



Bidding Document

Supply, Installation, Testing and Commissioning of Air Conditioning Units on Levels 8, 9 & 10 at SICOM Building 1, Port Louis

Procurement Reference No. SIC-QUO-2025-105

16 October 2025

State Insurance Company of Mauritius Ltd | Business Registration No. C07007065
SICOM Building, Sir Célicourt Antelme Street, Port Louis, 11302
t: (230) 203 8400 | f: (230) 208 7662
sicom.mu



Letter of Invitation

16 October 2025

Dear Sir/Madam

State Insurance Company of Mauritius Ltd

Invitation to Bid

**Supply, Installation, Testing and Commissioning of Air Conditioning Units on Levels 8, 9 & 10
at SICOM Building 1, Port Louis**

Procurement Reference No: SIC-QUO-2025-105

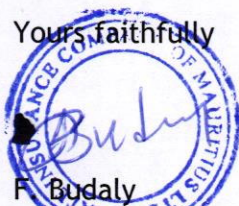
The State Insurance Company of Mauritius Ltd (SICOM) is inviting you to submit your bid for Supply, Installation, Testing and Commissioning of Air Conditioning Units on Levels 8, 9 & 10 at SICOM Building 1, Port Louis, as described in this bidding document.

We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

Please prepare and submit your bid in accordance with the instructions given or inform the undersigned if you will not be submitting a bid. **Late bids will not be accepted and bids sent by email will not be considered.**

We thank you for your kind consideration.

Yours faithfully



F. Budaly

Senior Executive Officer (Property, Facilities & Procurement)



SECTION I: INVITATION FOR BIDS

1. Preparation of Bids

You are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration; and
- (b) the Priced Activity Schedule Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Invitation for Bid document, including the Particular Conditions of Contract in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

2. Validity of Bids

The bid validity period shall be 120 days from the date of bid submission deadline.

3. Works Completion Period

The completion period for works shall be 24 weeks (8 weeks per floor) after start date including order of materials. Deviation in completion period shall not be accepted. The works shall be undertaken outside office hours and during weekends.

4. Site visit

The bidder shall carry out a site visit before submitting their proposal to assess the exact scope of work. A site visit has been scheduled on Saturday 25 October 2025 at 10:00 hrs. The bidder may also send an email to sicom.procurement@sicom.mu to confirm their presence.

5. Request for Clarifications

A prospective bidder requiring any clarification of the bidding document may contact the Supervising Officer (Property, Facilities & Procurement) by emailing at sicom.procurement@sicom.mu. SICOM Ltd will respond to any request for clarification received earlier than 7 days prior to the deadline for submission of bids.

6. Submission of Bids

Your offer should be made on attached forms, with any annex which you may wish to enclose and inserted in a sealed envelope marked "Supply, Installation, Testing and Commissioning of Air Conditioning Units on Levels 8, 9 & 10 at SB1-Ref. No.: SIC-QUO-2025-105". It should be addressed to The Group Chief Executive Officer, SICOM Building 1, Sir Célicourt Antelme Street, Port Louis. Quotation should be deposited in the Tender Box at Ground Floor, SICOM Building 1, Sir Célicourt Antelme Street, Port Louis not later than **6 November 2025 by 14:00hrs**. Late bids will be rejected.

7. Bid Opening

Bids will be opened by the State Insurance Company of Mauritius Ltd.

8. Evaluation of Bids

The State Insurance Company of Mauritius Ltd shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost and quality.

9. Eligibility Criteria

To be eligible to participate in this bidding exercise, you should:

- (a) have the legal capacity to enter into a contract to execute the works;
- (b) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up; and
- (c) not have had your business activities suspended;
- (d) not have a conflict of interest in relation to this procurement requirement;
- (e) have a Contractor's Permit; and
- (f) have a Business Registration Card.
- (g) CIDB Registered

The State Insurance Company of Mauritius Ltd may choose to request any Bidder to substantiate compliance with these criteria.

10. Qualification and Experience Criteria

Bidders should have the following minimum qualifications and experience:

- (a) Firm experience: At least seven years in air conditioning installation works.
- (b) Minimum two projects of a similar nature and size (renovation project for at least 400 sqm floor area) undertaken in the last 3 years;
- (c) Full time Contract Manager having at least ten years of experience in air conditioning installation works.

11. Technical Compliance

The Specification and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specification.

12. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Mauritian Rupees as quoted.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

13. Bid Security/Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process.

14. Award of Contract

The Bidder having submitted the best evaluated responsive bid and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VII: Contract Agreement and General Conditions of Contract.

15. Performance Security

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of 5% of the contract price as may be requested by the State Insurance Company of Mauritius Ltd before work execution.

16. Rights of the State Insurance Company of Mauritius Ltd

The Company reserves the right:

- (a) to split the contract as per the best evaluated cost per lot; and
- (b) to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award, without giving any reason/s.

17. Company Profile

Prospective Bidders are **required to submit the following information:**

- 1) Name of Company and Date of incorporation (To submit copy of certificate of incorporation)
- 2) BRN Number
- 3) Ownership / Shareholding structure and List of Directors
- 4) Name of Officer in Charge and list of authorized signatories
- 5) Registered Address
- 6) Number of Employees
- 7) Number of years of experience in the field
- 8) Latest audited financial statement
- 9) CIDB certificate
- 10) At least seven years in air conditioning installation works
- 11) Name and details of Contract Manager and relevant work experience

18. General Notes

Bidders are required to have a site visit before quoting so as to assess the exact scope of works and also to take measurements. The bidders will have to quote based on measurements made on site and related quantities worked out. Where required the bidders shall submit along with offer their design for cable sizing, cable routing and drawings for each floor. Drawings provided are for indicative purposes only. Exact locations are to be finalised on site and during meetings.

SECTION II: BID LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your bid with the Price Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RB prevail over any attachments. If your bid is not authorised, it will be rejected.]

Bid addressed to State Insurance Company of Mauritius Ltd (SICOM LTD)]	State Insurance Company of Mauritius Ltd
Procurement Reference Number:	SIC-QUO-2025-105
Subject of Procurement:	Air Conditioning works on Levels 8, 9 & 10 at SICOM Building 1

- (a) We offer to execute the works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.
- (b) We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.
- (c) We undertake to abide by the Conduct of Bidders and Suppliers during the procurement process and the execution of any resulting contract.
- (d) We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD
- (e) We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 52 of the General Conditions of contracts, if we are awarded the contract or part thereof.
- (f) The validity period of our Quotation is One hundred and twenty (120) days from the date of the bid submission deadline.
- (g) We confirm that our prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the Bid validity.
- (h) Works will commence within two (2) weeks from date of issue of purchase Order/Letter of Acceptance.
- (i) Works will be completed within 24 weeks from start date (8 weeks per floor), including order of materials.
- (j) 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 during our participation in the bidding process and we commit ourselves to observe the same principles if awarded the contract and during its execution. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

Bid Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Bid:		Position:	Signature:
Date		Phone No./E-mail	

BID SECURING DECLARATION

By subscribing to the undertaking in the Bid letter:

I/We* accept that I/we* may be disqualified from bidding for any contract with the State Insurance Company of Mauritius Ltd (SICOM LTD) for the period of time that may be determined by the company 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 letter; 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 State Insurance Company of Mauritius Ltd (SICOM LTD)) 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 Quote.

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 expiration 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.

* To delete as appropriate

SECTION III: STATEMENT OF REQUIREMENTS

1.0 Introduction

SICOM Ltd intends to carry out air conditioning works on Levels 8,9 &10 at SICOM Building 1. SICOM Building 1 is a 10-storey office building, located at Sir Celicourt Antelme Street, Port Louis.

2.0 Scope of works

Works shall be carried out in phases. Not all 3 floors will be provided at one time. Works will be carried floor by floor. The works on Level 9 will be carried out in 5 phases.

The scope of works shall consist of, but not limited to, the following:

2.1 Supply and installation of inverter type Cassette AC units

1. Switch On & Off chiller units and all associated equipment such as pumps for the chiller network when required.
2. Close all valves in the chilled water pipes prior to cutting of chilled water pipes and prior to opening of valve perform valve balancing on the chilled water network.
3. Supply and installation of ball valves in the chilled water pipes.
4. Remove and cart away existing fan coil units and chilled water pipes where required.
5. Supply, installation, testing and commissioning of air conditioning system inverter split cassette type together with **drain pump**. Indicative location is given in Annex. Exact position of indoor units to be finalised on site.

