

## THE DISTRICT COUNCIL OF PAMPLEMOUSSES

### AWARD OF PROCUREMENT CONTRACT

#### Notice under Section 40 (7) of the Public Procurement Act

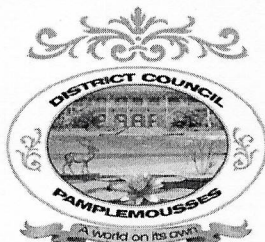
This is to notify that following evaluation, the Contract for the **Construction of RC Incinerator Building Including Supply, Installation, Testing and Commissioning of One Unit LPG-Fired Human Incinerator, Gas Network Installation and Other Associated Works at Creve Coeur -** (Reference: *DCP/ONB/06/2024-25/IFB/2025/493/CPM/87/2024*) has been awarded as follows:

| Successful Bidder    | Address                      | Bid Price / Rs<br>(VAT Excl.) |
|----------------------|------------------------------|-------------------------------|
| ARWAN ENTERPRISE LTD | Descoins Road, Long Mountain | 22,657,750                    |

Date: 04 August 2025

S. Domun-Fagoonee (Mrs)  
Ag Chief Executive

THE DISTRICT COUNCIL  
OF  
PAMPLEMOUSSES



District Council Office  
Royal Road,  
Calebasses

Tel: (+230) 243 8300

Fax: (+230) 243 1452

Email: chiefexecutive.dcp@gmail.com

Please address all correspondences to the Chief Executive

**CONTRACT AGREEMENT**

**CONSTRUCTION OF RC INCINERATOR BUILDING INCLUDING SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE UNIT LPG-FIRED HUMAN INCINERATOR GAS NETWORK INSTALLATION AND OTHER ASSOCIATED WORKS AT CREVE COEUR**

**(REF: DCP/ONB/06/2024-25/IFB/2025/493/CPM/87/2024)**

**THIS AGREEMENT** (hereinafter called the "Contract") made on the **31** of the month of **July 2025**, between **The District Council of Pamplemousses** (hereinafter called "**the Employer**"), of the one part, and **Arwan Enterprise Ltd** (hereinafter called "**the Contractor**"), of the other part:

WHEREAS the Employer desires that the Works known as the **Construction of RC Incinerator Building Including Supply, Installation, Testing and Commissioning of One Unit LPG-Fired Human Incinerator Gas Network Installation and Other Associated Works at Creve Coeur** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these works as detailed hereunder and the remedying of any defects therein:

| Brief Description                                                                                                                                                                                                   | Amount (Rs)          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Construction of RC Incinerator Building Including Supply, Installation, Testing and Commissioning of One Unit LPG-Fired Human Incinerator Gas Network Installation and Other Associated Works at Creve Coeur</b> |                      |
| <b>Civil Works</b>                                                                                                                                                                                                  | <b>15,207,750</b>    |
| <b>Supply, Installation, Testing and Commissioning of One Unit LPG Fire Human Incinerator and Other Associated Works</b>                                                                                            | <b>7,450,000</b>     |
| <b>Sub Total</b>                                                                                                                                                                                                    | <b>22,657,750</b>    |
| <b>VAT @ 15%</b>                                                                                                                                                                                                    | <b>3,398,662.50</b>  |
| <b>Total (VAT Incl.)</b>                                                                                                                                                                                            | <b>26,056,412.50</b> |

**\* Intended Completion Period: 365 Days**

**The Employer and the Contractor agree as follows:**

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

DCP/ONB/06/2024-25/IFB/2025/493/CPM/87/2024- Construction of RC Incinerator Building Incl SS, Inst, Test and Comm of One Unit LPG Fired Human Incinerator Gas Network Installation at Creve Coeur – Arwan Enterprise Ltd

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer, hereby covenants to pay the Contractor in consideration of the execution and completion of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times, and in the manner prescribed by the Contract.

