REQUEST FOR PROPOSAL FOR WATERPROOFING WORKS AT PORT MATHURIN POST OFFICE, RODRIGUES

RFP No. 02 of 2025/2026
25 September 2025

SECTION I: REQUEST FOR PROPOSAL FOR WATERPROOFING WORKS AT PORT MATHURIN POST OFFICE, RODRIGUES

REQUEST FOR PROPOSAL FOR WATERPROOFING WORKS AT PORT MATHURIN POST OFFICE, RODRIGUES

Procurement Reference: RFP No. 02 of 2025/2026

1.0 INVITATION

THE MAURITIUS POST LTD (MPL) is pleased to invite you to submit your best proposal for the Waterproofing Works at Port Mathurin Post Office, Rodrigues.

2.0 BACKGROUND

The Mauritius Post Ltd (MPL) is a private company which took over the activities of the postal Services Department in 2003 from the government.

The MPL was established for the purpose of providing accessible, affordable and reliable postal services to all customers wherever they reside. It operates a network of 119 Post Offices across the country to accomplish its purpose. As the designated postal operator, the MPL has to inter alia, offer post office letterboxes service, issuance of postage stamps and conveyance of letters.

3.0 SCOPE OF WORK

The Mauritius Post Ltd is planning to do Waterproofing Works on the building of Port Mathurin Post Office in Rodrigues.

The scope of work for this project will include the following:

a) the cleaning of roof;

b) the laying of screed;

c) joint treatment; and

d) waterproofing work.

4.0 GENERAL TERMS AND CONDITIONS

4.1 Request for Proposal Conditions

By participating in this Request for Proposal, you are indicating your acceptance to be bound by all the provisions of the Request for Proposal.

The information contained in this Request for Proposal and the supporting documents and any related written or oral communication is believed to be correct at the time of issue and based upon our present documentation, but MPL will not accept any liability in interpretation and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the MPL.

The MPL reserves the right to modify the provisions of the Request for Proposal at any time prior to the scheduled date for written responses. Additional scope and requirements may be added. Notification of such changes will be provided to all bidders. Your bid should remain valid for acceptance for a minimum period of **90 days** from the closing date of submission of proposals.

Any requirement for clarifications with regard to this Request for Proposal document **shall be made in writing and submitted either by post or email, no later than seven (7) clear working days prior to the closing date of the RFP**. The timeframe for submitting clarifications requests is from 09:00 hours to 16:00 hours local time, Monday to Friday except on public holidays from. All correspondence shall be addressed to:

Mr. D. Ramahotar
Ag. Infrastructure Manager
The Mauritius Post Ltd
Quay Street
Port Louis 11320
Email address: dramahotar@mauritiuspost.mu

Any clarification or amendment to this RFP will be issued through a **final addendum** and posted on the website of Mauritius Post Ltd. The Mauritius Post Ltd reserves the right to amend this Request for Proposal, including the closing date and time, at any time by issuing a written addendum in identical form to all prospective bidders. Each addendum issued shall form an integral part of this Request for Proposal.

5.0 SUBMSSION OF PROPOSAL

The completed proposal is to be enclosed in a plain sealed envelope marked "***Waterproofing Works at Port Mathurin Post Office, Rodrigues***", together with the ***RFP No. 02 of 2025/2026*** and be addressed to:

The Postmaster
Port Mathurin Post office
Rue de Solidarite
Port Mathurin
Rodrigues

Your proposal should reach at the above address **no later than 16 October 2025 by 13:00 hours local time**.

6.0 INSTRUCTION TO BIDDERS

Bidders are required to submit an Information proposal as well as a financial proposal.

The completed Information and Financial proposals must be delivered in a sealed envelope at the submission address before the time and date of the submission of the proposals indicated at paragraph 4.1 of the RFP. Any proposal received later than the closing date for submission of proposals shall be rejected.

Any effort by a bidder to influence the Tender Committee staff in the evaluation of proposals, or award of contract may result in the rejection of the bidder's proposal.