Levels	Capacity	Qty	Maximum Noise level (dBA) at high speed
8	12,000 Btu/hr	13	44
8	18,000 Btu/hr	6	44
9	12,000 Btu/hr	6	44
9	18,000 Btu/hr	12	44
10	12,000 Btu/hr	12	44
10	18,000 Btu/hr	8	44

6. Supply and installation of cable trays for item 2.1.
7. Galvanized covered cable tray is required for all outdoor routing of refrigerant pipes
8. Supply and installation of pipings (refrigerant copper pippings and drain PVC pipings) for item 2.1. The drain pipes shall be leak proof and be securely fixed as and where required on the wall inside and outside the building to be not connected to the service drain of the building.
9. Supply and installation of insulation works for item 2.1
10. Electrical works including cabling from the DP switches to the air conditioning units to be carried out by the AC contractor.
11. All cables should be passed in rigid conduit.
12. All necessary plumbing works shall be included in the quotation and shall be undertaken by the AC Contractor.
13. Storage area will not be provided for Air conditioning equipment.

14. Any other works related to the above.

15. Maintenance on the air conditioning units for the Years 2026-27, 2027-28 and 2028-29.

2.2 Labour on site

1. The contractor shall provide 2 teams of 3 fully qualified technicians on site during the whole project duration to work after normal working hours and all associated overtime costs

2. The contractor shall liaise with the appointed fit out and electrical contractor.

2.3 Civil and Associated works

1. The installation of the Air Conditioner necessitates civil works including painting and masonry works which shall be undertaken by the successful tenderer. Any opening shall be properly sealed by concrete to avoid leakage or loss of cool air. All broken surfaces for installation of air conditioner must be made good by the Contractor including paint and decorative works.

2. Any supports, mounting brackets, etc. shall be supplied and installed by the Contractor. The outdoor unit of the air conditioner shall be fixed on a reinforced concrete slab base. If the unit is to be mounted on wall, mounting brackets (to be hot dipped galvanized) shall be used.

3. Any support, ladder, scaffolding, tools and equipment required for installation must be provided by the Contractor.

2.4 Equipment Installation

1. The Contractor shall have to undertake the electrical installation as described in the scope of works. The electrical wiring from the indoor unit to the outdoor unit shall be enclosed within a rigid conduit of suitable dimensions, painted in black and securely fixed on wall.

2. All the refrigerant pipes (which are to be vapour sealed) shall be thermally insulated inside and outside the building and shall be enclosed within black painted trunkings of suitable dimension and the said trunking shall be securely fixed to the wall.

3. The Air Conditioner shall be equipped with wireless remote control by means of which the Air Conditioner may be switched on and off, the temperature and fan speed may be controlled and from which one may read the room, office temperature via an LCD display.

4. The Air Conditioner shall be equipped with appropriate valve along the refrigerant pipe so as to allow isolating and separating the indoor unit from the outdoor unit thereby preventing any loss of refrigerant.

5. Refrigerant and drain pipes shall be supported with MUPRO clips

2.5 Regulations, Workmanship and Materials

1. All installations shall conform to the 18th Edition (2018) - or later - of the IET Regulations (UK) and to British Standard 7671:2018 - requirement for Electrical Installation.

2. Electrical Installations shall be carried out to good standards of workmanship. Where no details have been provided, products shall be manufactured to the British Standard applicable to the particular product.

3. The contractor shall ensure that loads installed on site are balanced over the three phase supply.

2.6 Maintenance

The tenderer shall carry out maintenance on the whole system as follows:

- Three Quarterly servicing (after each three months)

This shall include and not limited to the following:-

- Cleaning of air filters, drains ...etc.
- Checking of Amperage, refrigerant charge including supply of refrigerant, overall performance of units, insulation and vapour seal.
- Curing of excessive noises as required by client
- Attending leakages
- Any other item not mentioned above, but recommended by the manufacturer in the maintenance manual.

One Annual general servicing (before completion of one year warranty):-

This shall include the quarterly servicing and not limited to the following:-

- Cleaning of air filters, evaporators, condenser coils by pressure water jets.
- Lubricate moving parts.
- Cleaning, repainting of outdoor units, metal bases and supporting brackets (one coat of primer, one coat of undercoat and one of cold galvanised paint)
- Recharging of refrigerant where necessary.
- Check operation of all valves.
- Check operation of all measuring instruments.

Any other item not mentioned above but recommended by the manufacturer in the maintenance manual.

2.7 General Notes

1. Original leaflet and catalogues containing technical data shall be attached to the quotation as proof of compliance with specification.
2. Make and country of origin of the Air-Conditioner shall be specified.
3. Quarterly report must be submitted to the client after each intervention/maintenance.
4. All surfaces, damaged during installation of air conditioners, must be made good by the successful tenderer.
5. Any support, ladder, scaffolding for installation must be provided by the successful tenderer.
6. All Electrical works inside the building shall be **concealed type** and outside the building in PVC conduits. Exposed services outside the building in GMS trunking c/w cover.
7. Tenderer must check path to be taken by pipe work and location of the indoor and outdoor units and account for any additional expenses that will be incurred during execution of works.
8. The commissioning of the air-conditioning installation works shall deem complete and successful only when all the above have been satisfied and completed. Two copies of commissioning certificates shall be submitted together with the guarantee certificates.
9. Access will be given one floor at a time only after working hours and during weekends.

2.8 Works Execution

Works should be completed within twenty-four weeks (8 weeks for each floor) as from date of letter of acceptance. Works shall be carried out after normal working hours and during weekends. The complete floor area will not be given at one time. The works will be carried out floor by floor (not all three floors will be provided at one time for the works).

Works on Level 9 will be carried out in 5 phases. Complete floor will not be available at one time. The contractor will have to liaise with SICOM by mail for all access arrangements.

2.9 Program of work

Before work execution, the contractor shall provide a program of works based on the instructions of the project manager. Upon approval of the program of works, execution on site can start.

The contractor shall clean the premises and remove all dust and debris after completion of all works. The contractor shall be responsible to and make good any damage caused to existing premises during work execution, including replacement of parts which cannot be repaired. The contractor shall bear the costs of labour and transport for undertaking all works outside office hours.

2.10 Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

2.11 Penalty Clause

Penalty Clause shall be applicable in case of delay in the works. The Service Provider shall complete the activities within 2 months as from the date of the letter of acceptance. If the service Provider does not complete the activities by the Intended completion date, it shall be liable to pay Rs 2,000 for each day that the completion date is later than the Intended completion date. The Penalty amount shall be deducted from the payments due to the service provider.

Technical Specifications

<i>Description</i>	<i>Feature</i>	<i>Specified</i>
Indoor Unit:	Technology	Inverter Split cassette type
	Mounting	Ceiling type
	Mode of operation	Fan/Cool/Dehumidify
	Air Outflow	Horizontal/ vertical air flow
	Air Deflection	Orientable
	Fan speed	Variable: 3 speed and automatic mode
	On-Unit Control	One Touch
	On-unit display	Mode of Operation, Temperature
	Filter	Washable
	Drain Pump	Built in drain pump
Outdoor Unit	Compressor type	Inverter Split cassette type
	Warranty	Unconditional warranty: 1 year on all parts and 3 years for compressor
	Condenser fins	Protected against corrosion
	Casing	Suitable for use in tropical climate
	Mounting Brackets	Hot dip galvanised
	Refrigerant isolation	Valve
	Refrigerant	Ozone friendly
Accessories	Remote Control	Wireless with LCD Display
Power Requirement	Phase	Single Phase
	Voltage	220V-240V 50 Hz

The outdoor units shall be fixed on reinforced concrete slab. If the unit is to be mounted on wall, mounting brackets (to be hot dipped galvanized) shall be used. The Contractor shall ensure that there is no water infiltration in the office where wiring works have been done from the AC indoor unit to the outdoor unit

SECTION IV: PRICED ACTIVITY SCHEDULE

GUIDANCE NOTES ON PRICING OF ACTIVITY SCHEDULE

1. The bidder is responsible for ensuring that works described in Section III. Statement of requirements, drawings and other conditions laid in the bid document are included in his bid price, whether or not an item is given.
2. In case of the bidder leaving unpriced any items, he will be deemed to have considered that the prices of the remaining items are sufficient to enable him to perform the services and obligations described in the items not priced without extra charge.
3. The bidders shall fill in the Price Activity Schedule, Schedule of Rates and Specifications and Compliance sheet and submit same together with the bid documents.
4. This schedule has been prepared with a view to provide a common basis for tendering. Before submission of tender, it is deemed that the bidder has acquainted him with all conditions prevailing on site. All the drawings, specifications and Priced Activity Schedule are complementary and should be read accordingly. The tenderers are advised to carry out measurement and check the quantities of materials.
5. In case of discrepancies, omissions or errors, the tenderer shall inform the Project Manager prior to submission of the tender. No extra claim shall be entertained afterwards on this issue.
6. Provisional/Contingency sum included in the contract price shall be expended or used as the Project Manager may in writing direct and not otherwise. In so far as the provisional/contingency sum included in the contract price is not expended or used, it shall be deducted from the contract price.
7. All 3 floors will not be provided at the same time to carry out works. One floor will be provided at a time. Works on Level 9 will be carried out in 5 phases.

