCs' and CHCs' under purview of ESD Flacq & CHCs' under purview of ESD South	6 months	7,552,077.98	500,000.00
3	Lot 3 – AHCs' and CHCs' under purview of ESD Rose-Hill East	195 days	6,254,778.50	2,000,000.00

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:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form part 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 General Conditions of Contract;
- (d) the Appendix to the General Conditions of Contract;
- (e) the Scope of Works, Specifications, drawings; and
- (f) the completed schedules (included in (b) above).

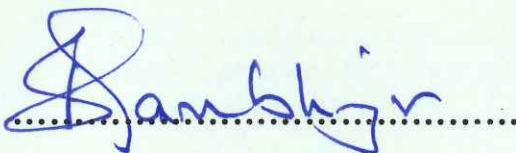
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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 in the Contract.

IN WITNESS thereof 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, EDCC 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 EDCC 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 EDCC Co. Ltd such loss and damages caused to it by the acts or omissions of EDCC Co. Ltd, its employees, préposés and /or agents."**



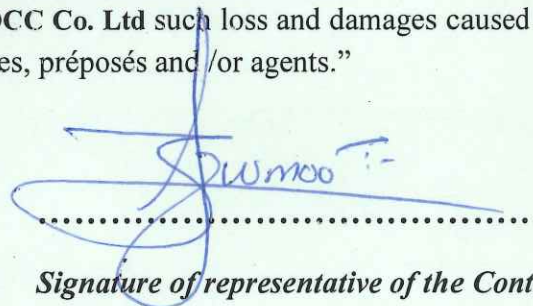
Signature of representative of the Employer

**Name: Mr R.S. Rambhujun
for Acting Senior Chief Executive**

Ministry of Health and Wellness



Seal of the Employer



Signature of representative of the Contractor

**Name: Dr Seeva Durmoo
Managing Director**

EDCC Co. Ltd

EDCC CO. LTD
Tel: 670-4900 Fax: 670-41
E-mail: edcc@edcconline.c

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 3 (Lotwise)

Tender NO. : HEALTH/IFB/2025/2031

Price Details

Total Offer Amount in MUR (Excluding VAT): 4126225.0

Sr. No.		Description			Total Offer Amount in MUR (Excluding VAT)	
1		Additional items			4126225.0	
	Sr. No.	Description	Unit	Quantity	Offer Rate in MUR Excluding VAT	Offer Amount in MUR Excluding VAT
	1	2.17 - Mediclinic Belvedere Block 1 (Ground only) Block 2 (Ground only) Block 3 (G+2)	LOT	1.0	273900	273900.00
	2	2.18 - Supply, Installation, Testing and Commissioning of 2KVA UPS Equipment, battery pack, etc. as per specifications	UNIT	223.0	17275	3852325.00
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					

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 3

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: Electrical and Associated Works for E-Health at Health Region 3 (Lotwise)

Tender NO. : HEALTH/IFB/2025/2031

(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)
17277821.48 (Seventeen Million Two Hundred Seventy Seven Thousand Eight Hundred Twenty One Mauritian Rupees And Forty Eight Cents Only)	

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

Alternate to Base Price:

Total Price - Alternate Bid (if allowed by public body)	Item Reference (applicable in case of lot wise bidding)
0 (Zero Mauritian Rupee Only)	0

(iii) Price brought forward from Detailed Activity Schedule, if applicable:

Base Price Activity Schedule:

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

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

Alternate to Base Price Activity Schedule:

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

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

(i) Discount on Base Bid:

Discount on Base Bid	Methodology
0	0

(ii) Discount on alternate to Base Bid:

Discount on alternate to Base Bid	Methodology
0	0

(iii) Discount on Base Price Activity Schedule:

Discount on Base Price Activity Schedule	Methodology

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: Electrical and Associated Works for E-Health at Health Region 3 (Lotwise)

Tender NO. : HEALTH/IFB/2025/2031

0	0
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(iv) Discount on alternate to Base Price Activity Schedule:

Discount on alternate to Base Price Activity Schedule	Methodology
0	0

(e) Our bid shall be valid for a period of (inset validity period as specified in ITB 19.1) days from the deadline for submission of bids in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period: 90 DAYS

(f) We have read and understood the content of the Bid Securing Declaration form and subscribe fully thereto, where this compliance is required by the procuring entity. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein;:

(g) I/We have submitted a Bid Security, for the amount defined in ITB 20.1 and valid for thirty days (30) beyond the original 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 do not 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

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: Electrical and Associated Works for E-Health at Health Region 3 (Lotwise)

Tender NO. : HEALTH/IFB/2025/2031

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

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

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

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

Name:

DR SEEVA DURMOO

In the capacity of::

MANAGING DIRECTOR

Duly authorized to sign the Bid for and on behalf of::

EDCC CO 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/Q17****Addendum No. 1****Electrical and Associated Works for e-Health at Health Region 3 (Lot-wise)**
(e-Proc Reference HEALTH/IFB/2025/2031)**To: All Potential Bidders**

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

2. Following request for clarification from a potential bidder, please find below the corresponding information:

S/N	QUERY	REPLY
1.	Please advise if quote for UPS section only will be accepted.	Quoting for UPS section alone will not be acceptable.

