

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)	The Employer is National Assembly
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 270 Days
GCC 1.1 (y)	The Project Manager(s) shall be the representative of the Ministry of National Infrastructure as shall be designated by Public Body.
GCC 1.1 (aa)	The Site is located at <i>Old Parliament House, Port Louis</i> and is defined in drawings No. G973/A02
GCC 1.1 (dd)	The Start Date shall be <i>14 days after handing over of site.</i>
GCC 1.1 (hh)	<p>The Works consist of:</p> <ul style="list-style-type: none"> (i) All external timber boardings are to be removed carefully. (ii) All timber planks are to be carefully inspected by timber specialists. Those in good conditions are to be kept in a closed area for reuse. Damaged timber planks are to be carted away and replaced by new ones. (iii) To inspect all structural timber elements and those in bad state are to be replaced. (iv) To provide for replacement or demolition of existing timber structure by cutting and removal of infected, rotten and defective hardwood timber structural element and cart away from site. (v) The connections of the timber to existing masonry wall/steel columns shall be inspected and connections must be carried out same as the existing ones. (vi) Temporary supports shall be provided for the structure during renovation works. (vii) Epoxy paint to be provided on all timber boarding. Other timber members to at each floor levels to receive timber paint finish to match existing. (viii) Existing flashings to be removed and carted away and new aluminium flashings to be provided. (ix) Necessary waterproofing works to be carried out at roof level where same is required. (x) Anti-termite treatments are to be carried out at each level.

	<p>(xi) Part of roof to be reinstated, shingles and boards to be removed at the said location and new boards, shingles and flashings to be provided. Necessary roof finish to be provided to the whole roof in view to have a constant finish all over the pitched roof.</p> <p>(xii) Hoarding with proper dust barriers are to be provided.</p> <p>(xiii) Electrical works</p> <p>(xiv) As more fully described in Drawing No. G973/A22</p> <p>The works shall be executed as more fully described in all the drawings, specifications and other parts of the Bid document.</p>
GCC 2.2	Sectional Completions are: <i>N/A</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract: Performance Security, Preference Security (if applicable), Scope of Works, drawings, specifications, Conditions of contract, Particular conditions of contract, Priced Bill of Quantities, Insurance Policies and addenda.</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	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>N/A</i>
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...).</i></p> <p>(b) for loss or damage to Equipment: <i>for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. <u>Evidence to be produced by Contractor.</u></i></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 <i>for an amount of Rs 100 Million. 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>

(d) for personal injury or death 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.

(e) for injury to persons and loss or damage to property for an amount of **10 (Ten) Million** Rupees representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property [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.*

Add the following sub-clause 13.1 (e)

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

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.

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.

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

Add the following new sub clause
"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>(a) Non- certification of payment (b) Termination of contract (c) Forfeiture of the Performance security.</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. 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>A designated area in the front yard, at main gate entrance of the National Assembly shall be allocated to the contractor for installation of a container which will be used for storage of tools and materials and to which the contractor only will have access.</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 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 style="text-align: center;">“ the courts of Mauritius”</p>
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>N/A</i></p>
GCC 24.4	<p>Not Applicable</p>

B. Time Control

GCC 25.1	<p>The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.</p> <p>Delete the words "In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule" in line 5 of clause 25.</p> <p>The programme of works (GANNT CHART) will have to be agreed with the Project manager, ESD and the Client Ministry prior to execution of work during the process of site handing-over.</p>
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.
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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> <p>Material on site:</p> <ol style="list-style-type: none">1. Timber2. Metal flashing3. Paints
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> <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>
GCC 43.1	The currency of the Employer's country is: Mauritian Rupees.
GCC 44.1	The Contract is not subject to price adjustment
GCC 45.1	The proportion of payments retained is: 10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
GCC 46.1	<p>The liquidated damages for the whole of the Works are Rs 42,400.00 per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is Rs 4,240,000.00</p>
GCC 47.1	Not Applicable
GCC 48.1	<p>The Advance Payments shall be <i>10% of contract price less any provisional and contingency sums</i> and shall be paid to the Contractor within 7 days after signature of the Contract and submission of the Advance Payment security by the contractor</p> <p><i>The Advance Payment shall be recovered through Contractor's account bills at the rate of 12.5% of the gross value of works certified.</i></p>
GCC 48.3	If the advance payment has not been repaid prior to the issue of the Completion Certificate for the Works or prior to Termination under Clause 57 of the GCC, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer or recovered from the Advance Payment Security as applicable.
GCC 49.1	<p>The Performance Security amount is 10 % of the contract price in the form of a Guarantee as per the format in Section VIII and shall be valid up to a date twenty-one after the end of the Defects Liability Period (DLP). Where the Performance Security expire before the date twenty-one days after the end of the DLP, the contractor shall extend the Performance Security to cover the period up to the latest date of the DLP plus twenty-one days. Failure to extend the validity of the Performance Security twenty-one days prior to its expiry may entail forfeiture of the full amount of the Performance Security</p> <p>Note: The Contractor shall execute all work required to remedy defects or damage, as may be notified to him by or on behalf of the employer, on or before the expiry date of the DLP or any extended date if a defect or damage cannot be remedied by the expiry date, all at the risk and cost of the contractor.</p>
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is: the date

	<p>of completion.</p> <p>The date by which “as built” drawings is required is: the date of completion.</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 50,000.</p>
GCC 57.2 (g)	<p>The maximum number of days is: 100</p>
GCC 59.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 30%</p>