Priced Activity Schedule for Air-Conditioning Works on Level 8

<u>S/N</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT /</u> <u>Rs</u>	<u>Qty</u>	<u>Total Price</u> <u>Excl VAT /</u> <u>Rs</u>
1	Preliminaries and General cost	Sum		1	
2	Removal and transportation of existing fan coil units to Ex Rey and Lenferna Building, Edith Cavell Street Port Louis.	Lot		1	
3	Removal and carting away of existing AC piping and other AC related accessories including transportation cost to a recycling company	Lot		1	
4	Supply and installation of ball valves on the existing chiller piping supply and return lines prior to removal of existing fan coil units on level 8.	Lot		1	
5	Supply, installation, testing and commissioning of inverter cassette type air conditioning system of capacity 18,000 BTU/hr as specified in Sections A and B on Level 8	Nos		6	
6	Supply, installation, testing and commissioning of inverter cassette type air conditioning system of capacity 12,000 BTU/hr as specified in Sections A and B on Level 8	Nos		13	
7	Supply and installation of cable trays as specified in Section A	Lot		1	
8	Supply and installation of pipings (refrigerant copper pipings and drain PVC pipings) as specified in Section A	Lot		1	
9	Provision for drilling and passing of pipings (refrigerant copper pipings and drain PVC pipings) in false ceiling/bulkhead ceiling/concrete wall/ drywall partition in corridor, lobby, mess, corridor, riser and toilet till the outdoor units on platform to be provided.	Lot		1	
10	Removal of bulkhead ceiling, false ceiling in corridor, lobby, mess, corridor, riser and toilet in view install ac pipings.	Lot		1	
11	Coring works in concrete wall and false ceiling in corridor, lobby, mess, corridor, riser and toilet in view install AC pipings.	Lot		1	
12	Supply an installation of insulation works as specified in SECTION A	Lot		1	

13	Plumbing works as specified in SECTION A	Lot		1	
14	Electrical installation works from DP switches to the air conditioning indoor units and to the outdoor units as specified in SECTION A	Lot		1	
15	Civil and Associated works as specified in Section A	Lot		1	
16	To make good any damage caused to existing premises during work execution, including replacement of parts which cannot be repaired.	Sum		1	
17	Liaise with appointed fit out contractor and electrical contractor to avoid disruption of works on site.	Sum		1	
18	Labour and overtime cost for 2 teams of 3 technicians including transport cost for removal of existing fan coil units and chilled water pipes	Sum		1	
19	Labour and overtime cost for 2 teams of 3 technicians including transport cost for installation of refrigerant and drain pipes including all accessories, insulation and civil works	Sum		1	
20	Labour and overtime cost for 2 teams of 3 technicians including transport cost for installation of indoor and outdoor units	Sum		1	
21	Any other work not mentioned above but required to complete the whole work (please give details on separate sheet).	Sum		1	
22	Provision of commissioning/warranty certificates	Sum		1	
23	Provisional sum for re-routing of existing drain pipe	sum	50,000	1	50,000
24	Provisional sum for insulation works	Sum	50,000	1	50,000
25	Contingencies	Sum	200,000	1	200,000
	SUB-TOTAL				
	ADD 15% VAT				
	TOTAL INCLUDING VAT				

MAINTENANCE OF THE AIR CONDITIONING SYSTEM FOR LEVEL 8

<u>S/N</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price Excl Vat / Rs</u>	<u>Qty</u>	<u>Total Price Excl Vat / Rs</u>
1	Maintenance of the air conditioning unit as described in Section A for Level 8				
	Yr 2026-2027	Lot		1	
	Yr 2027-2028	Lot		1	
	Yr 2028-2029	Lot		1	
	Sub-Total				
	Add 15% VAT				
	Total Including VAT				

PRICED ACTIVITY SCHEDULE FOR AIR-CONDITIONING WORKS ON LEVEL 9
(TO BE EXECUTED IN 5 PHASES)

<u>S/N</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT / Rs</u>	<u>Qty</u>	<u>Total Price</u> <u>Excl VAT / Rs</u>
1	Preliminaries and General cost for work execution	Sum		1	
2	Removal and transportation of existing fan coil units to Ex Rey and Lenferna Building, Edith Cavell Street Port Louis.	Lot		1	
3	Removal and carting away of existing AC piping and other AC related accessories including transportation cost to recycling company	Lot		1	
4	Supply and installation of ball valves on the existing chiller piping supply and return lines prior to removal of existing fan coil units on level 9.	Lot		1	
5	Supply, installation, testing and commissioning of inverter cassette type air conditioning system of capacity 18,000 BTU/hr as specified in Sections A and B on Level 9	Nos		12	
6	Supply, installation, testing and commissioning of inverter cassette type air conditioning system of capacity 12,000 BTU/hr as specified in Sections A and B on Level 9	Nos		6	
7	Supply and installation of cable trays as specified in Section A	Lot		1	
8	Supply and installation of pipings (refrigerant copper pipings and drain PVC pipings) as specified in Section A	Lot		1	
9	Provision for drilling and passing of pipings (refrigerant copper pipings and drain PVC pipings) in false ceiling/bulkhead ceiling/concrete wall/ drywall partition in corridor, lobby, mess, corridor, riser and toilet till the outdoor units on platform to be provided.	Lot		1	
10	Removal of bulkhead ceiling, false ceiling in corridor, lobby, mess, corridor, riser and toilet in view install ac pipings.	Lot		1	
11	Coring works in concrete wall and false ceiling in corridor, lobby, mess, corridor, riser and toilet in view install AC pipings.	Lot		1	
12	Supply an installation of insulation works as specified in SECTION A	Lot		1	
13	Plumbing works as specified in SECTION A	Lot		1	

14	Electrical installation works from DP switches to the air conditioning indoor units and to the outdoor units as specified in SECTION A	Lot		1	
15	Civil and Associated works as specified in Section A	Lot		1	
16	To make good any damage caused to existing premises during work execution, including replacement of parts which cannot be repaired.	Sum		1	
17	Liaise with appointed fit out contractor and electrical contractor to avoid disruption of works on site.	Sum		1	
18	Labour and overtime cost for 2 teams of 3 technicians including transport cost for removal of existing fan coil units and chilled water pipes	Sum		1	
19	Labour and overtime cost for 2 teams of 3 technicians including transport cost for installation of refrigerant and drain pipes including all accessories, insulation and civil works	Sum		1	
20	Labour and overtime cost for 2 teams of 3 technicians including transport cost for installation of indoor and outdoor units	Sum		1	
21	Any other work not mentioned above but required to complete the whole work (please give details on separate sheet).	Sum		1	
22	Provision of commissioning/warranty certificates	Sum		1	
23	Provisional sum for re-routing of existing drain pipe	sum	50,000	1	50,000
24	Provisional sum for insulation works	Sum	50,000	1	50,000
25	Contingencies	Sum	200,000	1	200,000
	SUB-TOTAL				
	ADD 15% VAT				
	TOTAL INCLUDING VAT				

MAINTENANCE OF THE AIR CONDITIONING SYSTEM FOR LEVEL 9

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price Excl VAT / Rs</u>	<u>Qty</u>	<u>Total Price Excl VAT / Rs</u>
1	Maintenance of the air conditioning unit as described in Section A for Level 9				
	Yr 2026-2027	Lot		1	
	Yr 2027-2028	Lot		1	
	Yr 2028-2029	Lot		1	
	Sub-Total				
	Add 15% VAT				
	Total Including VAT				

PRICED ACTIVITY SCHEDULE FOR AIR-CONDITIONING WORKS ON LEVEL 10

<u>S/N</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT / Rs</u>	<u>Qty</u>	<u>Total Price</u> <u>Excl VAT / Rs</u>
1	Preliminaries and General cost	Sum		1	
2	Removal and transportation of existing fan coil units to Ex Rey and Lenferna Building, Edith Cavell Street Port Louis.	Lot		1	
3	Removal and carting away of existing AC piping and other AC related accessories including transportation cost to recycling company.	Lot		1	
4	Supply and installation of ball valves on the existing chiller piping supply and return lines prior to removal of existing fan coil units on level 10.	Lot		1	
5	Supply, installation, testing and commissioning of inverter cassette type air conditioning system of capacity 18,000 BTU/hr as specified in Sections A and B on Level 10	Nos		8	
6	Supply, installation, testing and commissioning of inverter cassette type air conditioning system of capacity 12,000 BTU/hr as specified in Sections A and B on Level 10	Nos		12	
7	Supply and installation of cable trays as specified in Section A	Lot		1	
8	Supply and installation of pipings (refrigerant copper pipings and drain PVC pipings) as specified in Section	Lot		1	
9	Provision for drilling and passing of pipings (refrigerant copper pipings and drain PVC pipings) in false ceiling/bulkhead ceiling/concrete wall/ drywall partition in corridor, lobby, mess, corridor, riser and toilet till the outdoor units on platform to be provided.	Lot		1	
10	Removal of bulkhead ceiling, false ceiling in corridor, lobby, mess, corridor, riser and toilet in view install ac pipings.	Lot		1	
11	Coring works in concrete wall and false ceiling in corridor, lobby, mess, corridor, riser and toilet in view install AC pipings.	Lot		1	
12	Supply an installation of insulation works as specified in SECTION A	Lot		1	
13	Plumbing works as specified in SECTION A	Lot		1	
14	Electrical installation works from DP switches to the air conditioning indoor units and to the outdoor units as specified in SECTION A	Lot		1	

