



Ministry of Health and Wellness

**Award of Procurement Contract Notice under section 40(7) of the
Public Procurement Act
MHPQ/NMW&S/2022-2023/Q149 (HEALTH/IFB/2023/1219; CPB/19/2023)
New Building for Area Health Centre at Curepipe**

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the “**New Building for Area Health Centre at Curepipe (IFB Reference No.:HEALTH/IFB/2023/1219 and CPB Reference No.: CPB19/2023)**”, the contract has been awarded to **Canakiah Associates Co. Ltd of 94A, Sodnac Avenue, Quatre Bornes** for the sum of **Rs 117,579,220.00 (Rupees One Hundred and Seventeen Million, Five Hundred and Seventy-Nine Thousand, Two Hundred and Twenty only)**, including a **Contingency Sum of Rs 5,500,000** and a **Provisional Sum of Rs 800,000** excluding VAT.

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

26 January 2024

MINISTRY OF HEALTH AND WELLNESS

MHPDO/WKS&S/2023-2024/DO20

09 November 2023

The Managing Director
Canakiah Associates Co. Ltd
94A, Sodnac Avenue
Quatre Bornes
Tel: 425 7923/ 425 6669; Fax: 424 7595
Email: cana@intnet.mu/ tamloo56@hotmail.com

Dear Sir,

New Building for Area Health Centre at Curepipe

Please refer to your offer dated 25 September 2023 in response to our invitation for Bid, MHPQ/NMW&S/2022-2023/Q149 (eProcurement System Reference Number: HEALTH/IFB/2023/1219) dated 01 August 2023 on the above subject.

2. We wish to inform you that your offer for the construction of **New Building for Area Health Centre at Curepipe** for the sum of Rs 117,579,220.00 (Rupees One Hundred and Seventeen Million, Five Hundred and Seventy-Nine Thousand, Two Hundred and Twenty only), including a Contingency Sum of Rs 5,500,000 and a Provisional Sum of Rs 800,000 excluding VAT subject to the specifications, terms and conditions of the bidding documents and extracts as per Annex has been approved.

3. You are therefore requested to:

- (i) submit a Performance Security as per Particular Conditions of Contract GCC Clause 49.1, representing 10% of the contract price, within twenty-eight (28) days from the date of this Letter of Acceptance;
- (ii) forward the Insurance Cover Policies within twenty-eight (28) days as from the date of this Letter of Acceptance in accordance with Particular Conditions of Contract GCC Clause 2.3 (j) & 13.1;
- (iii) include the mobilization schedule in the Program of Works and submit same for approval within twenty-one (21) days from the date of the Letter of Acceptance in accordance with Particular Conditions of Contract GCC Clause 25.1;

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Issued 09/11/23

- (iv) sign the Contract Agreement after confirmation that the above-mentioned documents are in order; and
 - (v) proceed with the execution of the said works in accordance with the Contract documents, after signature of the contract and possession of the site.
4. You may wish to note that the **Intended Completion date** for the whole of the works shall be **730 calendar days** as from the start date, which takes effect fourteen (14) days after Handing Over of site.
5. The liquidated damages for the whole of the Works, if any, shall be **Rs 86,000.00 per day**. The maximum amount of liquidated damages for the whole of the Works is **Rs 8,600,000.00**.
6. The Defects Liability period for the contract shall be **365 days**.
7. The Project Manager 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 Project Manager of the Ministry of National Infrastructure and Community Development which will, among other things, also certify claims or prepare Engineer's Certificate for payment as appropriate.
8. Please acknowledge receipt of this Letter of Acceptance by return fax No. **214 9006 within seven (7) days as from the date of this letter**.
9. Any correspondence or query in regard to this Award should be addressed to the Senior Chief Executive **Attn: B.S Gungadeen (Mrs)**, Ministry of Health and Wellness, 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis.
10. Unless and until a formal agreement is signed, this Letter together with your offer dated **25 September 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 03rd 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 Canakiah Associates Co. Ltd represented by its Director, Mr Ramoortee Canakiah of 94A, Sodnac Avenue, Quatre Bornes (hereinafter referred to as "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as "New Building for Area Health Centre at Curepipe", file reference: MHPQ/NMW&S/2022-2023/Q149 (CPB Reference: CPB/19/2023, e-Procurement Reference No: HEALTH/IFB/2023/1219) should be executed by the Contractor, and has accepted the Bid, dated 25 September 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 117,579,220.00 (Rupees One Hundred and Seventeen Million, Five Hundred and Seventy-Nine Thousand, Two Hundred and Twenty only) including a Contingency Sum of Rs 5,500,000.00 and a Provisional Sum of Rs 800,000.00 excluding VAT.

The intended completion period for the whole of the works shall be 730 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 86,000.00 per day. The maximum amount of liquidated damages for the whole of the Works is Rs 8,600,000.00.

