



REPUBLIC OF MAURITIUS

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 and Human Resource for the procurement of Phase 2 of the construction of the "Abdool Rahman Abdool Government school" at Port Louis (reference no: **MOETEST/Works/ONB 020/2023-2024 (IFB/2023/1434)**), the contract has been awarded to **Keep Clean Ltd** of Suprem Square, Sookdeo Bissoondoyal Street, Port Louis, for the sum of Rs. 124,834,751.00 (Rupees One hundred and Twenty-Four million, Eight hundred and Thirty-Four thousand Seven hundred and Fifty One only), inclusive of a contingency sum of Rs 5,670,000.00 (Rupees Five Million, Six Hundred and Seventy Thousand only) and exclusive of VAT.

Date: 30 July 2025

Senior Chief Executive

Ministry of Education and Human Resource



REPUBLIC OF MAURITIUS

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

In reply please quote

My Ref: DO/MN/44 /2023-2024

MOETEST/Works/ONB 020/2023-2024

LETTER OF ACCEPTANCE

21 June 2024

The Director
Keep Clean Ltd
Suprem Square
Sookdeo Bissoondoyal Street,
Port Louis
Tel No: 210 7025
Fax No: 213 6758

Dear Sir,

Phase 2 of the Construction of the "Abdool Rahman Abdool Government School" at Port Louis
Procurement Ref: MOETEST/Works/ONB 020/2023-2024 (IFB/2023/1434)- CPB/48/2023

Please refer to your offer dated 28 February 2024 in response of this Ministry's Invitation for Bids for the above-named project.

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 **Rs. 124,834,751.00 (Rupees One hundred and Twenty-Four million, Eight hundred and Thirty-Four thousand Seven hundred and Fifty One only)**, inclusive of a contingency sum of **Rs 5,670,000.00 (Rupees Five Million, Six Hundred and Seventy Thousand only)** and exclusive of VAT.

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 cover shall apply separately to each insured as though a separate policy had been issued to each of the joint insured. The minimum insurance amounts shall be:

- (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...);
- (b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. Evidence to be produced by Contractor.);
- (c) for loss or damage to adjoining property and/or property in which the works are being carried out (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of Rs 10,000,000. 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);

21

- (d) for personal injury or death and damage to property;
- (i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works]. Evidence to be produced by Contractor.
- (ii) for injury to persons and loss or damage to property for an amount of **10 (Ten) Million Rupees** representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property [except the Works, Plant, Materials, Equipment and damage to property insured under GCC 13.1 (a), (b) & (c)] or to any person [except for Contractor's employees insured under GCC 13.1 (d)(i)] including the Employer and its representatives which may arise out of the Contractor's performance of the contract

This insurance shall be for a limit per occurrence of not less than the amount stated above (i.e Rs. 10 million), with no limit in number of occurrences. The ceiling for the Third Party Liability shall be for a minimum amount of Rs. 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount. (In line with PPO Directive 56).

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

In accordance with GCC 49.1 of Particular Conditions of Contract and ITB 35.5, the performance security amounting 20% instead of 10 % of the contract price (front loaded and unbalanced bills observed in your bid) in the form of a Bank Guarantee 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.

The start date of the works shall be within **14 days** as from the handing over of the site for each phase. The completion shall be within a period of **270 calendar days from date of start of work for Phase 2A and 150 calendar days from date of start of work for Phase 2B.**

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

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

Yours faithfully,



D. Ramma (Mrs)
for Ag.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) Rector Abdool Raman Abdool
 - (x) Ministry of Labour, Industrial Relations, Employment and Training
 - (xi) Director General MRA
 - (xii) CPB (Chief Executive)
- } 47
- } Key Post

Contract Agreement

THIS AGREEMENT made on the 28th day of July, 2025, between the Ministry of Education and Human Resource (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 Phase 2 of the Construction of the "Abdool Rahman Abdool Government School" at Port Louis for the total amount of Rs. 124,834,751.00 (Rupees One hundred and Twenty-Four million, Eight hundred and Thirty-Four thousand Seven hundred and Fifty One only), inclusive of a contingency sum of Rs 5,670,000.00 (Rupees Five Million, Six Hundred and Seventy 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/44/2023-2024 – MOETEST/Works/ONB 020/2023-2024 [IFB/2023/1434]

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.
 - (a) the Letter of Acceptance; (as per annex)
 - (b) the Bid;
 - (c) the Addenda No. 1 & 2;
 - (d) the Particular Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) the Specifications;
 - (g) the Drawings; and
 - (h) the completed Schedules.