15	Civil and Associated works as specified in Section A	Lot		1	
16	To make good any damage caused to existing premises during work execution, including replacement of parts which cannot be repaired.	Sum		1	
17	Liaise with appointed fit out contractor and electrical contractor to avoid disruption of works on site.	Sum		1	
18	Labour and overtime cost for 2 teams of 3 technicians including transport cost for removal of existing fan coil units and chilled water pipes	Sum		1	
19	Labour and overtime cost for 2 teams of 3 technicians including transport cost for installation of refrigerant and drain pipes including all accessories, insulation and civil works	Sum		1	
20	Labour and overtime cost for 2 teams of 3 technicians including transport cost for installation of indoor and outdoor units	Sum		1	
21	Any other work not mentioned above but required to complete the whole work (please give details on separate sheet).	Sum		1	
22	Provision of commissioning/warranty certificates	Sum		1	
23	Provisional sum for re-routing of existing drain pipe	sum	50,000	1	50,000
24	Provisional sum for insulation works	Sum	50,000	1	50,000
25	Contingencies	Sum	200,000	1	200,000
	SUB-TOTAL				
	ADD 15% VAT				
	TOTAL INCLUDING VAT				

MAINTENANCE OF THE AIR CONDITIONING SYSTEM FOR LEVEL 10

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price Excl VAT / Rs</u>	<u>Qty</u>	<u>Total Price Excl VAT / Rs</u>
1	Maintenance of the air conditioning unit as described in Section A for Level 10				
	Yr 2026-2027	Lot		1	
	Yr 2027-2028	Lot		1	
	Yr 2028-2029	Lot		1	
	Sub-Total				
	Add 15% VAT				
	Total Including VAT				

SUMMARY-PRICE ACTIVITY SCHEDULE

S/N	DESCRIPTION	TOTAL PRICE (EXCL. VAT)
1	AIR CONDITIONING WORKS ON LEVEL 8	
2	AIR CONDITIONING WORKS ON LEVEL 9	
3	AIR CONDITIONING WORKS ON LEVEL 10	
	SUBTOTAL RS/ (EXCL. VAT)	
	VAT	
	SUBTOTAL RS/ (INCL. VAT)	
	DISCOUNT RS/ (INCL. VAT)	
	TOTAL RS/ (INCL. VAT)	

S/N	DESCRIPTION	TOTAL PRICE FOR 3 YEARS (EXCL. VAT)
1	MAINTENANCE OF AIR CONDITIONING WORKS ON LEVEL 8	
2	MAINTENANCE OF AIR CONDITIONING WORKS ON LEVEL 9	
3	MAINTENANCE OF AIR CONDITIONING WORKS ON LEVEL 10	
	SUBTOTAL RS/ (EXCL. VAT)	
	VAT	
	TOTAL RS/ (INCL. VAT)	

PRICED ACTIVITY SCHEDULE AUTHORISED BY:

NAME:		SIGNATURE:	
POSITION:		DATE:	
AUTHORISED FOR AND ON BEHALF OF:		COMPANY	

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

S/N	Description	Make	Model	Country of Origin
1.	Air conditioning unit 18,000 Btu/hr			
2.	Air conditioning unit 12,000 Btu/hr			
3.	Any other item (please give details)			

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered (Yes/No)	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.	Air conditioning units		
a	Capacity-18,000 btu		
b	Mounting- Cassette type		
c	Technology - Inverter type and energy efficient		
d	Noise level at 1 m from unit- below 44 dBA		
e	Brackets- Hot dip galvanised		
f	Refrigerant- R410a- Ozone friendly		
g	Warranty period- Minimum 3 years on compressors and 1 year for all other parts		

Specification and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered (Yes/No)	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1.	Air conditioning units		
a	Capacity-12,000 btu		
b	Mounting- Cassette type		
c	Technology - Inverter type and energy efficient		
d	Noise level at 1 m from unit- below 44 dBA		
e	Brackets- Hot dip galvanised		
f	Refrigerant- R410a- Ozone friendly		
g	Warranty period- Minimum 3 years on compressors and 1 year for all other parts		

Specification and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) except where modified by the Special Conditions below.

SECTION VII: PARTICULAR CONDITIONS OF CONTRACT

Procurement Reference Number: **SIC-QUO-2025-105**

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

GCC Clause Reference	Particular Conditions
Employer GCC 1.1 (r)	The Employer is the State Insurance Company Ltd (SICOM LTD).
Project Manager GCC 1.1(y)	The Project Manager is: Senior Executive Officer (Property, Facilities and Procurement) of SICOM Ltd or Designated Representative.
Site GCC 1.1(aa)	The Site is situated at SICOM Building 1, Port Louis
Start Date GCC 1.1(dd)	The Start Date shall be: 2 weeks from date of Letter of Acceptance. The works will be implemented in phases, starting with Level 8.
The Works GCC 1.1(hh)	The Works consist of: Supply and Installation of Air Conditioning works on Levels 8, 9 & 10 at SICOM Building 1, Port Louis as per Priced Activity Schedule.
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Mauritius.
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.

Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contract name shall be Supply and Installation of Air Conditioning works on Levels 8, 9 & 10 at SICOM Building 1, Port Louis. For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be
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Insurance GCC 13.1	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) Rs 3,000,000 for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i> (b) Rs 1,000,000 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> (c) Rs 2,000,000 for loss or damage to property (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> (d) for personal injury or death: (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> (ii) of other people: <i>[This cover shall be for an amount of Rs10 Million for Third Party extended to the Employer and its representatives].</i> (e) Rs 1,500,000 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 Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.

Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be: twenty four weeks as from the date of letter of acceptance including order of materials.
Possession of the Site	The Site Possession Date shall be: 2 weeks after issue of Letter of Acceptance

GCC 20.1	
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within two (2) day as from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is 365 days.
Payment Certificates GCC 39.7	“Payment shall be made as per progress of works with payment for materials on site”. Contractor shall submit claim mentioning percentage of works executed.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full upon receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	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.

Liquidated Damages GCC 46.1	See penalty clause in Section III.
Bonus GCC47	Bonus is not applicable.
Advance Payment GCC 48.1	An amount representing 10% of the contract price shall be released against a Bank Guarantee for mobilisation of plant and equipment.
Performance Security	Performance Security in the form of a Bank Guarantee representing 5% percentage of the final contract price shall be

GCC 49.1	required.
GCC 56.1	“As built” drawings and operating and maintenance manuals are required.
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: 10%.

SCHEDULES

[This form is to be deleted if the Bid Securing Declaration is applicable or no Bid Security is required]

SCHEDULE 1: BID SECURITY (BANK GUARANTEE)

.....*Bank's Name and Address of issuing Branch or Office*

.....

.....

Beneficiary: *State Insurance Company of Mauritius Ltd (SICOM LTD)*

Date:

.....

.....

BID	GUARANTEE	No.:
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.....

We have been informed that*name of the Bidder*..... (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of*name of contract* under Invitation for Bids No.....*IFB number* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid security.

At the request of the Bidder, we*name of Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*amount in figures*..... .(*amount in words*.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by State Insurance Company of Mauritius Ltd (SICOM LTD) during the period of bid validity, (i) fails or refuses to sign the contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder,

upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before*Contractor to insert date*.....

.....*Bank's seal and authorized signature(s)*
.....

[This form is to be deleted if Performance Security is not applicable.]

SCHEDULE 2: PERFORMANCE SECURITY (BANK GUARANTEE)

.....*Bank's Name and Address of Issuing Branch or Office*.....

Beneficiary: *State Insurance Company of Mauritius Ltd (SICOM LTD)*

Date:.....
.....

PERFORMANCE GUARANTEE

No.:.....

We have been informed that*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of *name of Contract and brief description of Works*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....*Bank's seal and authorized signature(s)*

SCHEDULE 3: BANK GUARANTEE FOR ADVANCE PAYMENT

*The **Bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

[insert Bank's name, and address of issuing branch or office]

Beneficiary: State Insurance Company of Mauritius Ltd (SICOM LTD)

Date: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words and in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this Guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this Guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This Guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[insert signature(s) of authorized representative(s) of Bank]

SCHEDULE 4: BID CHECKLIST SCHEDULE

Procurement Reference No.: SIC-QUO-2025-105

Description	Attached (please tick if submitted and cross if not)
Bid letter	
Priced Activity Schedules	
Specification and Compliance Sheet	
Catalogues	
Documents regarding Qualifications	

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.