The Employer and the Contractor agrees as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents:
 - (a) the Letter of Acceptance;
 - (b) the Bid;
 - (c) the Appendix to the General Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Scope of Works, Specifications, drawings;
 - (f) the completed Schedules (Included in (b) above).

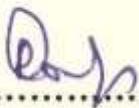
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

5. (a) **“Notwithstanding anything to the contrary in this agreement, Canakiah Associates Co. Ltd agrees to indemnify and hold harmless the Ministry of Health and Wellness from any claim brought by or on behalf of third parties against it, its préposés and/or agents, for any loss or damage caused to third parties or on their behalf by the acts and omission of Canakiah Associates Co. Ltd or its employees, préposés and /or agents during the execution of the works pursuant to the agreement.”**

(b) **“Notwithstanding anything to the contrary in this agreement, the Ministry of Health and Wellness shall be entitled to claim from Canakiah Associates Co. Ltd such loss and damages caused to it by the acts or omissions of Canakiah Associates Co. Ltd, its employees, préposés and /or agents.”**



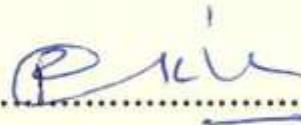
.....
Signature of representative of the Employer

*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 Ramoortee Canakiah
Director*

Canakiah Associates Co. Ltd



Seal of the Contractor

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Bid Name: New Building for Area Health Centre at Curepipe
 Bid NO.: 100859

Sr. No.	Description	Unit	Quantity	Offer Rate in MUR Excluding VAT	Offer Amount in MUR Excluding VAT
1	N/A	N/A	0.0	0	0.00
2	N/A	N/A	0.0	0	0.00
3	N/A	N/A	0.0	0	0.00
4	N/A	N/A	0.0	0	0.00
5	N/A	N/A	0.0	0	0.00
6	N/A	N/A	0.0	0	0.00
7	N/A	N/A	0.0	0	0.00
8	N/A	N/A	0.0	0	0.00
9	N/A	N/A	0.0	0	0.00
10	N/A	N/A	0.0	0	0.00
11	N/A	N/A	0.0	0	0.00
12	N/A	N/A	0.0	0	0.00
13	N/A	N/A	0.0	0	0.00
14	N/A	N/A	0.0	0	0.00
15	N/A	N/A	0.0	0	0.00
16	N/A	N/A	0.0	0	0.00
17	N/A	N/A	0.0	0	0.00
18	N/A	N/A	0.0	0	0.00
19	N/A	N/A	0.0	0	0.00
20	N/A	N/A	0.0	0	0.00
21	N/A	N/A	0.0	0	0.00
22	N/A	N/A	0.0	0	0.00
23	N/A	N/A	0.0	0	0.00
24	N/A	N/A	0.0	0	0.00
25	N/A	N/A	0.0	0	0.00

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

NEW BUILDING FOR AREA HEALTH CENTRE AT CUREPIPE

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Bid Name: New Building for Area Health Centre at Curepipe
 Bid NO.: 100859

Documents the following Works:

(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)
117579220.0 <small>(One Hundred Seventeen Million Five Hundred Twenty Two Thousand Two Hundred Twenty Two Rupees Only)</small>	

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

Alternate to Base Price:

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

(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)
NIL	NIL

(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)
NIL	NIL

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

(i) Discount on Base Bid:

Discount on Base Bid	Methodology
NIL	NIL

(ii) Discount on alternate to Base Bid:

Discount on alternate to Base Bid	Methodology
NIL	NIL

(iii) Discount on Base Price Activity Schedule:

Discount on Base Price Activity Schedule	Methodology
NIL	NIL

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Bid Name: New Building for Area Health Centre at Curepipe
 Bid NO.: 100859

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

Discount on alternate to Base Price Activity Schedule	Methodology
NIL	NIL

(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: 30 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.:

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Bid Name: New Building for Area Health Centre at Curepipe
Bid NO.: 100859

Bidder's actual or intended Country of Registration: MAURITIUS

Bidder's Year of Registration: 1992

Bidder's Legal Address in Country of Registration:

SSR AVE QUATRE BORNES

Bidder's Authorized Representative Information:

Name: MR RAMOORTEE CANAKIAH

Address:

95 AVE SODNAC QUATRE BORNES

Telephone/Fax: 4256669/ 4247595

Email Address: cana@intnet.mu

Attach scan copy Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2: Certificate of incorporation.pdf; VAT_CA.pdf; Business Repristration.pdf; EXTRACT OF BOARD MINUTES.pdf; DETAIL BANK.pdf

Attach scan copy of Authorization to represent the firm or JV named in above, in accordance with ITB 21.2: NOT APPLICABLE.pdf

Attach scanned copy of original registration Certificate with the CIDB for the Bidder including those for the members of the Joint Venture and for the joint venturewhere applicable: CIDB - Medium 1 - 2024.pdf

Attach In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 5.1: NOT APPLICABLE.pdf

Attach In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.5: NOT APPLICABLE.pdf