This Agreement shall prevail over all other Contract documents.

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 **270 calendar days from date of start of work for Phase 2A and 150 calendar days from date of start of work for Phase 2B** 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.

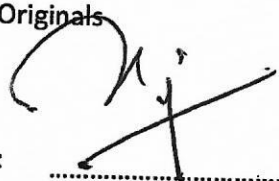
5. Notwithstanding anything to the contrary in this agreement, Keep Clean Ltd agrees to indemnify and hold harmless the Ministry of Education and Human Resource from any claim brought by or on behalf of third parties against it, its préposés and/or agents, for any loss or damage caused to third parties 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 and Human Resource 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 and Human Resource.**

Made in 2 Originals

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

DONATIEN DASSANE

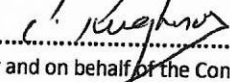
Date: 28-VII-2021

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

Name: C. Bhootoo

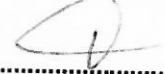
Address: Beau Bassin

Date: 28/07/21

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

ID No: K180020202405

Date: 28-07-2021

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

Name: RAGHOBUR PREM DATH

ID No.: 21402803015929

Address: P. Louis

Date: 28-07-21

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

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Invitation for Bid No.: EDUCATION/IFB/2023/1434

Invitation for Bid Name: Phase 2 of the Construction of the "Abdool Rahman Abdool Govt School" at Port Louis

Bid No.:170932

Company Name: KEEP CLEAN LTD

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

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 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 9:

(b) We offer to execute in conformity with Phase 2 of the construction of the Abdool the Bidding Documents the following Works: Rahman Abdool Government school at Port Louis

(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)
124834751.0	

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Invitation for Bid No.: EDUCATION/IFB/2023/1434
Invitation for Bid Name: Phase 2 of the Construction of the "Abdool Rahman Abdool Govt School" at Port Louis
Bid No.:170932
Company Name: KEEP CLEAN LTD

(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)	NA

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

Base Price Activity Schedule:

Total Price - Detailed Activity Schedule	Item Reference (in case of lot wise bidding)
124834751 (One Hundred Twenty Four Million Eight Hundred Thirty Four Thousand Seven Hundred Fifty One Mauritian Rupees Only)	

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

Alternate to Base Price Activity Schedule:

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

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

(i) Discount on Base Bid:

Discount on Base Bid	Methodology
0	NA

(ii) Discount on alternate to Base Bid:

Discount on alternate to Base Bid	Methodology
0	NA

(iii) Discount on Base Price Activity Schedule:

Discount on Base Price Activity Schedule	Methodology
0	NA

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

Discount on alternate to Base Price Activity Schedule	Methodology
0	NA

(e) Our bid shall be valid for a period of 90 days (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 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;:

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Invitation for Bid No.: EDUCATION/IFB/2023/1434
Invitation for Bid Name: Phase 2 of the Construction of the "Abdool Rahman Abdool Govt School" at Port Louis
Bid No.:170932
Company Name: KEEP CLEAN LTD

(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? If No, select Not Applicable: 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"):

Nil

(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: Nadalen Appasamy
In the capacity of:: Manager
Duly authorized to sign the Bid for and on behalf of:: Keep Clean Ltd

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Invitation for Bid No.: EDUCATION/IFB/2023/1434

Invitation for Bid Name: Phase 2 of the Construction of the "Abdool Rahman Abdool Govt School" at Port Louis

Bid No.:170932

Company Name: KEEP CLEAN 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.:

COMMERCIAL EVALUATION TEMPLATE FOR WORKS _ VER 2

The data in this template is in read only mode and will be used for evaluation purposes after opening of bids. You are only required to decrypt and re-encrypt this template.:

Commercial Evaluation - Works:

Commercial Evaluation for Works	Bid Price in MUR (a)	Provisional Sum and Contingencies (b)	Discount in MUR (c)	Discounted price / Contract Price in MUR (d) = (a) - (b) - (c)	Adjustment due to foreign currency in MUR (e)	Corrected bid price in MUR (f) = (d) + (e)	Additions in MUR (g)	Adjustments in MUR (h)	Price Deviations in MUR (i)	Total Price in MUR (j) = (f) + (g) + (h) + (i)	Ranking on Least Cost prior to applying Margin of Preference	Margin of Preference (k)	Total Price in MUR after adjustment to MoP (l) = (j) + (k)	Uploaded Working documents
Commercial Evaluation for Works	124834751.0	0	0		0		0	0	0			0		

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Invitation for Bid No.: EDUCATION/IFB/2023/1434
Invitation for Bid Name: Phase 2 of the Construction of the "Abdool Rahman Abdool Govt School" at Port Louis
Bid No.: 170932
Company Name: KEEP CLEAN LTD

21 February 2024

CLARIFICATION No 1

Dear Bidders,

Following a New Communication Thread registered on e-Proc system with regard to the project Phase 2 of the Construction of the 'Abdool Rahman Abdool Govt School' at Port Louis – CPB/48/2023, kindly find reply to same.