GENERAL CONDITIONS OF CONTRACT (WORKS)

STATE INSURANCE COMPANY OF MAURITIUS LTD

BRN: C07007065

SICOM Building, Sir Célécourt Antelme Street, Port Louis

t: (230) 203 8400 | f: (230) 208 7662 | e: email@sicom.intnet.mu

www.sicomgroup.mu

General Conditions of Contract

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General Conditions of Contract

A. General

1. **Definitions**
 - 1.1 Boldface type is used to identify defined terms.
 - (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
 - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
 - (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
 - (e) Compensation Events are those defined in GCC Clause 41 hereunder.
 - (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
 - (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
 - (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
 - (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (k) Days are calendar days; months are calendar months.
 - (l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (m) A Defect is any part of the Works not completed in accordance with the Contract.
 - (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of

defects by the Contractor.

- (o) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual

and interpretative reports about the surface and subsurface conditions at the Site.

- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,

- (g) Drawings,
- (h) Bill of Quantities¹, and
- (i) any other document **listed in the PCC** as forming part of the Contract.

- | | |
|--|--|
| 3. Language and Law | 3.1 The language of the Contract and the law governing the Contract are stated in the PCC . |
| 4. Project Manager's Decisions | 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 Otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 7. Subcontracting | 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 8. Other Contractors | 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. |
| 9. Personnel and Equipment | <p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> |
| 10. Employer's and Contractor's | 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks |

Risks

which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of letter of Acceptance. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

13.6 The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to

the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the PCC or as thereafter reviewed and agreed by the parties**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the

Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC**.

B. Time Control

- 25. Program**
- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to

withhold this amount until the next payment after the date on which the overdue Program has been submitted. 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.

25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event(as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The

responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 30. Early Warning** 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 31. Identifying Defects** 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price**
- 35.1 In the case of an admeasurements contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.
- Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.
- 36. Changes in the Contract Price**
- 36.1 In the case of an admeasurements contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 37. Variations**
- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project

Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurements contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Project Manager.

39.4 The value of work executed shall comprise:

(a) In the case of an admeasurements contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Project Manager may exclude any item certified in a

previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

- 39.7 Unless otherwise specified in the SCC Interim Payment may be made for Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works, subject to the Contractor transferring ownership to the Employer and providing, where applicable, the right of the transfer of ownership vested upon the Contractor by its supplier.

Notwithstanding the transfer of ownership the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor until taking over of the works or part thereof in which such Plant and Materials are incorporated and shall make good at its own cost any loss or damage that may occur to the works or part thereof from any cause whatsoever during such period prior to the taking over.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other

Contractors in a way that affects the work of the Contractor under the Contract.

- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

41.2 If a Compensation Event would cause additional cost or

would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ } I_{mc}/I_{oc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients² **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

45.2 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 half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the

² The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

49.1(a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

(i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

(ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.

(b) For contracts above Rs 100M, the preference

security shall be in the form of an “on demand” bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of Mauritius.

- (c) For contracts up to Rs 100m, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.
- (d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer’s Representative as per GCC 53.
- (e) The cost of providing the security shall be borne by the Contractor.

49.2 Where a Preference Security is applicable:

the Employer’s Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.

the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer’s Representative.

the Employer’s and Contractor’s representatives shall consult each other to ensure that the Contractor’s obligation towards local manpower employment is met during the Works execution.

At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.

The preference security shall be forfeited by the employer 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.

50. Dayworks

50.1 If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and

signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

52. Labour Clause

52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-

(i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;

(ii) by arbitration awards; or

(iii) by Remuneration Regulations made under the Employment Relation Act 2008.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:

(a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

(c) containing such other information as the delegated representative of SICOM administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

52.3 Where the delegated representative of SICOM administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 4.3, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

52.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

E. Finishing the Contract

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| 53. Completion | 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed. |
| 54. Taking Over | 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion. |
| 55. Final Account | 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. |
| 56. Operating and Maintenance Manuals | <p>56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.</p> |
| 57. Termination | <p>57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none">(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction |

or amalgamation;

- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Fraud / Corruption and Integrity Clause

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another

party;

- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

58.4 The Contractor shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution:

Transgression of the above is a serious offence and appropriate actions will be taken against such contractors.

59. Payment upon Termination

59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

59.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely

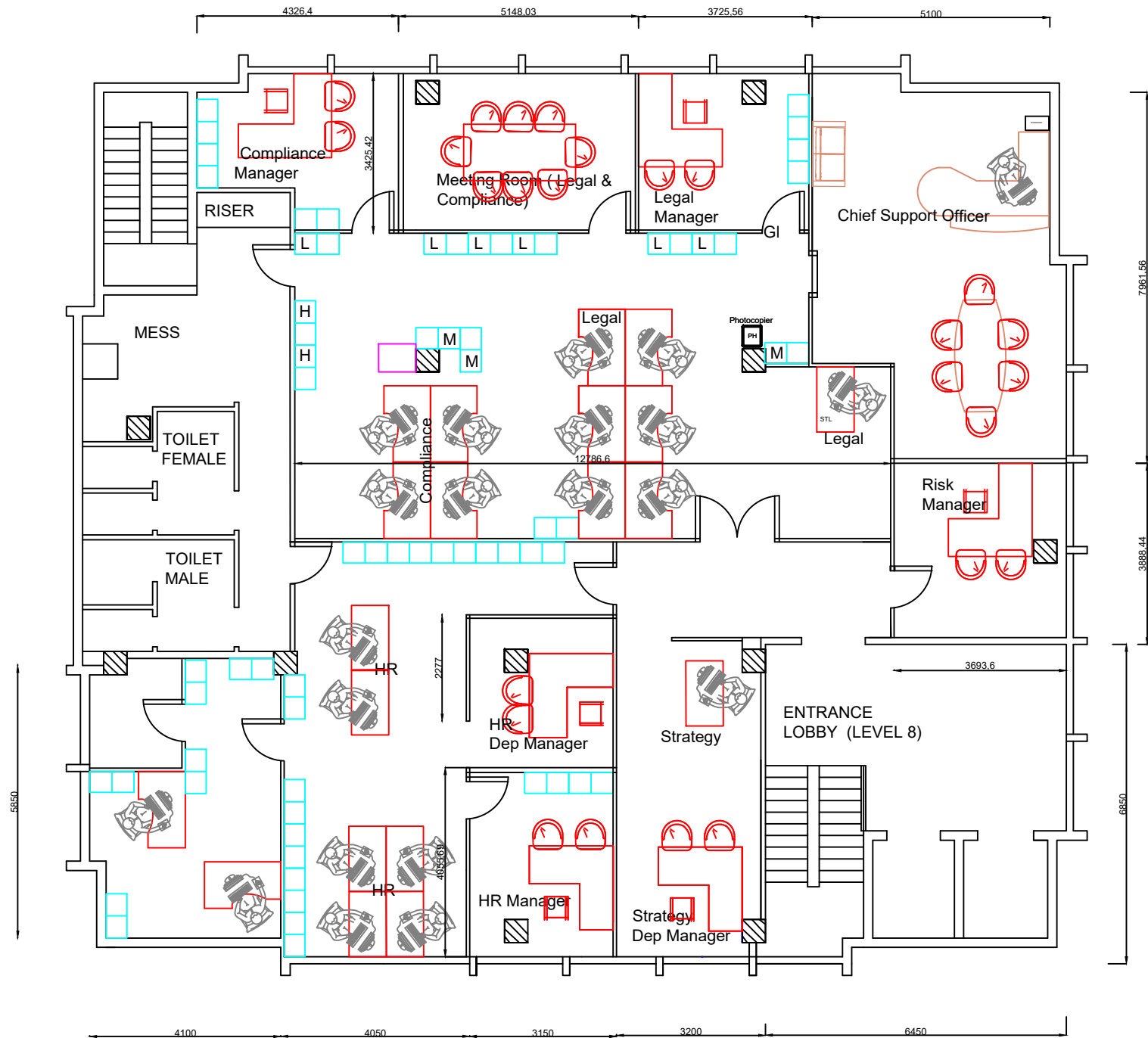
on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