FORM ELI 1.2 _ PARTY TO JV INFORMATION SHEET. (VER. 1.0)

Form ELI 1.2 _ Party to JV Information Sheet: Form ELI 1.2 Party to JV Information Sheet.pdf

FORM CON - 2 _ HISTORY OF NON PERFORMING CONTRACTS (VER. 1.0)

Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria):

Pending litigation occurrence in accordance with Sub-Factor No
2.2.2 of Section III (Evaluation and Qualification Criteria):

Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria): Form CON-2 History of Non-Performing Contracts.pdf

FORM CCC_ CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS (VER. 1.0)

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.:

Form CCC Current Contract Commitments / Works in Progress (Bidder to provide data as per table in Bidding Document): List of project Complete & Current.pdf

HISTORICAL FINANCIAL PERFORMANCE (VER. 1.0)

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Bid Name: New Building for Area Health Centre at Curepipe
 Bid NO.: 100859

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

Discount on alternate to Base Price Activity Schedule	Methodology
NIL	NIL

(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: 90DAYS

(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? No
 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

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Bid Name: New Building for Area Health Centre at Curepipe
 Bid NO.: 100859

				(b) - (c)							Margin of Preference	(j) + (k)	
Commercial Evaluation for Works	1175792 20.0	0	0		0		0	0	0		0		






Ministry of Health and Wellness

MHPQ/NMW&S/2022-2023/Q149

Addendum No. 1

NEW BUILDING FOR AREA HEALTH CENTRE AT CUREPIPE

CPB/19/2023

To: All Potential Bidders

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

2. Following clarifications received, bidders may wish to note that the **closing date has now been postponed for Monday 25 September 2023 up to 13.30 hours (Mauritian Time) at latest** as mentioned hereunder:

Closing Date:

Start Date and Time (Mauritian Time): Monday 25 September 2023 as from 13:30 hrs

End Date and Time (Mauritian Time): Monday 25 September 2023 up to 14:30 hrs

Bid Data decryption and re-encryption:

Start Date and Time (Mauritian Time): Monday 25 September 2023 as from 14:31 hrs

End Date and Time (Mauritian Time): Wednesday 27 September 2023 up to 14:00 hrs

Opening Date:

Start Date and Time (Mauritian Time): Wednesday 27 September 2023 as from 14:01 hrs

End Date and Time (Mauritian Time): Wednesday 27 September 2023 up to 18:00 hrs

3. The bids shall be valid **90 days** or up to **23 December 2023**.

4. 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.
04 September 2023**

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Ministry of Health and Wellness

MHPQ/NMW&S/2022-2023/Q149

Addendum No. 2

NEW BUILDING FOR AREA HEALTH CENTRE AT CUREPIPE

CPB/19/2023

To: All Potential Bidders

Please refer to this Ministry's invitation for bids dated 01 August 2023 on the above subject.

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

SN	CLARIFICATION REQUESTED	REPLY
1.	Project duration is 365 days on page 177 and 24 months on page 72.	<p>IFB attributes, Duration of Contract to read 730 days as from the start of the project.</p> <p>ITB 15.6</p> <p>The prices quoted by the Bidder "shall be" subject to adjustment during the performance of the Contract.</p> <p>Section VII. Particular Conditions of Contract, Clause 1.1 (v) to read:The Intended Completion Date for the whole of the Works shall be 730 days from the date of start of the project, instead of 365 days.</p> <p>Consequently, bidders may wish to note that since the construction period is more than 365 days, the contract will be subject to price adjustments as follows:</p> <p>GCC 44.1 : The Contract "is" subject to price adjustment in accordance with GCC Clause 44 and the following information regarding coefficients <i>does</i> apply.</p> <p>Delete the words "in each payment certificate"</p>

SN	CLARIFICATION REQUESTED	REPLY
		<p>Add the words "in each payment certificate after 12 months period."</p> <p>The coefficients for adjustment of prices in Mauritian Rupees (currency c) are: (i) 15% non adjustable element (coefficient A) (ii) 85% adjustable element (coefficient B)</p> <p>Delete</p> <p>[Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Bid opening for inputs payable: both in specific currency "c"]</p> <p>And replace</p> <p><i>"The construction Price Indices as published by the Statistics Mauritius (website - (https://statsmauritius.govmu.org)) shall be used for any adjustment increase or decrease of cost to the contractor in carrying out of the works. Imc is the index prevailing at the end of the month and loc is the base Index 28 days prior to closing of tender as published by Statistics Mauritius"</i></p> <p>Until such time as each current cost index is available, the Project Manager shall determine a provisional index for the issue of interim payment certificates. When a current cost index is available, the adjustment shall be re-calculated accordingly.</p> <p>The price adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay by the contractor.</p>
2.	Electrical Schematic Drawings is missing in the tender.	<p>The electrical schematic is in the electrical scope of works of the bidding document itself.</p> <p>Prospective bidders may wish to note that a drawing in PDF format has been uploaded on the Government eProcurement system.</p>