The MPL does not bind itself to accept the lowest tender, nor will it assign any reason for the rejection of a tender and reserves the right to annul the bidding process; and

The MPL reserves the right to split the tender without thereby incurring any liability to any Tenderer. Bids received after the prescribed date and time shall not be considered.

7.0 MANDATORY REQUIREMENTS

The bidder **MUST** provide the following information and/or copies of the following documents:

a) Information to be submitted by bidders at **Annex 2.**

b) Financial Proposal

Insurance Premium on an annual basis for each two years at **Annex 3**.

c) Other documents to be submitted:

(i) Tender should be registered with the Construction Industry Development Board (CIDB). A copy of certificate should be provided.

(ii) A copy of your Certificate of Incorporation or any other document evidencing when your firm was set up.

(iii) A copy of your Business Registration Card.

(iv) A copy of your current Trade License.

(v) A copy of your VAT certificate.

8.0 REQUEST FOR PROPOSAL DOCUMENT

You may obtain a soft copy of the Request for Proposal document from our website on www.mauritiuspost.mu.

We look forward to receiving your bid by **16 October 2025 by 13:00 hours local time**.

The Mauritius Post Ltd
1, Sir William Newton Street
Port Louis 11328

25 September 2025

SECTION II: GENERAL TERMS AND CONDITIONS APPLICABLE

GENERAL TERMS AND CONDITIONS APPLICABLE

1.0 Rights

The Mauritius Post Ltd shall have the right to:

a) ask for clarifications at time of evaluating proposals;

b) reject all proposals;

c) not to go ahead with procurement without. incurring any liabilities.

d) to modify the provisions of the RFP at any time prior to the scheduled date for written responses; and

e) The Mauritius Post Ltd shall not be bound to accept the lowest or any proposals

2.0 Rights

The Prices quoted shall be firm and fixed during validity period of proposal and for execution of contract.

3.0 The Contract

The letter of Acceptance/Purchaser Order Form as the case may be together with this Request for Proposal Form shall constitute the contract between The Mauritius Post Ltd and the Contractor.

4.0 General Conditions of Contract

The general terms and conditions shall be as per the enclosed General Conditions of Contract.

5.0 Employer

The Mauritius Post Ltd is inviting the Request for Proposal is the Employer for the purpose of entering into contract with the successful bidder referred hereto as Contractor.

6.0 Project Manager

The Project Manager is the person appointed by the Employer responsible for supervising the execution of the works and administrating the contract.

7.0 Advanced Payment

Advance payment is not applicable for this contract.

8.0 Payment

The Employer undertakes to effect payment **within 28 days** after completion of the works to the satisfaction of the Client subject to the Contractor making goods all defects and submitting all required documents to initiate payment. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract.

9.0 Insurance Covers

The Insurance covers shall be in the joint names of the Contractor and the minimum insurance amounts

shall be:

a) for the Works, Plant and Materials: Minimum Insurance Amount of Insurance shall be the Total value of Contract price + professional fees and MUR 15,000 for removal of debris.

b) for loss or damage to Equipment.

c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *Minimum Insurance Amount shall be MUR 5,000,000 (five million Rupees).*

d) for personal injury or death:

   (i) of the Contractor's employees: *Minimum Insurance Amount shall be MUR 5,000,000 (five million Rupees)-Number of occurrences shall be unlimited.*

   (ii) of other people: *Minimum Insurance Amount shall be MUR 5,000,000 (five million Rupees)- Number of occurrences shall be unlimited.*

e) 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 and First Loss Burglary, after approval of the Mauritius Post Ltd. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.

A copy of the Insurance cover shall be submitted to the Employer or his representative prior to commencement of the works. Failure to submit evidence of Insurance as per the conditions above will entail stoppage of the works and remedial actions **as per Clause 13.3 of the Conditions of Contract** and No extension of time will be entertained for such delays.

10.0 Performance Security

Not Applicable.

11.0 Liquidated Damages

The liquidated damages for the whole of the Works are MUR 1,000 per day.

The maximum amount of liquidated damages for the whole of the Works is *10 percent of the Contract Price.*

12.0 Defects Liability period is 182 days. Warranty for waterproofing works shall be 10 years.

Not Applicable.