60.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

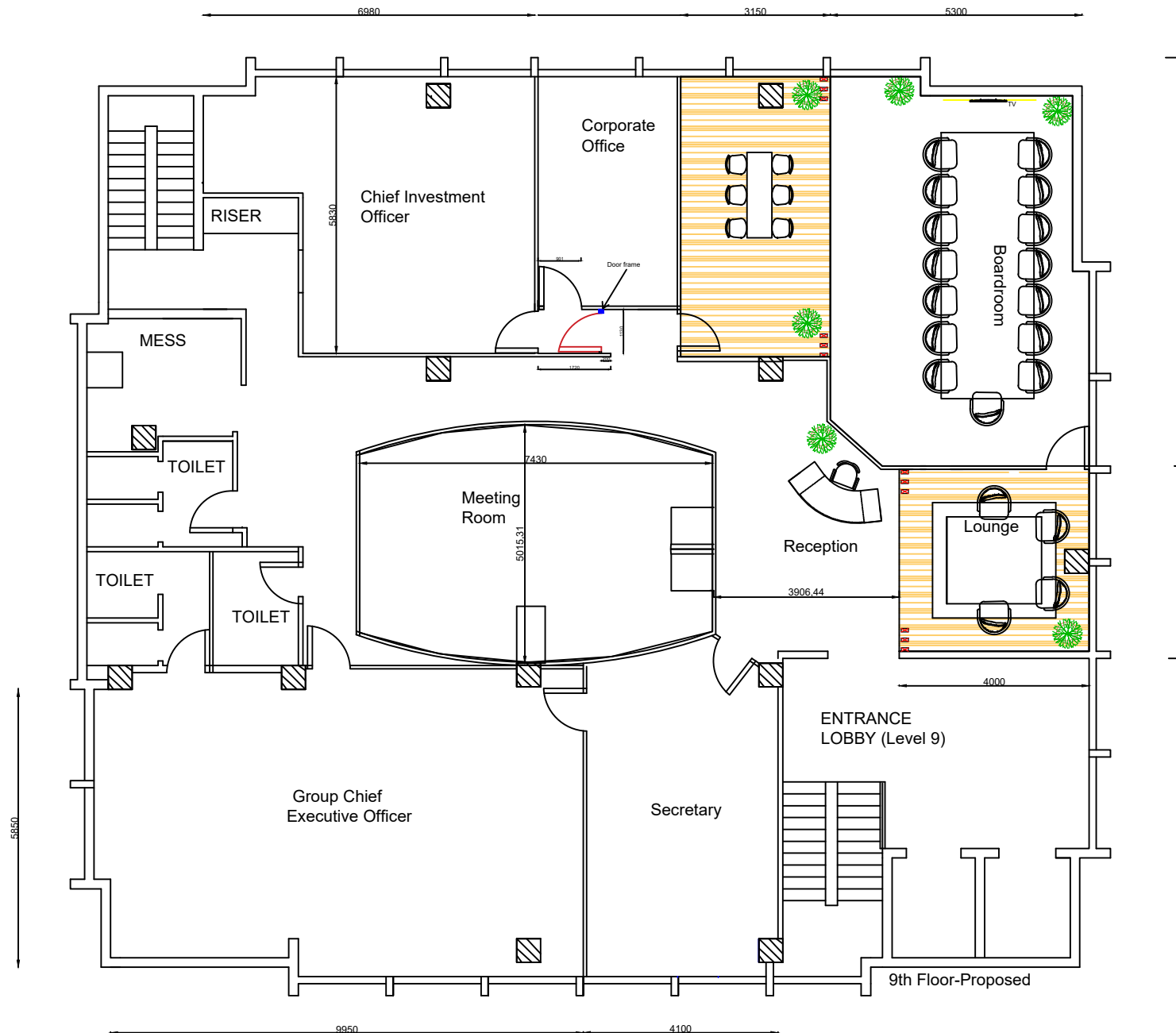
61. Release from Performance

61.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.