SN	CLARIFICATION REQUESTED	REPLY
		<p>Bidders are to follow this schematic layout for the power distribution from CEB and Generator.</p>
3.	<p>Contractors have noted that as per the specifications in the tender document, 2 lifts of 400kg each are required. However, lifts of 400kg are very small and cannot accommodate for a stretcher or even a passenger on wheel chair. Find below snips of the sections stating the nominal capacity of the lift (Section 2.18 ? General) and door size of 800 kg which is too narrow for a stretcher and even for a wheelchair (Section Car and Landing Door).</p> <p>Please ensure that the proper specifications have been given in the tender document. For a stretcher lift, we need a passenger and goods lift of at least 1600kg.</p>	<p>(1) At Subtitle: "General" of Section '2.18 Lifts Electrical Specifications' contained in "Electrical and installation works at new AHC Curepipe" of the bidding document, the whole paragraph to be replaced by:</p> <p>The ground floor, first floor and second floor of the building shall be served with two passenger lifts.</p> <p>Lift 1 shall be 1200 – 1400 kg, electric and machine-roomless type with clear door opening of 1100mm.</p> <p>Lift 2 shall be 1600 kg/21 persons, electric and machine-roomless type with clear door opening of 1200mm.</p> <p>It shall be the responsibility of the bidders to ascertain that the lift shafts are appropriate for their proposed electric lifts.</p> <p>(2) At Subtitle: "Power Supply and Protective Equipment" of Section '2.18 Lifts Electrical Specifications' contained in "Electrical and installation works at new AHC Curepipe" of the bidding document, the whole paragraph to be replaced by:</p> <p>The lifts shall be powered from the local 400V, 50Hz three phase a.c supply.</p> <p>Power supply for the lifts, car lighting and fans, shaft lighting, battery charger for alarms etc shall be as follows:</p> <p>Lift 1 to be fed from MDB Essential Ground Floor.</p> <p>Lift 2 to be fed from SDB 1 Essential Ground Floor.</p> <p>All multi-core cables shall run on cable trays and single core cables in PVC conduit. Cable trays and PVC conduits shall be supplied by</p>

SN	CLARIFICATION REQUESTED	REPLY
		<p>the successful bidder. All cabling for the lift shall also be enclosed in conduits.</p> <p>The Contractor shall provide all protective equipment to protect the control panels (including all components therein) of the lift against all fluctuations, spikes and other disturbances as expected on the existing power supplies in the lift plant room.</p> <p>(3) At Subtitle: 'Car and Landing Doors' of Section '2.18 Lifts Electrical Specifications' contained in "Electrical and installation works at new AHC Curepipe" of the bidding document, the first paragraph to be replaced by:</p> <p>"The car shall be fitted with power operated, sliding door with centre opening, of height 2100 mm"</p> <p>(4) Consequently, bidders shall be requested to quote for (a) Lift 1 of capacity 1200-1400 Kg, and (b) Lift 2 of capacity 1600 Kg instead of the two lifts of capacity 450 kg/5 persons as previously mentioned in the specifications.</p> <p>Consequently, the Bill of Quantities, B05, ELECTRICAL WORKS INSTALLATION to be amended as follows:</p> <p>Section B 26.1 to replace by "Lift 1 - Passenger lift of 1200 - 1400 Kg capacity as per specifications"</p> <p>Section B 26.2 to replace by "Lift 2 - Passenger lift of 1600 Kg/21 persons capacity as per specifications"</p>

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

Senior Chief Executive
Ministry of Health and Wellness
15 September 2023

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Ministry of Health and Wellness

MHPQ/NMW&S/2022-2023/Q149

Addendum No. 3

NEW BUILDING FOR AREA HEALTH CENTRE AT CUREPIPE CPB/19/2023

To: All Potential Bidders

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

2. Bidders may wish to note that due to technical issues, the closing of bids on the eProcurement System could not be effected on 25 September 2023.
3. Accordingly, the closing/opening dates have now been re-scheduled as mentioned hereunder:

Closing Date:

Start Date and Time (Mauritian Time): Tuesday 26 September 2023 as from 13:30 hrs

End Date and Time (Mauritian Time): Tuesday 26 September 2023 up to 14:30 hrs

Bid Data decryption and re-encryption:

Start Date and Time (Mauritian Time): Tuesday 26 September 2023 as from 14:31 hrs

End Date and Time (Mauritian Time): Thursday 28 September 2023 up to 14:00 hrs

Opening Date:

Start Date and Time (Mauritian Time): Thursday 28 September 2023 as from 14:01 hrs

End Date and Time (Mauritian Time): Thursday 28 September 2023 up to 18:00 hrs

4. The bids shall be valid **90 days** or up to **24 December 2023**.
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.
26 September 2023**