QUERY

We are writing to express our concerns regarding the special conditions outlined in the tender documents, Special Conditions For Working In The School Environment, Section (2) pertaining to noise restrictions during building works.

Firstly, while we fully understand and appreciate the need to minimize disruption to school environment and maintain a peaceful atmosphere, we believe that the current restrictions imposed are excessively stringent. The nature of construction work inherently involves certain levels of noise, which are unavoidable despite the best efforts to mitigate them. Consequently, the current restrictions risk impeding the project progress, increasing operational costs, and potentially breaching project timelines.

Secondly, pertaining to Section (3), we would like to highlight that limited access to essential materials and transportation services outside regular business hours disrupts the project's schedule. Commencing work before suppliers and logistics are operational proves unviable due to these logistical constraints.

In light of the above considerations, I respectfully request a review of the noise and logistical restrictions specified in the tender documents. We propose that more reasonable and practical guidelines is recommended that strikes a balance between the needs of the project and the concerns of the local community.

We think for the benefit of the project we would suggest to relocate the pupil of the school to other institution for around six months. This is just a suggestion.

REPLY

Bidders are hereby informed that provisions in bidding documents are maintained. Students will not be relocated as the project will be carried out in a phased manner.

Regards,

N. Seedanie

MSO

Ministry of Education, Tertiary Education, Science and Technology

Note of Pre-Bid Meeting for 'Phase 2 of the Construction of the "Abdool Rahman Abdool Government School" at Port Louis' held on Wednesday 07 February 2024 at 10 30 hrs at
Abdool Rahman Abdool Government School

1.0 Members Present

SN	NAME	DESIGNATION
Ministry of Education, Tertiary Education, Science and Technology (MOETEST)		
1	Mrs. A. Bhowarkan	Assistant Permanent Secretary(<i>Chairperson</i>)
2	Mr. C. Bhootooa	Manager Procurement & Supply
3	Mr. Y. Sairally	Engineer/ Senior Engineer
4	Mrs. S. Ramgoolam	Engineer/ Senior Engineer
5	Mr. N. Seedanie	Management Support Officer (<i>Secretary</i>)
Ministry of National Infrastructural and Community Development (MNICD)		
1	Mr. H. Bhoosee	Lead Architect
2	Mr H. Rakhal	Quantity Surveyor/Senior Quantity Surveyor (Temporary)
Canakiah Associates Co Ltd		
1	Mr R. Canakiah	Director
Abdool Rahman Abdool Government School		
1	Mrs S. Baljeewan	Acting HeadMaster

1.1 Welcome Address

The Chairperson welcomed representatives of Canakiah Associates Co Ltd, MNICD as well as representatives of the Ministry present.

1.2 Purpose of Meeting

The purpose of the meeting was to attend to queries of potential bidders of the 'Phase 2 of the Construction of the "Abdool Rahman Abdool Government School" at Port Louis' project.

1.3 Background

Mr. Y. Sairally, Engineer/Senior Engineer from MOETEST, gave a brief introduction of the Project. He informed on the following, amongst others:

- Phase 1 of the project was completed in 2015; and
- Phase 2 has been delayed due to unforeseen reasons:
 - Non-responsive bids; and

- Cost estimates being reviewed after escalation of prices following the COVID-19 pandemic.

Mr. H. Bhoosee, Lead Architect from MNICD gave an overview of the scope of works and reiterated the following issues, amongst others:

- the construction shall be carried out in two phases – Phase 2A and 2B;
- the project consists of:
 - demolition of existing classroom, toilet block, part of stone walls and other structures;
 - cutting down of trees and uprooting of stems; and
 - construction of new classroom blocks, toilet block, covered link with kiosk and others structures.
- there will be two (2) temporary accesses for the contractor. One (1) access will be closed from 7.30 am to 3.30 pm during school days.
- safety precaution for students including an adequate temporary shed near the toilet block should be maintained at all times as school will take place at the same time as the construction;

1.4 Queries Raised by Potential Bidder

Query No 1

Mr. R. Canakiah stated that it is mentioned in the bidding documents that the works should be completed without noise and it is impossible to perform construction works without noise. This should be rectified to minimum noise instead.