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

**SIGNED IN TRIPLICATE AND SEALED**

Signature: 

**VEDANAND TOTOO**

**In the Capacity of CHAIRPERSON**

Signature: 

**S. DOMUN FAGOONEE (MRS)**

**In the Capacity of AG CHIEF EXECUTIVE**

Signature: 

Name: **DODKCE VIKRAM**

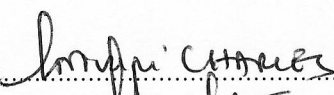
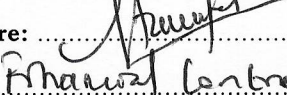
NIC: **62709760501567**

In the Capacity as **Director**

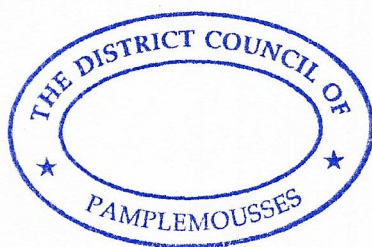
**/ Authorised Representative**

**For and on behalf of the Contractor**

**ARWAN ENTERPRISE LTD**

Name:   
Signature:   
Title: **Financial Controller**

**(COUNCIL'S WITNESS)**



THE DISTRICT COUNCIL  
OF  
PAMPLEMOUSSES



Please address all correspondences to the Chief Executive

District Council Office  
Royal Road  
Calebasses  
Tel: (+230) 243 8300  
Fax: (+230) 243 1452  
E: chiefexecutive.dcp@gmail.com

Ref: DCP/ONB/06/24-25/IFB/493/CPM/87/24/EC.01.07/LOA

22 July 2025

**The Director**  
**ARWAN ENTERPRISE LTD**  
**Descoins Road**  
**LONG MOUNTAIN**

**Tel:** 245 4165 / **Fax :** 245 1166  
**Mob:** 5 254 2742 / 5 863 2742  
**Email:** [arwanenterprise@gmail.com](mailto:arwanenterprise@gmail.com)

Dear Sir,

**Re: Letter of Acceptance**  
**Construction of RC Incinerator Building Including Supply, Installation, Testing and**  
**Commissioning of One Unit LPG-Fired Human Incinerator Gas Network Installation**  
**and Other Associated Works at Creve Coeur**  
**(Ref: DCP/ONB/06/2024-25/IFB/2025/493/CPM/87/2024)**

This is to notify that your bid submitted in response to the procurement exercise mentioned in the caption is hereby accepted by the District Council of Pamplemousses as detailed hereunder:

| Brief Description                                                                                                 | Amount (Rs)   |
|-------------------------------------------------------------------------------------------------------------------|---------------|
| Civil Works                                                                                                       | 15,207,750    |
| Supply, Installation, Testing and Commissioning of One Unit LPG Fire Human Incinerator and Other Associated Works | 7,450,000     |
| Sub Total                                                                                                         | 22,657,750    |
| VAT @ 15%                                                                                                         | 3,398,662.50  |
| Total (VAT Incl.)                                                                                                 | 26,056,412.50 |

Amongst other terms and conditions as stipulated in the bidding document, you are requested to furnish / abide to the following requirements:

**(a) Insurance Cover** as per Clause GCC 13.1 contained in Section IV – General Conditions of Contract and Particular Conditions of Contract – ***(Same to be submitted at the time of signature of contract)***

**(b) Performance Security** in the form of a Bank Guarantee using for that purpose the format enclosed herein *Section V – Contract Forms* for an amount of **Rs 2,265,775** which represent 10 % of the bid price (exclusive of VAT). Same shall be submitted ***within 28 days*** from receipt of this letter of acceptance. The Performance Security shall remain valid for a period of 28 days after the completion date of the contract. *(Refer to clause 17 – Section 1: Instruction to Bidders)*

***You may note that failure on your part to submit the Insurance Cover and Performance Security and to sign the contract in the prescribed time will constitute sufficient ground for the cancellation of the award and execution of your Bid Securing Declaration.***

*SN*

**(c) Enforcement of Labour Clause in Works and Non-Consultancy Services Contracts -** Submission of all related documents together with claim for payment as per Directive No. 37 dated 12<sup>th</sup> April 2018 issued pursuant to Section 7(b) of the Public Procurement Act 2006

**(d) Performance Review -** We also wish to bring to your attention that the Council shall undertake performance rating as required in Directive No. 69 on Performance Review dated 10 April 2023 issued pursuant to Section 7 (b) of the Public Procurement Act – Procurement Policy Office.

Should you be agreeable to the above, you may call upon for the signature of the Contract on **Thursday 31 July 2025** at any time between 10.00 hrs to 15.00 hrs at the seat of this Council, New Headquarters, Royal Road, Calebasses.