Section II – Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	<p>Name of Public Body: Ministry of Health and Wellness</p> <p>Name of the Project: New Building for Area Health Centre at Curepipe</p> <p>Identification No. of the Project: MHPQ/NMW&S/2022-2023/ Q149. e-Procurement Reference No.: HEALTH/IFB/2023/1219</p> <p>CPB Ref. No.: CPB/19/2023</p> <p>Bidding Method: Open National Bidding</p> <p>Participation is limited to citizens of Mauritius or entities incorporated in Mauritius. Joint Ventures should be among entities incorporated in Mauritius</p> <p>The Works consist of the construction of a New Area Health Centre at Curepipe Ground + 2 including demolition works, site and drainage works.</p> <p>The project comprises of the following:</p> <ol style="list-style-type: none"> a. Demolition of Existing Area Health Centre at Curepipe including all services as per drawings and Specifications b. Construction of a new Area Health Centre in reinforced concrete frame and blockwork and R.C roof slab covered with waterproofing as per drawings and specifications. Light Weight Partitions to be provided internally as indicated including openings either timber flush doors or Aluminium openings as indicated. c. Mechanical, Cabling and Electrical Works. <p>External walls to be rendered and finished as per drawings and specifications, internal wall finishes to include for rendering, painting and wall tiles where indicated; floor finished with homogeneous tiles and other finishes as indicated; External openings to be Aluminium and metal as indicated and other works as per drawings and Specifications</p> <ol style="list-style-type: none"> d. Construction of the following small buildings: <ul style="list-style-type: none"> Concrete platforms for Generator and Water Tank and Garbage Bin. e. Site works including drainage installation works, manholes, catchpits, grease trap, gully trap, covered drain, soakaways, boundary walls, flower box and tarmac and other ancillary works as morefully described in the drawings and specifications; f. Mechanical and Electrical Works Installation including all fittings and accessories as per drawing and specifications and including builder’s work in connection with services, g. Supply and Installation of Data Cabling Points h. Other ancillary works as morefully described in the bidding documents and drawings.
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ITB 11.1	The language of the bid is English
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ITB 2.1	The Funding Agency is: Ministry of Finance, Economic Planning and Development
ITB 3.2	<p>(a) The address to file challenge in respect of this procurement is:</p> <p style="padding-left: 40px;">The Senior Chief Executive Ministry of Health and Wellness 5th Floor, Emmanuel Anquetil Building SSR Street, Port Louis Republic of Mauritius Tel. No.: +230 201 3706 Fax No.: +230 211 6864</p> <p>(b) The address to file application for review is:</p> <p style="padding-left: 40px;">The Chairperson Independent Review Panel, 5th Floor, Belmont House Intendance Street Port Louis Tel : +2302602228 Email : irp@govmu.org Fax : +230 214 9252</p>
ITB 5.2	The individuals or firms in a JV, shall be jointly and severally liable.
ITB 5.3	Participation is limited to citizens of Mauritius or entities incorporated in Mauritius

B. Bidding Documents

ITB 8.1	<p>For <u>clarification purposes</u> only: Bidders are required to submit the queries / requests for clarifications online.</p> <p>The Purchaser will endeavour to respond online to any request for clarification not later than 7 days prior to the deadline for submission of bids, provided that such request is received 14 days prior to the deadline.</p> <p>It is the responsibility of the bidders to check on the e-Procurement system for any clarifications/ addenda issued during the bidding exercise</p>
ITB 8.4	A Pre-Bid meeting has been scheduled on Tuesday 15 August 2023 at 11:00 hours at the Construction Site (Curepipe Area Health Centre), Cossigny Road, Curepipe.

C. Preparation of Bids

<p>ITB 12.1 (b)</p>	<p>The following schedules shall be submitted with the online bid by filling in the appropriate response templates: All documents required (ELI, FIN etc), and schedules in the technical proposal</p> <ul style="list-style-type: none"> (a) Form ELI-1.1 and 1.2 (b) Form CON-2 (c) Form FIN-3.1 (d) Form FIN-3 (e) Form CCC (f) Form EXP 2.4.2 (a) (g) Form EXP-2.4.2 (b) (h) Technical Proposal as per the following forms: <ul style="list-style-type: none"> - Proposed Personnel - Proposed Equipment - Site Organization - Method Statement - Mobilization Schedule - Construction Schedule
<p>ITB 12.1 (j)</p>	<p>The Bidder shall submit with its online bid the following additional documents: Technical Compliance Sheet and Specifications for Data Cabling Works Installations and Electrical Works Installation.</p> <p>(Note: For evaluation purposes the above submission does not fall under mandatory submission).</p>
<p>ITB 14.1</p>	<p>Alternative bids shall not be permitted.</p>

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ITB 14.2	Alternative times for completion shall not be permitted.
ITB 14.4	Alternative technical solutions shall not be permitted.
ITB 15.6	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 16.1	The prices shall be quoted by the bidder in Mauritian Rupees only: (a) Payment shall be in Mauritian Rupees without any adjustment to rate of exchange of foreign currencies
ITB 19.1	The bid validity period shall be: 90 days as from the deadline set for the submission of bid, or up to 03 December 2023 whichever is the latest, the deadline being counted as day one of the validity period.
ITB 20.1	The Bidder shall subscribe to a Bid Securing Declaration by digitally signing the online Bid Submission Form template containing the provision with regard thereto.
ITB 21.2	(a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature. (b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.2, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”] Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.

