



REPUBLIC OF MAURITIUS

## **Ministry of Education, Tertiary Education, Science and Technology**

### **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 Education, Tertiary Education, Science and Technology** for the procurement of Construction of Specialist Room at Prof.Hassan Raffa SSS Terre Rouge (reference no: **MOETEST/Works/ ONB 066/2021-2022**), the contract has been awarded to **Keep Clean Ltd** of Suprem Square, Sookdeo Bissoondoyal Street, Port Louis for the sum of Rs 8,521,100.00 (Rupees Eight million, five hundred and twenty one thousand, one hundred only) inclusive of a contingency sum of Rs 500,000.00 (Rupees Five hundred thousand only) and excluding VAT.

**Date: 12 December 2022**

**Senior Chief Executive**

**Ministry of Education, Tertiary Education, Science and Technology**



REPUBLIC OF MAURITIUS

Ministry of Education, Tertiary Education Science & Technology  
Central Supplies Division, P. Mungur Building, Pont Fer, Phoenix  
☎ 660 7310 Fax: 606 8469

*In reply please quote*

My Ref: DO/MN/11/2022-2023

MOETEST/Works/ONB 066/2021-2022

LETTER OF ACCEPTANCE

21 September 2022

The Director  
Keep Clean Ltd  
Suprem Square  
Sookdeo Bissoondoyal Street,  
Port Louis  
Tel No: 213 0711  
Fax No: 213 6758

Dear Sir,

Construction of Specialist Room at Prof. Hassan Raffa SSS, Terre Rouge

Procurement Ref: MOETEST/Works/ONB 066/2021-2022 (IFB 2021/252)

Please refer to your offer dated 20 April 2022 in response of this Ministry's Invitation for Bids for the above-named project.

2. This is to inform you that the Ministry of Education, Tertiary Education, Science and Technology has accepted your offer for the above mentioned project for the total amount of Rupees Eight million, Five hundred and Twenty-One thousand and one hundred only (Rs. 8,521,100.00), inclusive of a contingency sum of Rupees Five hundred thousand only (Rs 500,000.00) and exclusive of VAT.

3. In accordance with GCC 13.1 of the bidding document, 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:

(a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc.)

(b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer

(c) for loss or damage to property: Rs 10 Million (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount 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.

with no limit in number of occurrences.

(d) for personal injury or death:

(i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].

(ii) of other people - Rs 10 Million: [This cover shall be for an adequate amount for Third-Party extended to the Employer and its representatives].

(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.

4. In accordance with GCC 2.3 (i) of Particular Conditions of Contract, the performance security shall be submitted within 28 days and the Insurance policies shall be submitted to this office within 21 days as from the date of this Letter of Acceptance for verification by the Quantity Surveyor, before the handing over of site.

5. The start date of the works shall be within **14 days** as from the handing over of the site. The completion shall be within a period of **180 days** as from the start date of works.

6. This award of contract is also subject to submission of the relevant documents within the specified deadline.

7. This letter of Acceptance together with the Ministry's Invitation to Bid, Procurement Ref No: MOETEST/Works/ONB 066/2021-2022 (IFB 2021/252) and your offer dated 20 April 2022, shall constitute a binding agreement between Keep Clean Ltd and the Ministry of Education, Tertiary Education, Science and Technology, until a formal contract agreement is signed.

8. Please acknowledge receipt of this letter by return fax: 606 8469.

Yours faithfully,



**J. Jaunbocus (Mrs)**  
**Permanent Secretary**  
**for Senior Chief Executive**

- Copy to:
- (i) DPS (Procurement) ✓
  - (ii) DPS (Finance) ✓
  - (iii) DPS (IMU) ✓
  - (iv) APS (IMU) ✓
  - (v) Building Engineer ✓
  - (vi) Manager Financial Operations ✓
  - (vii) Director, Education Zone 1 ✓
  - (viii) MPS Zone 1 ✓
  - (ix) Prof. Hassan Raffa SSS- Terre Rouge ✓
  - (x) Ministry of Labour, Industrial Relations, Employment and Training ✓
  - (xi) Director General MRA ✓