A draft copy of the agreement is herewith annexed.

Please bring along your official seal, National Identity Card and an authorisation letter, in the event a representative is signing on behalf of the Company Director.

Yours faithfully,



**S. Domun-Fagoonnee (Mrs)**  
**Ag Chief Executive**

GC/pc

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Invitation for Bid No.: DISTRICT COUNCIL OF PAMPLEMOUSSES/IFB/2025/493

Invitation for Bid Name: Construction of RC Incinerator Building including Supply, installation, testing and commissioning of one unit LPG-fired human incinerator including gas network installation And Other Associated Works at Creve Coeur

Bid No.:149444

Company Name: ARWAN ENTERPRISE LTD

OVERDRAFT FACILITIES

3000000

LIQUID ASSETS.pdf

## BID SUBMISSION FORM\_ (VER. 1.0)

Please click on 'Decrypt' to fill the Bid Submission Form, and to ascertain that the amount and currencies that have been carried forward are the same as per your price breakdown as worked out in the Price Schedules or Bill of Quantities:

To: THE DISTRICT COUNCIL OF PAMPLEMOUSSES  
We, the undersigned, declare that::

a) We have examined and have no reservations to the Bidding Documents, including Addenda issued.:

b) We offer to execute in conformity with the Bidding Documents the following Works:: Construction of RC Incinerator Building including Supply, installation, testing and commissioning of one unit LPG-fired human incinerator including gas network installation at Creve Coeur

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

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

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

Base Price:

### Base Bid

15207750.0

(Fifteen Million Two Hundred Seven Thousand Seven Hundred Fifty Mauritian Rupees Only)

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

(i) Discount on Base Bid:

| Discount | Methodology |
|----------|-------------|
| 0        | 0           |

(e) Our bid shall be valid for a period of 120 DAYS (inset validity period as specified in ITB 2) days from the deadline for submission of bids in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period:

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

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

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

(i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 9(f);:

(j) We are not participating, as a Bidder in more than one bid in this bidding process.:

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

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Invitation for Bid No.: DISTRICT COUNCIL OF PAMPLEMOUSSES/IFB/2025/493

Invitation for Bid Name: Construction of RC Incinerator Building including Supply, installation, testing and commissioning of one unit LPG-fired human incinerator including gas network installation And Other Associated Works at Creve Coeur

Bid No.:149444

Company Name: ARWAN ENTERPRISE LTD

**the Republic of Mauritius shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.:**

**m) Margin of Preference:**

We apply for margin of preference

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

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

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

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

VIKRAM DOOKEE

**Insert complete name of person digitally signing the bid and duly authorized to signing and committing the bidder as per Bid Submission Form.:**

VIKRAM DOOKEE

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

DIRECTOR

**Insert complete name of Bidder:**

ARWAN ENTERPRISE LTD

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

## Section IV: General Conditions of Contract and Particular Conditions Of Contract

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), (**Ref: W/GCC10/04-20**)<sup>1</sup>\*, for the Procurement of Works (available on website [ppo.govmu.org](http://ppo.govmu.org)) except where modified by the Particular Conditions of Contract below.

Procurement Reference Number: **DCP/ONB 11 /2023-2024**

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

### Particular Conditions of Contract

| <b>A. General</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 1.1 (r)</b>  | The Employer is <i>The District Council of Pamplémousses</i>                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC 1.1 (v)</b>  | The Intended Completion Date for the whole of the Works shall be <b>365 days</b> as from the start date.                                                                                                                                                                                                                                                                                                                                                      |
| <b>GCC 1.1 (y)</b>  | The Project Manager is <i>The Head, Public Infrastructure Department, The District Council of Pamplémousses</i>                                                                                                                                                                                                                                                                                                                                               |
| <b>GCC 1.1 (aa)</b> | The Site is located at Creve Coeur and is defined in drawing                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC 1.1 (dd)</b> | “The Start Date shall be <b>within 14 days after handing over of site</b> ”                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>GCC 1.1 (hh)</b> | The Works consist of Construction of RC Incinerator Building including Supply, installation, testing and commissioning of one unit lpg-fired human incinerator including gas network installation and associated works at Creve Coeur                                                                                                                                                                                                                         |
| <b>GCC 2.2</b>      | Sectional Completions are: As would be as instructed by the Project Manager or his representative.                                                                                                                                                                                                                                                                                                                                                            |
| <b>GCC 2.3(i)</b>   | The following documents also form part of the Contract:<br>Scope of works<br>Performance Security<br>Insurance Policies<br>Addendum (if any)<br>The Contract Agreement<br>The Letter of Acceptance<br>The Letter from the Bidder<br>The Bid Submission Form<br>The General Conditions of Contract<br>The Particular Conditions of Contract<br>The Employer’s Requirements<br>Filled Priced Activity Schedule<br>Specifications<br>The Bidder’s Qualifications |