D. Submission and Opening of Bids

ITB 22.1 (a)	Bidders shall submit their bids electronically through the e-Procurement System. Bids submitted physically shall be rejected
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ITB 23.1	<p>Bidders shall complete their bid preparation and hash submission on line before the start Date and Time for Bid closing, Bid Closing:</p> <p>Start Date and Time (Mauritian): As per Key Activity Schedule on e-PS</p> <p>End Date and Time (Mauritian): As per Key Activity Schedule on e-PS</p>
ITB 26.1	<p>Bid Data decryption and re-encryption</p> <p>Bidders shall decrypt and re-encrypt their bids (as explained in the Guideline) within the time frame indicated hereunder:</p> <p>Start Date and Time (Mauritian): As per Key Activity Schedule on e-PS</p>
	<p>End Date and Time (Mauritian): As per Key Activity Schedule on e-PS</p>
ITB 26.3	<p>Bid Opening</p> <p>Online Bid Opening</p> <p>Start Date and Time (Mauritian): As per Key Activity Schedule on e-PS</p> <p>End Date and Time (Mauritian): As per Key Activity Schedule on e-PS</p>

E. Evaluation and Comparison of Bids

ITB 33.1	Not applicable.
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ITB 34.1	<p>Margin of Preference for employment of local manpower shall be applicable as follows:</p> <p>(a) For International Bidding</p> <p>A bidder, incorporated in the Republic of Mauritius and employing a minimum of 80% or more local manpower of the total man-days deployed for the execution of a Works contract, shall be eligible for a preference of 15%.</p> <p>(b) For National Bidding</p> <p>(i) A local Small and Medium Enterprise, having an annual turnover not exceeding Rs 100M or a joint venture consisting of local Small and Medium Enterprises having an aggregate annual turnover not exceeding Rs 100M and employing a minimum of 80% or more of local manpower of the total man-days deployed for the execution of a Works contract, shall be eligible for a Margin of Preference of 20%.</p> <p>(ii) Any bidder incorporated in the Republic of Mauritius not satisfying the conditions mentioned in (i) above but employing a minimum of 80% or more local manpower of the total man-days deployed for execution of a works contract, shall be eligible for a Margin of Preference of 10%.</p> <p>Note: Local manpower shall mean Mauritian nationals, who are on the payroll of the contractor as well as those of subcontractors executing works on the site.</p> <p>The following procedure shall be used to apply the Margin of Preference:</p> <p>(a) responsive bids shall be classified into the following groups:</p> <ul style="list-style-type: none">• Group A: bids offered by bidders meeting the conditions satisfying eligibility for a Margin of Preference , and• Group B: all other bids;
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	<p>(b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.</p> <p>Bidders applying for the Margin of Preference shall submit, as part of their bidding documents evidence of:</p> <ul style="list-style-type: none"> (a) their incorporation in the Republic of Mauritius; (b) their Joint Venture Agreement or intention to legally enter into a Joint Venture Agreement to be incorporated in the Republic of Mauritius, where applicable; (c) the percentage of the total man-days to be deployed by local manpower with break-down indicating type of works to be entrusted to the local manpower. (d) A financial statement signed by a certified Accountant vouching that the annual turn-over of the local Small and Medium enterprise (where applicable) does not exceed Rs 100M. (e) their deployment of manpower to demonstrate how they will undertake to employ the local manpower for the project. The evidence may include the number of existing employees that will be involved in the project and the number of workers that may be hired temporarily. Non-submission of the evidence may entail noneligibility of the bidder for margin of preference.
ITB 39.2	<p>1. In line with Government Decision, the Ministry of Health and Wellness shall, prior to issue of Letter of Acceptance, request the lowest substantially responsive bidder to submit a “Tax Clearance Certificate” from the MRA, confirming that the bidder has filed his tax returns and paid tax due.</p> <p>2. In case the successful bidder does not submit the “Tax Clearance Certificate” within a period of 7 days upon receiving the request, the Ministry of Health and Wellness may consider the next lowest substantially responsive bidder to equally comply with paragraph 1 above.</p> <p>It is brought to the attention of the bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public Body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA Website www.mra.mu. The bidder is requested to use the reference of the letter issued by the Public Body to access the system.</p>