13.0 Retention Policy

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.

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Annex 1

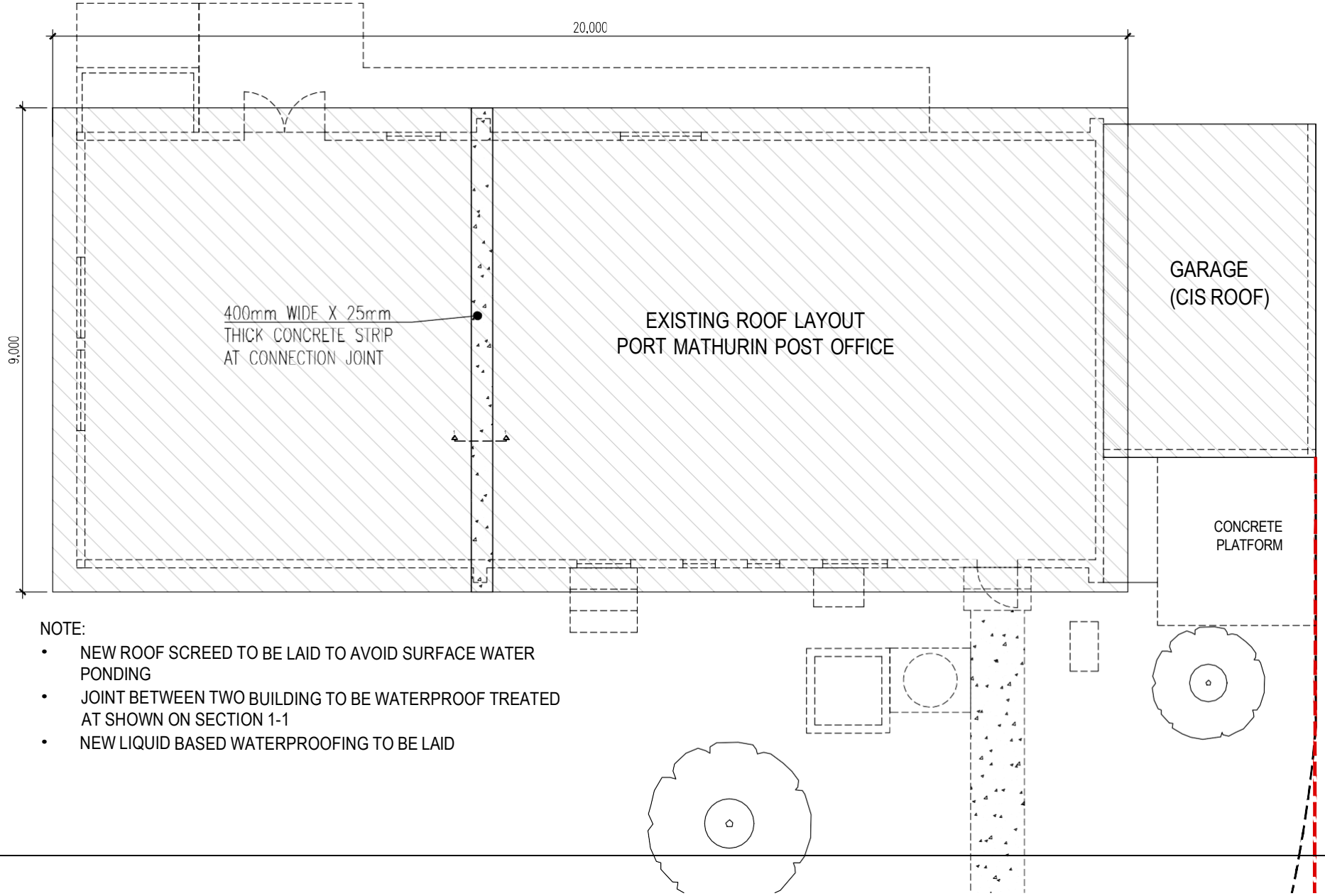
- *Drawings*

MAURITIUS POST OFFICE

WATERPROOFING WORKS AT POST OFFICE AT PORT MATHURIN

DRAWING LIST

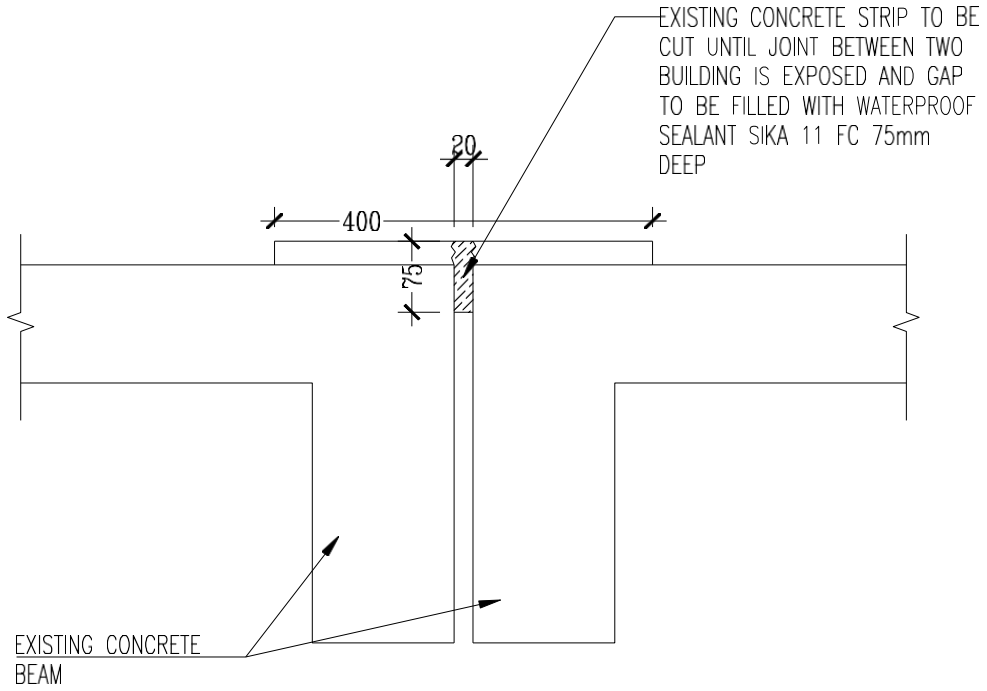
DRAWING NO	DRAWING TITLE
DC-23-18-01	ROOF LAYOUT
DC-23-18-02	JOINT WATERPROOFING TREATMENT DETAIL



NOTE:

- NEW ROOF SCREED TO BE LAID TO AVOID SURFACE WATER PONDING
- JOINT BETWEEN TWO BUILDING TO BE WATERPROOF TREATED AT SHOWN ON SECTION 1-1
- NEW LIQUID BASED WATERPROOFING TO BE LAID

NOTES:	DHINESH CHENGADOO CIVIL/STRUCTURAL ENGINEER RPEM: 1371 BRN: 118001650 VAT REG NO: VAT18880444 JEANTAC, RODRIGUES Mobile No: 52573710 Email: djdhinesh@hotmail.com	PROJECT: WATERPROOFING WORKS AT POST OFFICE AT PORT MATHURIN CLIENT: THE MAURITIUS POST LTD DRAWING: EXISTING ROOF LAYOUT	DRAWN BY: DHINESH CHENGADOO SCALE: 1:100 A4 STATUS: TENDER	DATE: 15 JANUARY 2024 DRAWING NO: DC-23-18-01 (REV 0)



SECTION 1-1
JOINT WATERPROOFING TREATMENT DETAIL

NOTES:	DHINESH CHENGADOO CIVIL/STRUCTURAL ENGINEER RPEM: 1371 BRN: 118001650 VAT REG NO: VAT18880444 JEANTAC, RODRIGUES Mobile No: 52573710 Email: djdhinesh@hotmail.com	PROJECT: WATERPROOFING WORKS AT POST OFFICE AT PORT MATHURIN	DRAWN BY: DHINESH CHENGADOO	DATE: 15 JANUARY 2024
		CLIENT: THE MAURITIUS POST LTD	SCALE: 1:8 A4	DRAWING NO: DC-23-18-02
		DRAWING: JOINT WATERPROOFING TREATMENT DETAIL	STATUS: TENDER	(REV 0)