Query No 2

Mr. R. Canakiah pointed out that The United Basalt Products Ltd opens from 7.30 am to 3 00 pm and as pursuant to the Bidding Documents, the access will be closed from 7.30 am to 3.30 pm during school days, it would be difficult to complete the project in the allotted time. Moreover, it would be an additional cost to have the materials stand-by until it can access the school premises. Mr Canakiah proposed to move all students to another school to enable a better environment for the construction works.

Mr. R. Canakiah has stated that he will send a formal query on the e-procurement system for a formal reply to be made.

1.5 Site Visit

A site visit of the school was conducted, led by Mr H. Bhoosee.

End of Meeting

The Chairperson thanked all members present. The meeting ended at 11 25 hrs.

07.02.2024

MOETEST

Addendum 1

Dear Bidders,

**Phase 2 of the Construction of “Abdool Rahman Abdool
Government School” at Port Louis**

You are kindly reminded that a Pre-Bid Meeting is scheduled to take place on Wednesday 7th February 2024 at 10 30 hrs at Abdool Rahman Abdool Government School (ON SITE).

Regards,

I.Kowlessur (Mrs)

OMA

06 February 2024

Section VII. Particular Conditions of Contract

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (r)	<p>The Employer is</p> <p>Ministry of Education, Tertiary Education, Science and Technology MITD House, Pont Fer, Phoenix</p> <p>Tel No: +230 6015200</p> <p>Fax No: 696 3056</p>
GCC 1.1 (v)	<p>The Intended Completion Date for the whole of the Works shall be</p> <p>Phase 2A: 270 calendar days from date of start of work for Phase 2A Phase 2B: 150 calendar days from date of start of work for Phase 2B</p> <p>Note:</p> <p>Phase 2B shall start after completion of Phase 2A, incl. necessary testing & commissioning & upon handing over to the Employer.</p> <p>Allow the employer a maximum of <u>14 days floating period</u> after completion of phase 2A and before the start of phase 2B. The floating period shall not be accounted in the duration of construction works for the phase.</p>
GCC 1.1 (y)	<p>The Project Manager(s) shall be the representative of the Ministry of National Infrastructure and Community Development as shall be designated by Public Body.</p>
GCC 1.1 (aa)	<p>The Site is located at Port-Louis and is defined in drawings No. ED633/SV/01</p>
GCC 1.1 (dd)	<p>The Start Date shall be 14 days after handing over of site for each phase.</p>

GCC 1.1 (hh)	<p>The Works consist of <i>the following</i>:</p> <p>The project shall consist of the following:</p> <p>The project is the Phase 2 of the construction of the “Abdool Rahman Abdool Government school” at Port Louis.</p> <p>The construction works shall be carried out in two phases- Phases 2A and 2B.</p> <p>Only after the construction and commissioning of Phase 2A is completed, ready for operation and handed over to Client Ministry, shall Phase 2B be started.</p> <p>The Project consists of the demolition of existing classroom blocks, toilet block, part of stone walls and other structures. It also includes the cutting down of trees and uprooting of stems and construction of new Classroom Blocks (G+2), Toilet Block (G+2), Covered Link with Kiosk, Canteen, minor structures and complete with all services and site works including lay-by, new boundary walls, upgrading of boundary walls, courtyard, parking areas, playfields, new electrical works, new plumbing and mechanical works, etc. as shown on drawings.</p> <p>The works shall be executed in two phases as described in the drawings, specifications and other parts of the bid document.</p> <p>Other works as morefully described in the drawings, specifications and other parts of the Bid document.</p>
GCC 2.2	<p>Sectional Completions are Applicable</p> <p>Intended Completion dates are as per GCC 1.1(v)</p>
GCC 2.3(i)	<p>The following documents also form part of the Contract: Performance Security, Preference Security (if applicable), Insurance Policies, Bill of Quantities and addenda (if any).</p> <p>The performance security and insurance policies shall be submitted within 21 days as from the date of receipt of Letter of Acceptance, for verification by the Quantity Surveyor 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	<p>The Project manager <i>may</i> delegate any of his duties and responsibilities.</p>
GCC 8.1	<p>Schedule of other contractors: <i>Not Applicable</i></p>