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ITB 42.1	<p>The Performance security shall be 10% of the contract price inclusive of provisional and contingencies sum and excluding VAT.</p> <p>The Performance security shall be from a local bank or local insurance company and shall be unconditional (on demand) (see Section VIII. Security Forms).</p>
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ITB 42.3	<p>Preference Security:</p> <ul style="list-style-type: none"> (a) For contracts above Rs100M, the selected bidder having benefitted from the application of the Margin of Preference for employment of local manpower shall submit a preference security in the form of a bank guarantee from a local bank. (b) For contracts up to Rs 100M, the public body shall, at the selected bidder's option, either retain money from progressive payments to constitute the preference security or request a security in the form of a bank guarantee. (c) The preference security shall serve as a guarantee for the contractor to fulfill its obligation to employ a minimum of 80% or more of local manpower of the total man-days deployed for the execution of the works. (d) The amount for the preference security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract if the said Margin of Preference was not applicable. (e) The preference security shall be forfeited by the public body in case of failure on the part of the Contractor to employ at least 80% of the local manpower in the execution of the works. The defaulting contractor may also be liable to debarment or disqualification under the Public Procurement Act 2006.
ITB 43.1	NOT APLICABLE

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<p>ITB 44.1</p>	<p>Interim Payment for Plant and Material on site is applicable for specific Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works. The Plant and materials may include the following:</p> <ul style="list-style-type: none"> - Cement Bags - Reinforcement Bars - Rocksand - Crusher run - Polythene sheetings - Macadams - Electrical Plant, Materials and fittings - Plumbing Plant, Materials and fittings - Tiles (to provide for invoices) - Sanitary Wares (to provide for invoices) - Finishing Compound to be incorporated in permanent works - False ceiling materials (to provide for invoices)
	<ul style="list-style-type: none"> - Metal sheets - Steel Metal sections - Hardcore filling - Paints and the likes - Unfixed Timber cladding and unfixed doors (to provide for invoices)

Section VII. Particular Conditions of Contract

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC),

(Ref: [W/GCC10/12-21](#)) (SEE APPENDIX II), for the Procurement of Works

(available on website ppo.govmu.org) except where modified by the Particular Conditions of Contract below.

Procurement Reference Number: MHPQ/NMW&S/2022-2023/Q149

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

A. General	
GCC 1.1 (r)	The Employer is The Ministry of Health & Wellness, 5th Floor, Emmanuel Anquetil Building SSR Street, Port Louis
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <u>365 days</u> from the date of start of the project.
GCC 1.1 (y)	The Project Manager shall be designated by the Public Body.
GCC 1.1 (aa)	The Site is located at Curepipe and is defined in the Location Plan.
GCC 1.1 (dd)	The Start Date shall be 14 days after handing over of site

GCC 1.1 (hh)	<p>The Works consist of the construction of a New Area Health Centre at Curepipe Ground + 2 including demolition works, site and drainage works.</p> <p>The project comprises of the following:</p> <ul style="list-style-type: none"> a. Demolition of Existing Area Health Centre at Curepipe including all services as per drawings and Specifications b. Construction of a new Area Health Centre in reinforced concrete frame and blockwork and R.C roof slab covered with waterproofing as per drawings and specifications. Light Weight Partitions to be provided internally as indicated including openings either timber flush doors or Aluminium openings as
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	<p>indicated.</p> <p>External walls to be rendered and finished as per drawings and specifications, internal wall finishes to include for rendering, painting and wall tiles where indicated; floor finished with homogeneous tiles and other finishes as indicated; External openings to be Aluminium and metal as indicated and other works as per drawings and Specifications.</p> <ul style="list-style-type: none"> c. Construction of the following small buildings: Concrete platforms for Water Tank and Generator and Garbage Bin. d. Site works including drainage installation works, manholes, catchpits, grease trap, gully trap, covered drain, soakaways, boundary walls, flower box and tarmac and other ancillary works as morefully described in the drawings and specifications; e. Mechanical and Electrical Works Installation including all fittings and accessories as per drawing and specifications and including builder’s work in connection with services, f. Supply and Installation of Data Cabling Points g. Other ancillary works as morefully described in the bidding documents and drawings.
GCC 2.2	Sectional Completions are: Not Applicable

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GCC 2.3(i)	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) The Agreement, (b) Letter of Acceptance, (c) Contractor’s Bid, (d) Addenda (e) Particular Conditions of Contract, (f) General Conditions of Contract, (g) Specifications, (h) Drawings, (i) Bill of Quantities (j) Performance Security, Preference Security (if applicable) and Insurance Policies. <p>The Performance Security, the Preference Security (if applicable) and the insurance policies shall be submitted within 28 days as from the date of</p>
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	receipt of Letter of Acceptance, for verification by Project Manager. The documents need to be in order before the handing over of site.
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: Central Electricity Board Manpower and Waste Water Management Authority Manpower.