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Annex 2

- *Bill of Quantities*

	WATERPROOFING WORKS AT POST OFFICE AT PORT MATHURIN	AMOUNT
Item		**Rs**
	BILL NO 1 –PRELIMINARIES AND GENERAL REQUIREMENTS	
A	**Generally** The Contractor shall be deemed to have allowed for the provision of all preliminaries listed out in this Bill for the proper completion of the Works to the complete satisfaction of the Engineer.	
B	In the event of the lump sum only being inserted in respect of the Preliminaries, the Contractor may be required to provide an itemised breakdown of the amount so included.	
C	Items are listed below for convenience of pricing. However, the Contractor is responsible for ensuring all costs are included in conformity with the Conditions of Contract, both General Conditions and Particular Conditions and **Specifications**, whether or not an item is specified.	
	General Conditions of Contract	
D	The General Conditions of Contract is as per enclosed in the tender documents.	
E	The Particular Conditions are provided to suit the nature of the project and the site conditions Allow for Contractor's All Risk Insurance as per the Conditions of Contract.	
F	Allow for Contractor's site personnel and site supervision.	
G	Allow for Contractor's site equipment as required for successful execution of the works and as per ***Clause 49 of the General Specifications.***	
H	Allow for Contractor's site establishment including Stores, and worker's facilities	
I	Allow for Program of work and Quality Control.	
J	Allow for temporary facilities (power supply, water, communication).	
K	Allow for testing and commissioning.	
L	Allow for relocation of existing structures to temporary area during working and cleaning of site on completion. Relocated structures to be reinstated to original location after completion of works.	
M	Allow for security and watchmanship.	
N	Allow for Defects Liability Period	
	Total amount carried to main summary 1.S	

Item	DESCRIPTION	Unit	Qty	TENDER Rate (MUR)	TENDER Amount (MUR)
	BILL 2 - WATERPROOFING WORKS				
	Roof cleaning				
A	To clean existing concrete roof free from all algae, debris, dust and dirt with pressure water jet and by hand brushing with appropriate detergent and made dry and adequate to receive new screed.	m²	185		
	Roof Screed at level *Cement and sand (1:4) mixed with an approved waterproofing compound laid on concrete slab to falls and crossfalls including dishing towards rainwater outlets and forming fillet at junction with upstands and walls.*				
B	50mm thick average screed laid on flat roof slab	m²	185		
C	Extra over roof screed for forming angular fillet along roof kicker	m	60		
	Joint Treatment				
D	To cut existing concrete strip 20mm wide x 25mm deep until joint between two building is exposed and fill gap with SIKA 11FC sealant 75mm deep as shown on drawing DC-18-02. Rate to include making good to damage slab or beam during drilling.	m	9		
	Roof waterproofing at level *Supply and lay an approved liquid waterproofing suitable for potable water collection, sikilastic or equivalent, by specialists; all in accordance with the manufacturer's specifications (Compulsory 10 years guarantee to be given) all to the approval of the Engineer. Contractor to obtain written approval of specialist regarding fitness of surfaces prior to start of works. Contractor to submit sample for approval and certificate of ten year guarantee before execution of works.* ***This item will be paid only after submission of warranty certificate.***				
E	On screeded surface of flat roof slab	m²	185		
F	To sides and top of upstands / parapet wall	m²	60		
	Total amount carried to main summary 2. S				