Despatched as per list  
on 22/09/2022

~~11~~

**Contract Agreement**

THIS AGREEMENT made on the *5<sup>th</sup>* day of *December, 2022*, between **Ministry of Education, Tertiary Education, Science and Technology** (hereinafter "the Employer"), of the one part, and **Keep Clean Ltd, Suprem Square, Sookdeo Bissoondoyal Street, Port Louis** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as **Construction of Specialist Room at Prof. Hassan Raffa SSS- Terre Rouge** for the total amount of **Rs. 8,521,100.00 (Rupees Eight million, Five hundred and Twenty-One thousand and One hundred only)**, inclusive of a contingency sum of **Rs 500,000.00 (Rupees Five hundred thousand only)** and excluding VAT, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

**DO/MN/11/2022-2023 – MOETEST/Works/ONB 066/2021-2022 [IFB/2021/252]**

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 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 Addendum No. 1;
  - (e) the Corrigendum No. 1;
  - (f) the General Conditions of Contract;
  - (g) the Specifications;
  - (h) the Drawings; and
  - (i) the completed Schedules.
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 within a period of 180 days as from the start date of 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.

*Handwritten signatures and initials* /2...

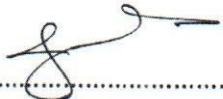
5. Notwithstanding anything to the contrary in this agreement, Keep Clean Ltd agrees to indemnify and hold harmless the Ministry of Education, Tertiary Education, Science and Technology from any claim brought by or on behalf of third parties against it, its préposés and/or agents, for any loss or damage caused to third parties or on their behalf by the acts and omission of Keep Clean Ltd or its employees, préposés and/or agents during the execution of the works pursuant to the agreement.

6. Notwithstanding anything to the contrary in this agreement, the Ministry of Education, Tertiary Education, Science and Technology shall be entitled to claim from Keep Clean Ltd such loss and damages caused to it by the acts or omissions of Keep Clean Ltd, its employees, préposés and/or agents.

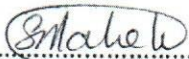
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

For and on behalf of the Ministry of Education, Tertiary Education, Science and Technology

Made in 2 Originals

Signed by:   
.....  
for and on behalf of the Employer

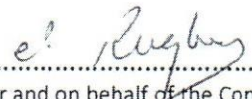
Date: 05/12/2022  
.....

in the presence of:   
.....  
Witness, Name, Signature, Address, Date


Name: S. Mahabisingh  
.....

Address: MITD House Phoenix  
.....

Date: 05/12/22  
.....

Signed by:   
.....  
for and on behalf of the Contractor

ID No: K1808620202003  
Date: 07/12/23  
.....

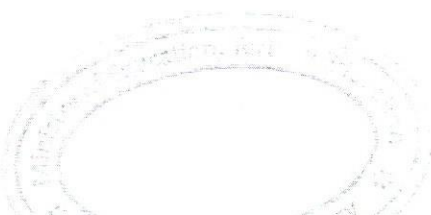
in the presence of:   
.....  
Witness, Name, Signature, Address, Date

Name: P. Louis  
.....

ID No.: P140380375939  
.....

Address: P. Louis  
.....

Date: 05/12/22  
.....



**Keep Clean Ltd**  
Bissoondoyal Street, P-Louis  
Tel: 213-0711 / 210-7025  
Fax: 213-6758 / 210-0889

## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
 Invitation for Bid No.: EDUCATION/IFB/2021/252  
 Invitation for Bid Name: Construction of Specialist Room at Prof. Hassan Raffa SSS  
 Bid No.:186842  
 Company Name: KEEP CLEAN LTD

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 Education Tertiary Education Science and Technology

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 10;:

**b) We offer to execute in conformity with the Bidding Documents** Construction of New Specialist Room at Prof. Hassen Raffa SSS, Terre Rouge

c) The total price of our Bid exclusive of discounts, if any, offered in item (d) below is::

Bidder to fill the price and discount grid(s) that are applicable and to insert "N/A" where not applicable:

(i) Price brought forward from detailed Bill of Quantity:

**Base Price:**

Base Bid
<b>8521100.0</b> ( Eight Million Five Hundred Twenty One Thousand One Hundred Mauritian Rupees Only )

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

**(i) Discount on Base Bid:**

Discount	Methodology
0	NA

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

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

(g) We are hereby submitting copy of our Bid Security, if so required by the procuring entity, in lieu of the Bid Securing Declaration;:

(h) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;:

(i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;:

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Invitation for Bid No.: EDUCATION/IFB/2021/252  
Invitation for Bid Name: Construction of Specialist Room at Prof. Hassan Raffa SSS  
Bid No.:186842  
Company Name: KEEP CLEAN LTD

(j) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15.;

(k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius.;

**l) Are you a government owned entity?:**

No

**If Yes, we are a government owned entity but meet the requirements of ITB 5.5. If No, select Not Applicable:**

Not Applicable

**m) Margin of Preference:**

We apply for margin of preference

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

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

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

**q) If awarded the contract, the person named here shall act as Contractor's Representative::** Premdath Rughoobur

Insert complete name of person digitally signing the bid and duly authorized to signing and committing the bidder as per ITB Clause 21.2 Bid Submission Template: Nadalen Appasamy

Insert legal capacity of person signing the Bid Submission Template: Manager

Insert complete name of Bidder: Keep Clean Ltd

## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Invitation for Bid No.: EDUCATION/IFB/2021/252  
Invitation for Bid Name: Construction of Specialist Room at Prof. Hassan Raffa SSS  
Bid No.:186842  
Company Name: KEEP CLEAN LTD

Bid Securing Declaration By subscribing to the undertaking in respect of paragraph (f) of the Bid Submission form: I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are\* in breach of any obligation under the bid conditions, because I/we\*:(a)have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or(b)have refused to accept a correction of an error appearing on the face of the Bid; or (c)having been notified of the acceptance of our Bid by the public body during the period of bid validity: (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.I/We\* understand this Bid Securing Declaration shall cease to be valid:(a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me / us; or(b) if I am / we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiry of the validity of my/our\* Bid.In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:





REPUBLIC OF MAURITIUS

MINISTRY OF EDUCATION, TERTIARY EDUCATION, SCIENCE AND TECHNOLOGY

ADDENDUM No 1

Dear All,

Extension of IFB - Bid closing

Construction of Specialist Room at Prof. Hassan Raffa SSS

Ref No EDUCATION/IFB/2021/252

Please refer to the above tender.

2. We are hereby informing bidders that:

the "IFB – Bid closing" activity by the Public Body has been extended pending issue of an Addendum regarding a Communication Thread. The activities "IFB - Bid closing", "IFB - Bid data decryption and re-encryption" and "IFB-Opening of bids" have been re-scheduled as follows:

**Bid Closing (Public Body):**

Start Date and Time (Mauritian): **Wednesday 20 April 2022 at 10:01 hrs**

End Date and Time (Mauritian): **Wednesday 20 April 2022 at 16:00 hrs**

**Bid Data Decryption and Re-encryption**

Bidders shall decrypt and re-encrypt their bids (as explained in the Guidelines) within the time frame indicated hereunder:

Start Date and Time (Mauritian): **Wednesday 20 April 2022 at 16.01 hrs**

End Date and Time (Mauritian): **Friday 22 February 2022 at 10.00 hrs**

**Bid Opening**

**For online submission:**

Start Date and Time (Mauritian): **Friday 22 April 2022 at 10:01 hrs**

End Date and Time (Mauritian): **Friday 22 April 2022 at 16.00 hrs**

3. Any inconvenience caused is much regretted.

Yours faithfully,

I. Kowlessur (Mrs)  
for Senior Chief Executive

# Particular Conditions of Contract

## A. General

<b>GCC 1.1 (r)</b>	The Employer is <b>Ministry of Education, Tertiary Education, Science and Technology, Level 3, MITD House, Pont Fer, Phoenix</b>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be one hundred and eighty (180) <b>days</b> from the start date.
<b>GCC 1.1 (y)</b>	The Project Manager(s) shall be the representative of the Ministry of National Infrastructure and Community Development as shall be designated by Public Body.
<b>GCC 1.1 (aa)</b>	The Site is located within the premises of the school at Terre Rouge and is defined in drawings No. <b>ED753/SW/SR/01</b>
<b>GCC 1.1 (dd)</b>	The Start Date shall be <b>14 days after handing over of site.</b>
<b>GCC 1.1 (hh)</b>	<p>The project consists of the following:</p> <p>Construction of a new specialist room block at at Hassan Raffa SSS, Terre Rouge. The Site is located within the premises of the School at Terre Rouge.</p> <p>The building would be mainly in reinforced concrete structure including block walls, concrete slabs, columns, aluminum openings, burglar proofing, homogeneous anti slip ceramic floor tiles with washed rocksand bands, heavy duty vinyl flooring, quartz tops, waterproofing, furniture, satchel racks, steel shelves and finishes and complete with all services such as electrical works, plumbing works, sanitary works, drainage and site works and other ancillary works.</p> <p>Other works as more fully described in the drawings, specifications and other parts of the Bid document.</p> <p><b>The duration of the construction works shall be 180 Days from the date of start of works.</b></p>
<b>GCC 2.2</b>	Sectional Completions are: <b>Not Applicable</b>

GCC 2.3(i)	<p>The following documents also form part of the Contract: <b>Performance Security, Insurance Policies and addenda (if any).</b></p> <p><b>The performance security shall be submitted within 28 days and insurance policies shall be submitted within 21 days as from the date of receipt of Letter of Acceptance, for verification by the Quantity Surveyor before the handing over of site.</b></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: <b>Not Applicable</b>
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 <b>Ten (10) Million</b> (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount 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>  <b>This insurance shall be for a limit per occurrence of not less than the amount stated above, with <u>no limit</u> in number of occurrences.</b></p> <p>(d) for personal injury or death:</p> <p>(i) 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>(ii) of other people <b>Ten (10) Million</b>): [<i>This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives</i>].  <b>This insurance shall be for a limit per occurrence of not less than the amount stated above, with <u>no limit</u> in number of occurrences.</b></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>
<b>GCC 13.3</b>	Delete content of Sub Clause 13.3 entirely and replace by "If the Contractor does not provide any of the policies and certificates required, this may constitute a breach of the contractor's obligations under the bid conditions and may entail forfeiture of bid security or performance security or any action by the Employer under the Bid Securing Declaration"
<b>GCC 13.7</b>	<p>Add the following new sub clause</p> <p>"13.7 – In the Event works are carried out beyond the Intended Completion Date or the Intended Completion date is extended, the contractor shall extend the Insurance policies to cover for the extended period and defects liability period. Failure on the part of the contractor to comply with the above condition may entail:</p> <ul style="list-style-type: none"> <li>(a) Non- certification of payment</li> <li>(b) Termination of contract</li> <li>(c) Forfeiture of the Performance security.</li> </ul>
<b>GCC 14.1</b>	<p>Site Data are: <b>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.</b></p> <p><b>No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.</b></p>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>within Fourteen (14) days from submission and approval of Performance Security, Preference Security where applicable and Insurance covers. The area of the site which may be occupied by the Contractor for his use as site office or for erection of workshop etc. shall be approved by the Project Manager or his representative.</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>No Adjudicator shall be appointed for this Contract.</b>

<b>GCC 24.</b>	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation,</p> <p>then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to</p> <p style="text-align: center;">“ the competent courts of Mauritius”</p>
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>Not applicable.</b>
<b>GCC 24.4</b>	<b>Not Applicable</b>