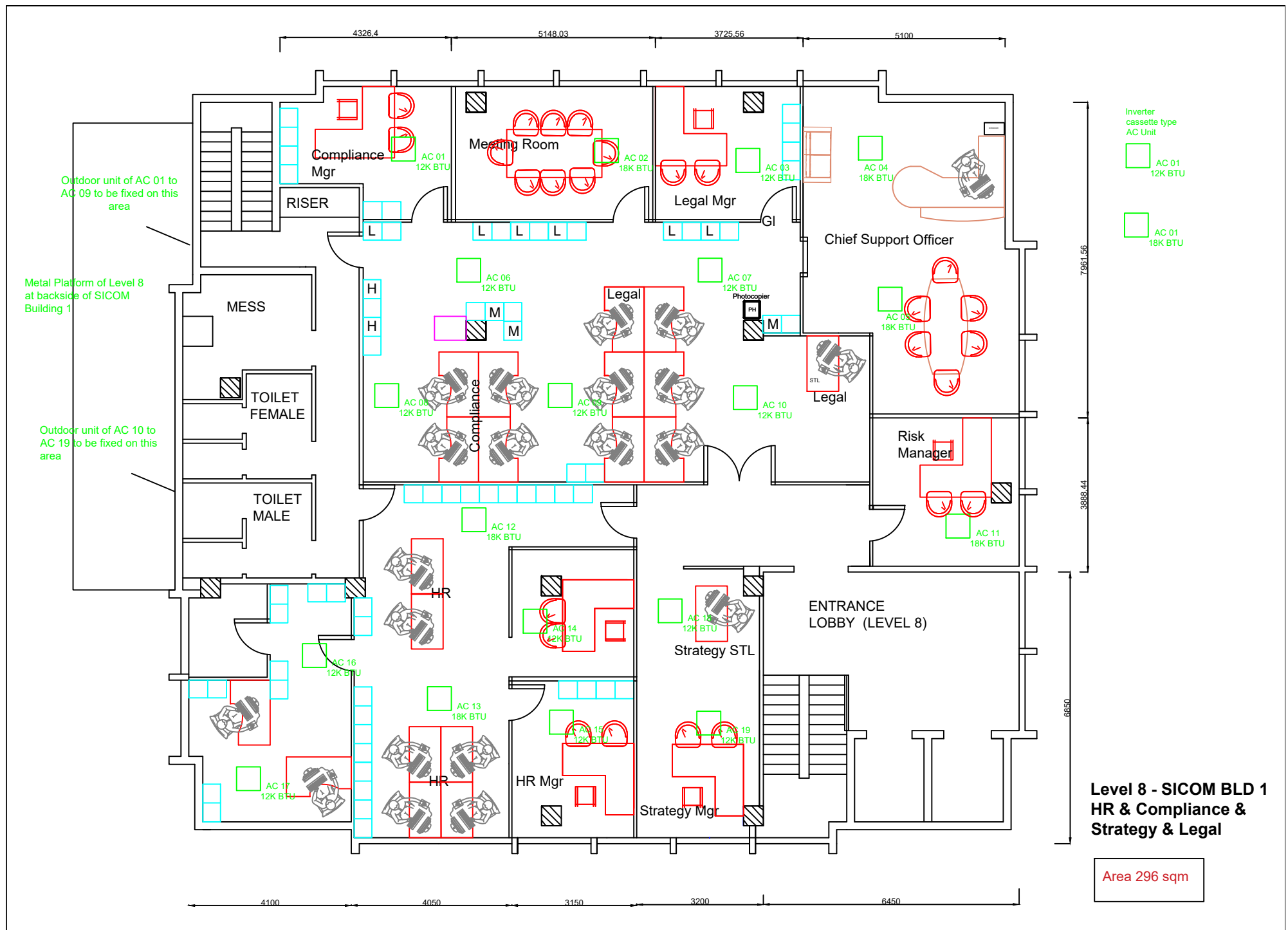
Level 8 - SICOM BLD 1
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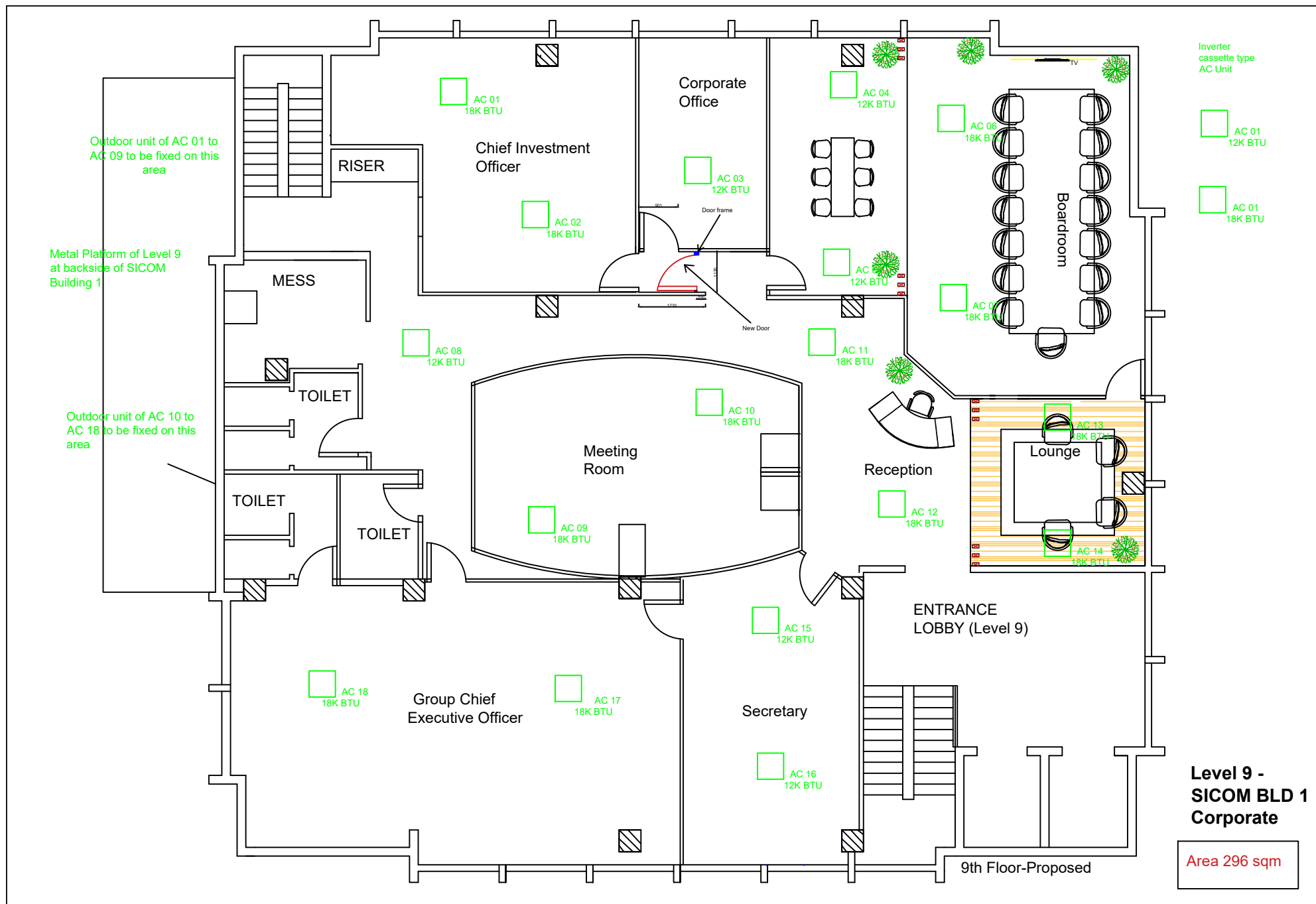
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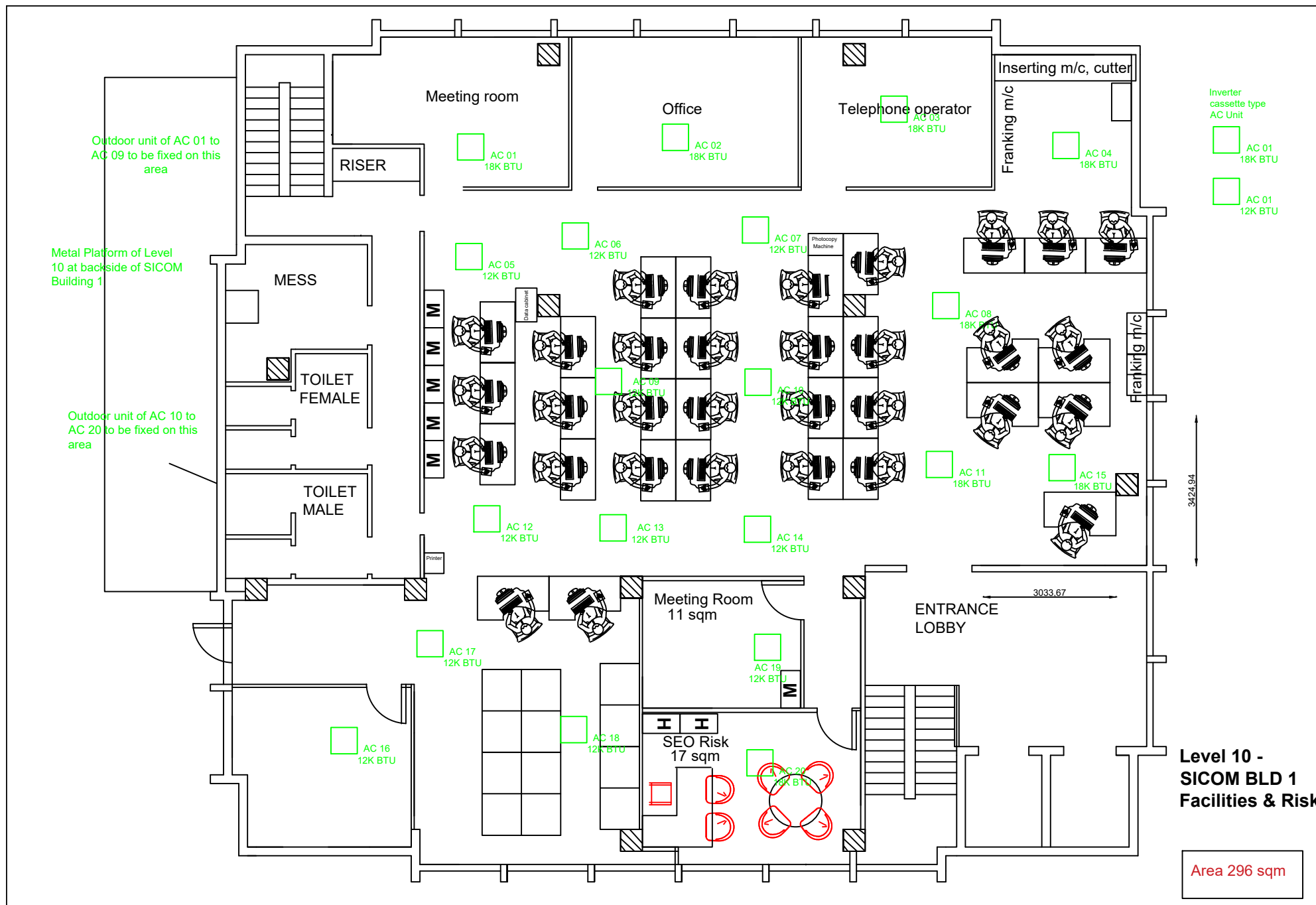