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

Acting Senior Chief Executive
Ministry of Health and Wellness
14 March 2025



Ministry of Health and Wellness

MHPQ/WKS&S/2024-2025/Q17

Addendum No. 2

Electrical and Associated Works for e-Health at Health Region 3 (Lot-wise)
(e-Proc Reference HEALTH/IFB/2025/2031)

To: All Potential Bidders

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

2. Following request for clarification from a potential bidder, please find below the corresponding information:

S/N	QUERY	REPLY
1.	<p>Please refer to Particular Conditions of Contract clause GCC 39.7 page 3-6 of tender document regarding interim payment.</p> <p>There is no Lot 4 in this project as mentioned in this clause.</p> <p>Furthermore, since the completion time for individual lots is at least 6 months, we request that payment for completion of sections within lots 1, 2 and 3 be allowed.</p>	<p>This project comprises only Lots 1, 2 and 3.</p> <p>Interim Payment for Plant and Material on site: Not applicable</p> <p><u>Lot 1</u> Interim payments may be considered only upon the full and successful completion of individual units or departments within a lot. The contractor shall submit claims for interim milestones, ensuring that each claim represents at least 30% of the total project cost for the respective lot. Additionally, for each lot, a maximum of three interim claims shall be allowed. Claims for partially completed units or departments will not be considered.</p> <p><u>Lots 2 & 3</u> Interim payments may be considered only upon the full and successful completion of individual sites within a lot. The contractor shall submit claims for interim milestones, ensuring that each claim represents at least 30% of the total project cost for the</p>

		<p>respective lot. Additionally, for each lot, a maximum of three interim claims shall be allowed.</p> <p>Claims for partially completed sites will not be considered.</p> <p>Payments will be processed upon submission of invoice and payment certificate.</p>
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3. Bidders are kindly requested to take note of the above Addendum and submit their bids accordingly.

Acting Senior Chief Executive
Ministry of Health and Wellness
27 March 2025



Ministry of Health and Wellness

MHPQ/WKS&S/2024-2025/Q17

To: All BIDDERS

Addendum No. 3

Electrical and Associated Works for e-Health at Health Region 3 (Lot-wise)
(e-Proc Reference HEALTH/IFB/2025/2031)

Please refer to this Ministry's invitation for bids dated **05 March 2025** on the above subject.

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

SN	CLARIFICATION REQUESTED	REPLY
1.	It appears that in rows Sr No 2.17, 2.18, and Sr No 3.15, the Quantity has wrongly been inserted.	<p>Serial 2.17 Mediclinic Belvedere Block 1 (Ground only) Block 2 (Ground only) Block 3 (G+2) Should read 1 Lot instead of 223 Units</p> <p>Serial No. 2.18 Supply, Installation, Testing and Commissioning of 2KVA UPS Equipment, battery pack, etc. as per specifications should read 223 units instead of 1 Lot</p> <p>Due to inadvertence the quantity and unit for Serial 2.17 and serial 2.18 has been interchanged.</p> <p>Bidders are therefore requested to consider this correction as you prepare your bids.</p> <p>Serial 3.15 is being maintained as 1 Lot.</p>

3. Bidders may wish to note that **closing date for submission of bids has been extended to Wednesday 09 April 2025 at 10:00 AM (local time)** at latest and opening of bids is scheduled for **Thursday 10 April 2025 as from 10.01 AM.**

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

Acting Senior Chief Executive
Ministry of Health and Wellness.
07 April 2025

Section VII. Particular Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is The Ministry of Health & Wellness, 4th Floor, NexSky Building, Cybercity, Ebène.
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: Dr Bruno Cheong Hospital - Duration 6 months</p> <p>2. Lot 2: AHC's, CHC's & Mediclinic under purview of ESD Flacq/ ESD South - Duration 6 months</p> <p>3. Lot 3: AHC's and CHC's under the purview of ESD Rose Hill (East) - Duration 195 days</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 and Associated works.</i>
GCC 2.2	Sectional Completions are: Not Applicable
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> <ul style="list-style-type: none"> (a) The Agreement, (b) Letter of Acceptance, (c) Contractor's Bid, (d) Addenda (e) Particular Conditions of Contract, (f) General Conditions of Contract, (g) Specifications, (h) Drawings, (i) Bill of Quantities

	<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 of 10 (Ten) Million Rupees representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property <i>[except the Works, Plant, Materials, Equipment and damage to property insured under GCC 13.1 (a), (b) & (c)]</i> or to any person <i>[except for Contractor's employees insured under GCC 13.1 (d)(i)]</i> including the Employer and its representatives which may arise out of the Contractor's performance of the contract.</p> <p><i>This insurance shall be for a limit per occurrence of not less than the amount stated above (i.e Rs. 10 million), with <u>no limit</u> 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>

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	<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.	<p>In case the contract does not provide for an adjudicator and a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such 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</p>

	<p>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	<p><i>For contracts with domestic contractor:</i></p> <p><i>“the competent courts of Mauritius”</i></p>
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 individual site within Lot 4 and upon submission of your invoice and payment certificate by the Project Manager.</p>
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: Mauritian Rupees
GCC 44.1	The Contract is not subject to price adjustment.
GCC 45.1	The proportion of payments retained is: 10%



	<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.
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Bank Guarantee as per the format in Section VIII. and shall be valid up to a date twenty-one after the end of the Defects Liability Period (DLP). Where the Performance Security expire before the date twenty-One days after the end of the DLP, the contractor shall extend the Performance Security to cover the period up to the latest date of the DLP plus twenty-one days. Failure to extend the validity of the Performance Security twenty-one days prior to its expiry may entail forfeiture of the full amount of the Performance Security</p> <p>Note: The Contractor shall execute all work required to remedy defects or damage, as may be notified to him by or on behalf of the employer, on or before the expiry date of the DLP or any extended date if a defect or damage cannot be remedied by the expiry date, all at the risk and cost of the contractor.</p>
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is <i>completion date</i> .

	The date by which “as built” drawings are required is completion date
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is: To be decided by the Project Manager.
GCC 57.2 (g)	The maximum number of days is: <i>20 days</i> .
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>20%</i> .