### **B. Time Control**

<b>GCC 25.1</b>	<p>The Contractor shall submit for approval a detailed Program for the Works <b>within 14 days from the date of handing over of site.</b></p> <p>Delete the words “<i>In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule</i>” in line 5 of clause 25..</p>
<b>GCC 25.3</b>	<p>Delete the words “<i>In the case of a lump sum contract, the contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager</i>” in line 7 of clause 25.3</p> <p>The period between Program updates is <b>30 days.</b> The amount to be withheld for late submission of an updated Program is <b>Rs 25,000 in the next payment certificate.</b></p>

### **C. Quality Control**

<b>GCC 33.1</b>	The Defects Liability Period is: <b>365 calendar days.</b>
<b>GCC 34.1</b>	Delete sub-clause 34.1 and replace by the following:

	Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager’s notice, this shall constitute a breach of the Contractor’s obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.
<b>GCC 35.2</b>	Delete “is” and replace by “may be “after line 3 in clause 35.2
<b>GCC 35.3</b>	Add new sub clause “35.3-Where a work is implied in the drawings or specifications or description of works and not itemized in the Activity Schedule, any such work shall be deemed to have been priced elsewhere in the contract price”
<b>GCC 35.4</b>	Add new sub clause“35.4 -Any prices in the activity schedule shall be fully inclusive for the finished works described under the respective work item and drawings and/ or specifications and scope of works”
<b>GCC 36.2</b>	Delete sub Clause 36.2 entirely
<b>GCC 37.1</b>	Delete “, and, in the case of lump sum contract, also in the activity schedule, ”in line 1 of sub clause 37.1
<b>GCC 37.2</b>	Add “Omissions and additions shall be measured and valued at fair rates and prices, having regards to current market prices. The contractor shall supply all information required by the Project Manager to enable him to value a variation” after line 6 of clause 37.2
<b>GCC 38.1</b>	Delete the words “, or in the case of a lump sum contract, the Activity Schedule,” in line 1 of clause 38.1
<b>GCC 39.7</b>	<b>Interim Payment for materials on site only is applicable.</b> The payment will be 80% of the Project Manager’s determination of the cost of plants and materials delivered on site.
<b>D. Cost Control</b>	
<b>GCC 40.1</b>	Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.
<b>GCC 41.1 (l)</b>	The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:

	<p>(1) 100 mm rainfall or above recorded in one day at the nearest rain station;</p> <p>(2) An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius; and</p> <p>(3) Cyclone warning Class III or IV.</p>
<b>GCC 43.1</b>	The currency of the Employer’s country is: <b>Mauritian Rupees.</b>
<b>GCC 44.1</b>	The Contract is not subject to price adjustment.
<b>GCC 45.1</b>	GCC Clause 45 is not applicable.
<b>GCC 46.1</b>	The liquidated damages for the whole of the Works are <b>Rs 5,000 per day.</b> The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.
<b>GCC 47.1</b>	The Bonus for the whole of the Works is not applicable.
<b>GCC 48.1</b>	The Advance Payments shall be: <i>10 % maximum of the contract price less contingency sum and shall be paid to the contractor no later than seven (7) days from the date of issue of certificate. The Advance Payment shall be recovered through contractor’s running account bills at the rate of 12.5 % of the gross value of works done including materials on site.</i>
<b>GCC 49.1</b>	<p>The Performance Security amount is <b>10 %</b> of the contract price in the form of a Bank Guarantee as per the format in <b>Section VIII.</b> 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><b>Note:</b> 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**

<b>GCC 56.1</b>	<p>The date by which operating and maintenance manuals are required is: the date of completion.</p> <p>The date by which “as built” drawings is required is: the date of completion.</p>
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<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <b>Rs 25,000.</b>
<b>GCC 57.2 (g)</b>	The maximum number of days is: 60 days
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>20% .</b>