<p>GCC 13.1</p>	<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: (for the full amount of the works including removal of debris, professional fee etc...)</p> <p>(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.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of <u>Rs 10,000,000 (Rupees Ten Million)</u> 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.</p> <p>(d) <u>for personal injury or death:</u></p> <p>i) of the Contractor’s employees:[The Contractor shall take an adequate insurance cover for its employees)</p> <p>(ii) of other people: for injury to persons and loss or damage to property for an amount of 10 (Ten) Million Rupees representing each Party’s liability for any loss , damage, death or bodily injury which may occur to any physical property [except the Works, Plant, Materials, Equipment insured under GCC 13.1 (a) & (b)] 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>Note a: This insurance shall be for any one occurrence or series of occurrences arising out of any one event. The limit per occurrence</p>
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	<p>is of not less than the amount stated above (i.e Rs 10 million), with <u>no limit</u> on the number of occurrences.</p> <p>Note b: The ceiling for the Third-Party Liability CAR Insurance Policy can be fixed to a minimum amount of Rs 100 Million, subject to a provision that this amount may be reviewed during the contract period.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	<p>Site Data are: There are no Site Investigation Reports for this project. Bidders are however advised to visit the site prior to submission of bid. They should acquaint themselves with the nature of the site, extent of the work, means of access, general nature of the soil and all other matters which may influence their bid.</p> <p>No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.</p>
GCC 20.1	<p>The Site Possession Date(s) shall be: On the day of the handing over of site which will be communicated to the contractor after receipt of Performance Security, Preference Security, if applicable, Insurance Policy and Program of Works all as per requirements.</p> <p>The area of the site which may be occupied by the Contractor for his use as site office or for erection of workshop etc.. shall be approved by the Project Manager or his representative.</p>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Not Applicable

GCC 24.	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
	<p>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>“ the 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	<p>For contracts with domestic contractor:</p> <p>“the competent courts of Mauritius”</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 <u>Rs 50,000.</u></p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 37.6	<p>Amend Clause 37.6 by replacing “sub-clause 38.1” by “sub-clause 36.1”</p> <p>Add the following new sub-clause to Clause 37:</p> <p>“37.7 – Any error in description or quantity or omission of items of work from the Contract bills shall not vitiate the Contract but shall be corrected and deemed to be a variation required by the Project Manager. No adjustment in Preliminaries section of the Bills of Quantities shall be effected irrespective of the Final value of quantities.”</p>
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GCC 39.7 Interim Payment for Plant and Material on site is applicable up to 80% of the cost.

Interim Payment for Plant and Material on site is applicable for specific Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works. The Plant and materials may include the following:

- Cement Bags

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	<ul style="list-style-type: none"> - Reinforcement Bars - Rocksand - Crusher run - Polythene sheetings - Macadams - Electrical Plant, Materials and fittings - Plumbing Plant, Materials and fittings - Tiles (to provide for invoices) - Sanitary Wares (to provide for invoices) - Finishing Compound to be incorporated in permanent works - False ceiling materials (to provide for invoices) - Metal sheets - Steel Metal sections - Hardcore filling - Paints and the likes - Unfixed Timber cladding and unfixed doors (to provide for invoices)
GCC 40.1	Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.
GCC 41.1 (l)	<p>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</p> <ol style="list-style-type: none"> (1) 100 mm rainfall or above recorded in one day at the nearest rain station; (2) An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius; and (3) Cyclone warning Class III or IV.
GCC 43.1	The currency of the Employer’s country is: Mauritian Rupees
GCC 44.1	The Contract “is not” subject to price adjustment in accordance with GCC Clause 44 and therefore Clause 44.1 is not applicable.
GCC 45.1	<p>The proportion of payments retained is: 10%</p> <p>Amend Clause 45 by replacing Sub-Clause 45.2 with the following: “Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and the other half after 6 months. If after the release of the full retention money and up to the end of the Defects Liability Period, the Contractor fails to correct a Defect within the time specified in the Project Manager’s notice, this shall constitute a breach of the Contractor’s obligations under the contract and the Project Manager shall assess the cost of having the defect corrected and recover the money from</p>

the Performance Security.

GCC 46.1	<p>The Contractor may substitute retention money with an “on demand” Bank/Insurance guarantee.”</p> <p>The liquidated damages for the whole of the Works are Rs 86,000 per day.</p>
GCC 47.1	<p>The maximum amount of liquidated damages for the whole of the Works is <u>Rs 8,600,000</u>.</p> <p>The Bonus for the whole of the Works is Not Applicable</p>
GCC 48.1	<p>The Advance Payments shall be 10% of contract value and shall be paid to the Contractor within 21 days after signature of the Contract and submission of the Advance Payment security by the contractor.</p> <p>Repayment of Advance Payment shall start after certification for payment of ten per cent (10%) of the Accepted Contract Amount. Recovery of the Advance Payment shall be 12.5% of the total amount certified in the payment certificate. The Advance Payment shall be recovered in full when eighty per cent (80%) of the Accepted Contract Amount has been certified for payment.</p>
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Bank Guarantee as per the format in Section 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 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>
<p>E. Finishing the Contract</p>	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is completion date.</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 Rs 100,000.</p>

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GCC 57.2 (g)	The maximum number of days is: 100 days
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.