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Corporate**

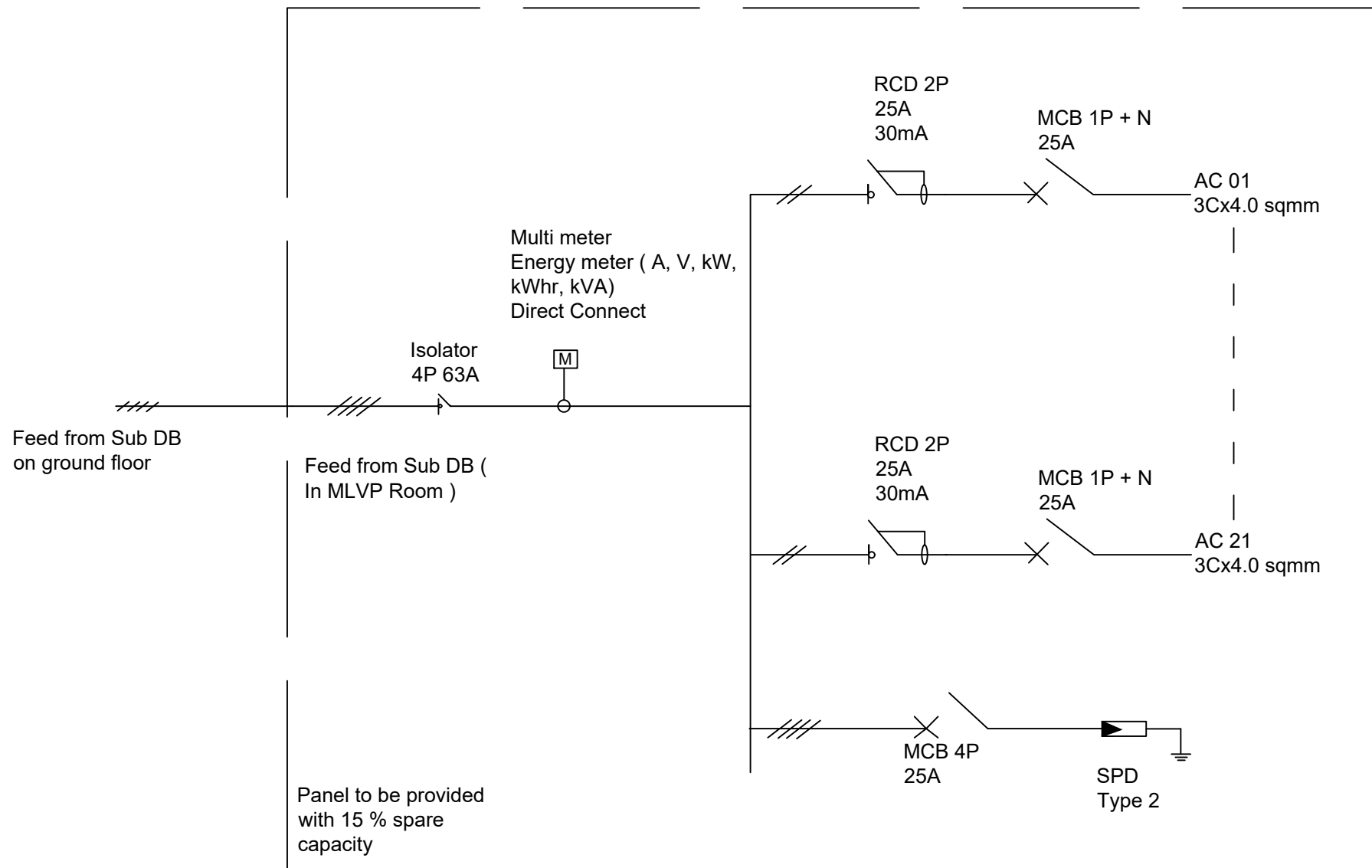
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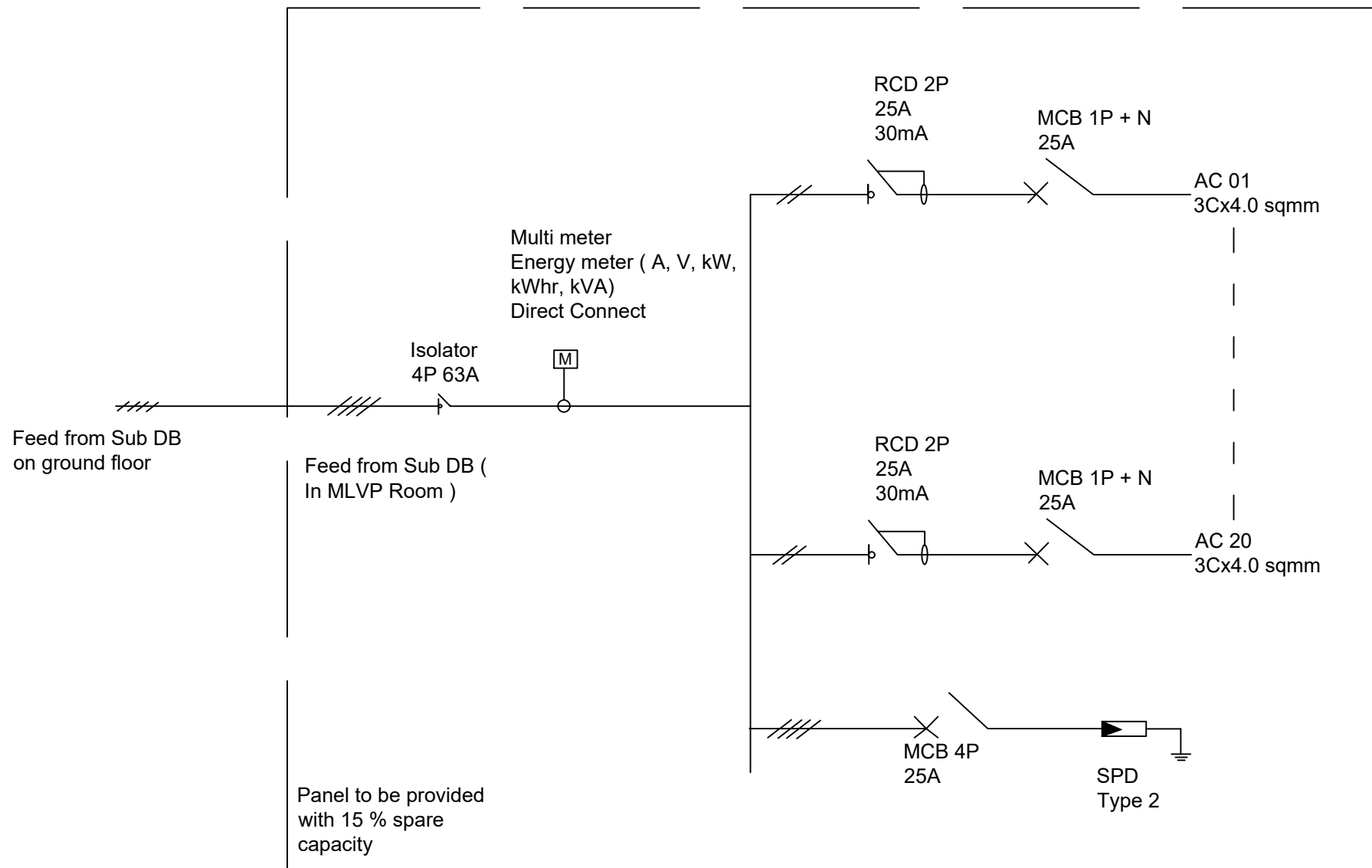




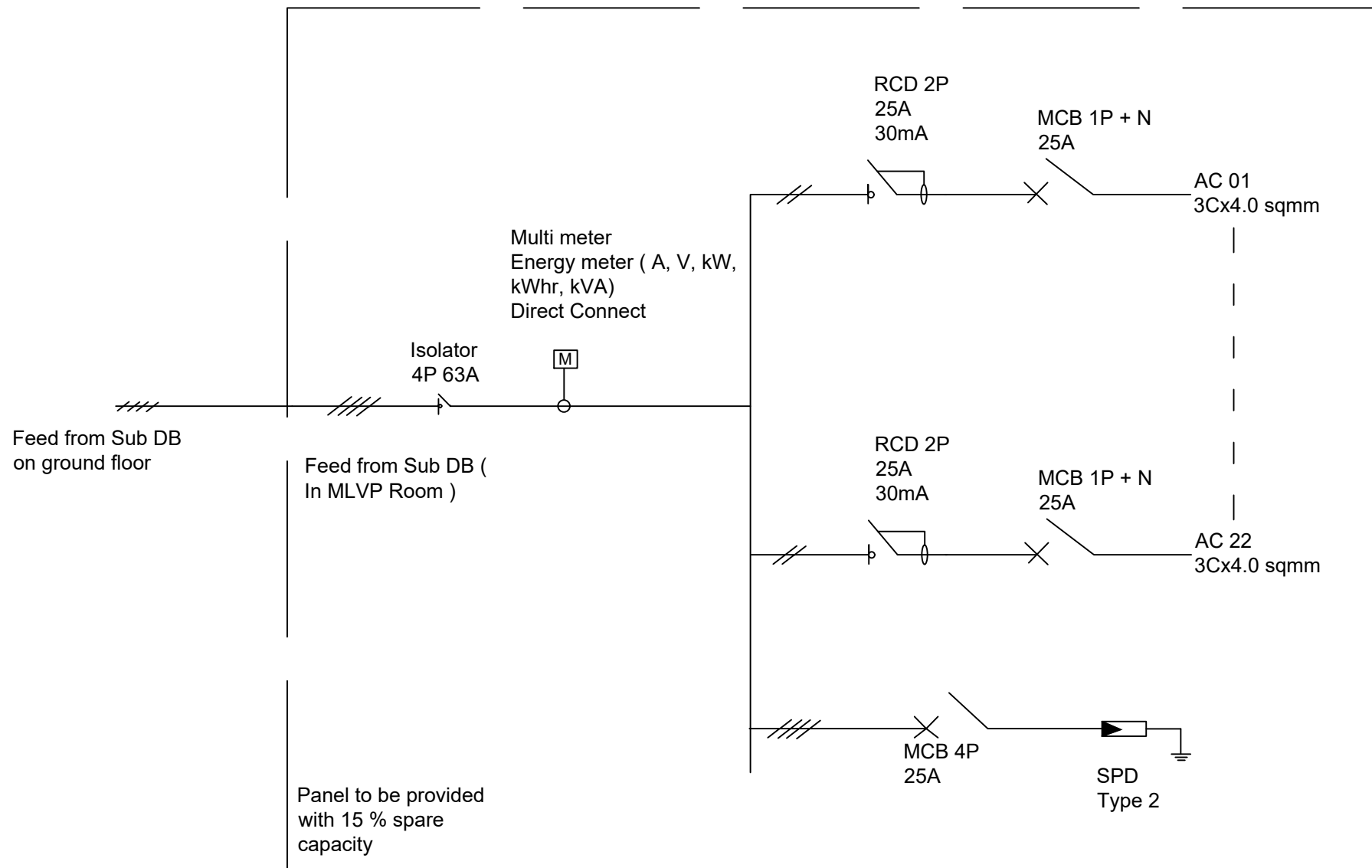
DB A/C on Level 8



DB A/C on Level 9



DB A/C on Level 10



DRAWING