<sup>1</sup> \* Public Body to insert complete reference of the document applicable as at this date by consulting PPO’s website.

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 3.1</b>                 | <p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Mauritius.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC 5.1</b>                 | The Project manager <i>may</i> delegate any of his duties and responsibilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>GCC 8.1</b>                 | Schedule of other contractors: <i>NONE</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>GCC 13.1</b>                | <p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: (<i>for the full amount of the works including removal of debris, professional fee etc...</i>) – Contract Amount</p> <p>(b) for loss or damage to Equipment: (<i>for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i> – Rs 5 million</p> <p>(c) 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> – Rs 5 million</p> <p>(d) for personal injury or death: – Rs 5 million</p> <p>(i) of the Contractor's employees: [<i>The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works</i>].</p> <p>(ii) of other people: [<i>This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives</i>].</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. – NOT APPLICABLE</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p> |
| <b>GCC 14.1</b>                | The site is located at Creve Coeur.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC 20.1</b>                | The Site Possession Date(s) shall be communicated to the Contractor after signature of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC 23.1 &amp; GCC 23.2</b> | Appointing Authority for the Adjudicator: <b>No Adjudicator shall be appointed for this Contract.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>GCC 24.</b>                 | In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <p>termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation,</p> <p>then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to</p> <p>“ the competent courts of Mauritius”</p> |
| <b>B. Time Control</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC 25.1</b>           | The Contractor shall submit for approval a Program for the Works within 14 days from the handing over of site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>GCC 25.3</b>           | <p>The period between Program updates is 15 days.</p> <p>The amount to be withheld for late submission of an updated Program is <b>Not Applicable</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>C. Quality Control</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC 33.1</b>           | The Defects Liability Period is: 12 months as from the date of commissioning of the incinerator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC 34.1</b>           | <p>Delete sub-clause 34.1 and replace by the following:</p> <p>Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.</p>                                                                                                                                                                                                         |
| <b>GCC 39.7</b>           | Interim Payment for Plant and Material on site <b>is not</b> applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>D. Cost Control</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC 40.1</b>           | Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC 41.1 (l)</b>       | <p><i>Adverse weather conditions shall be defined as per the following:</i></p> <p>(i) <i>Above 20mm of rainfall recorded in day at the nearest rain Station.</i></p> <p>(ii) <i>An Official declaration of "Torrential Rain" by the Meteorological Department</i></p> <p><i>Cyclone warning class 3 or above</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GCC 43.1</b>           | The currency of the Employer's country is: <b>Mauritian Rupees.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>GCC 44.1</b>           | The Contract is not subject to price adjustment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>GCC 45.1</b>           | GCC Clause 45 is applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                  |                                                                                                                                                                             |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 46.1</b>                  | The liquidated damages for the whole of the Works are Rs 5,000.00 per day. The maximum amount of liquidated damages for the whole of the Works is 1% of the Contract price. |
| <b>GCC 47.1</b>                  | The Bonus for the whole of the Works is not applicable.                                                                                                                     |
| <b>GCC 48.1</b>                  | The Advance Payments shall not be applicable.                                                                                                                               |
| <b>GCC 49.1</b>                  | The Performance Security amount is<br>(a) Bank Guarantee: <i>10 % of the Contract Amount</i>                                                                                |
| <b>E. Finishing the Contract</b> |                                                                                                                                                                             |
| <b>GCC 56.1</b>                  | The date by which operating and maintenance manuals are required is: Not Applicable                                                                                         |
| <b>GCC 57.2 (g)</b>              | The maximum number of days is: 80 days                                                                                                                                      |
| <b>GCC 59.1</b>                  | The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 25%                                |