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 cover shall apply separately to each insured as though a separate policy had been issued to each of the joint insured. The minimum insurance amounts shall be:</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. <u>Evidence to be produced by Contractor.</u></i></p> <p>Delete content of Sub Clause 13.1 (c) and (d) entirely and replace by new Sub clause 13.1 (c) and (d) (i) and (ii) as follows:</p> <p>(c) for loss or damage to adjoining property and/or property in which the works are being carried out (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of Rs 10,000,000. <i>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 and damage to property</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]. <u>Evidence to be produced by Contractor.</u></i></p> <p>(ii) for injury to persons and loss or damage to property for an amount of 10 (Ten) Million Rupees representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property <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 no limit in number of occurrences. The ceiling for the Third Party Liability shall be for a minimum amount of Rs. 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount. (In line with PPO Directive 56)</i></p> <p>Add the following sub-clause 13.1 (e)</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.) 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 13.3	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 performance security and termination of the contract."
GCC 13.7	<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"> (a) Non- certification of payment (b) Termination of contract (c) Forfeiture of the Performance security."
GCC 14.1	<p>Site Data are: There are no Site Investigation Reports for this project. Bidders are however advised to visit the site prior to submission of bid. They should acquaint themselves with the nature of the site, extent of the work, means of access, general nature of the soil and all other matters which may influence their bid.</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: within Fourteen (14) days from submission and approval of Performance Security 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.</p>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.</p>
GCC 24.	<p>In case 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</p>

	<p>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>“ the competent courts of Mauritius”</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	Not Applicable
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works for all Phases within 21 days from the handing over of site of Phase I.
GCC 25.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs.25,000 in the next payment certificate.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days for each Phase.
D. Cost Control	
GCC 37.6	Amend clause 37.6 by replacing sub-clause '38.1' by sub-clause '36.1'
GCC 37.7	<p>Add the following new sub clause</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>
GCC 39.7	<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

	<ul style="list-style-type: none"> - Rocksand - Crusher run - Polythene sheetings - Aggregates - Electrical Plant, Materials and fittings - Mechanical (plumbing) Plant, Materials and fittings - Tiles (to provide for invoices) - Sanitary Wares (to provide for invoices) - Finishing Compound to be incorporated in permanent works - Metal sheets - Steel Metal sections - Hardcore filling - Paints <p>The payment will be 80% of the Project Manager's determination of the cost of plants and materials delivered on site.</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>The term "exceptionally adverse weather conditions" is hereby defined as any one of the following events:</p> <ul style="list-style-type: none"> (1) 100 mm rainfall or above recorded in one day at the nearest rain station; (2) An official declaration of "Torrential Rain" by the Meteorological Department of Mauritius; and (3) Cyclone warning Class III or IV.
GCC 43.1	The currency of the Employer's country is: <i>Mauritian Rupees</i>
GCC 44.1	<p>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> <p>The coefficients for adjustment of prices in Mauritian Rupees(currency C) are:</p> <ul style="list-style-type: none"> (i) 15% non adjustable element (coefficient A). (ii) 85% percent adjustable element (coefficient B). <p>Delete</p> <p>[Imc is the index prevailing at the end of the month being invoiced and Ioc 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.</i></p>

	<p><i>Imc is the index prevailing at the end of the month and Ioc 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>
GCC 45.1	<p>The proportion of payments retained is: <i>10 % of the value of work certified up to completion of works and 5% up to 6 months from issue of Certificate of Completion, for each phase.</i></p> <p>Amend Clause 45 by replacing Sub-Clause 45.2 with the following: “Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and the other half after 6 months. If after the release of the full retention money and up to the end of the Defects Liability Period, the Contractor fails to correct a Defect within the time specified in the Project Manager’s notice, this shall constitute a breach of the Contractor’s obligations under the contract and the Project Manager shall assess the cost of having the defect corrected and recover the money from the Performance Security. The Contractor may substitute retention money with an “on demand” Bank/Insurance guarantee.”</p>
GCC 46.1	<p>The liquidated damages for the works are: Phase 2A Rs 72,000 per day Phase 2B Rs. 98,000 per day</p> <p>The maximum amount of liquidated damages for the Works are. Phase 2A – Rs6,480,000 Phase 2B– Rs 4,900,000</p>
GCC 47.1	Not Applicable
GCC 48.1	<p>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></p>
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Bank Guarantee/ Insurance 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</p>

	<p>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	<p>The date by which operating and maintenance manuals are required is the date of completions for the respective phases.</p> <p>The date by which “as built” drawings are required is the dates of Completion for the respective phases.</p>
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 Rs.25,000 .
GCC 57.2 (g)	<p>The maximum number of days are:</p> <p>Phase 2A – 90 days</p> <p>Phase 2B – 50 days</p>
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% .