				TENDER	
ITEM	*DESCRIPTION*	Unit	Qty	Rate (MUR)	Amount (MUR)
	BILL NO. 3 - PRIME COST AND PROVISIONAL SUMS				
	Provisional, Prime costs and Contingencies sums have been provided for work of uncertain extent which is to be carried out by the Contractor. Such work as carried out is to be measured on completion in accordance with the Principles of Measurements (International) for works of construction priced by negotiation with the Quantity Surveyor, and such measurements shall replace the Provisional and Contingencies Sums provided. Prices for items of similar works contained in these documents and the rates on the bills on quantities				
	Notes:				
(a)	The Contractor will be responsible for the supervision and administration of all nominated sub-contractors and suppliers in accordance with the Conditions of the Contract and will be required to discuss, agree, co-ordinate and monitor work programme(s) with each firm.				
(b)	All Prime Costs, Provisional Sums and other amounts stated below are subject to adjustment and may be deducted in whole or in part from the Contract without the Contractor having any claim				
(c)	Any percentage or lump sum addition made hereunder by the Contractor after any prime cost item shall be adjusted on a pro-rata basis of the actual amount expended for that Prime Cost Sum in the final accounts.				
(d)	The Contractor shall allow for general attendance upon sub-contractors for affording them all reasonable attendance and facilities for carrying out their works simultaneously with his own and shall add to prime cost sums of the following items or any other items which he considers necessary:				
(i)	Profit and overheads				
(ii)	Supply of all necessary full size setting out templates				
(iii)	Giving all necessary dimensions and taking responsibility for their accuracy				
(iv)	Unloading or assistance in unloading of materials and getting in				
(v)	Providing all necessary working and storage accommodation				
(vi)	Allowing the free and full use of all scaffolding, ladders, hoists, trestles, scaffold boards and all plant of a similar nature required including erecting in advance and maintaining as long as may be required by the sub-contractor				
	Total amount carried to collection 3.1				

				TENDER	
ITEM	*DESCRIPTION*	Unit	Qty	Rate (MUR)	Amount (MUR)
	PROVISIONAL SUMS **Works which cannot be entirely foreseen, designed or detailed** **CONTINGENCIES**				
A	Allow for the sum of *Rupees Twenty-Five Thousand* for contingencies to be spent under the direction of the Engineer for the whole project	Sum			25,000.00
	Total amount carried to main summary 3. S				

MAURITIUS POST OFFICE

WATERPROOFING WORKS AT POST OFFICE AT PORT MATHURIN

MAIN SUMMARY OF BID

				AMOUNT	
Item	**DESCRIPTION**			**Rs**	**Cs**
	BILL NO 1 Preliminaries and General Items	page	1.S		
	BILL NO 2 Waterproofing works	page	2.S		
	BIIL NO 3 Provisional Sum and Contingencies	page	3.S		
A	Sub Total				
B	***Less*** Discount offered (if any)				
C	Sub Total excluding VAT (A - B)				
D	***Add*** 15% Value Added Tax (VAT) (15% of C)	15%			
E	**Total Amount (C+D) of Fixed Price Bid inclusive of Value Added Tax (VAT) carried to Bid submission form**				

Amount in Words (Fixed Price Bid) .....
.....
. ..... **Including Value Added Tax (VAT)**

Name of Bidder.....
.....
.....

Dated this ..... Day of 2025

Signed .....

Name .....

In the capacity of .....

Duly authorised to sign on behalf .....
.....

In the capacity of .....
M/S

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Annex 3

- *Specifications*

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Standard Specifications

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STANDARD SPECIFICATIONS

- Section A - General Specifications
- Section B – Excavation & Earthwork
- Section C – Concrete Work
- Section D – Blockwork
- Section E – Geomembrane
- Section F – Structural steel Works
- Section G – Masonry works
- Section H – Timber/wood works
- Section I – Finishes

SECTION A - GENERAL SPECIFICATIONS

1. CLIENT'S ENGINEER RESPONSIBILITY

The client may employ a Project Engineer/Consultant who shall act as Project Manager. The Engineer will be responsible to ensure quality, cost and time control in line with the Conditions of contract and shall take the entire design responsibilities with respect to the project. The Contractor shall liaise with the Engineer for all technical associated matters in regards with project except instructed otherwise.

2. FLOW OF COMMUNICATION

All correspondences shall be addressed to the Client and copied to the Engineer, except for technical matters, which shall be directed solely to the Engineer. The Contractor shall submit hard copies of all correspondences to both the Client and the Engineer on same day. Additionally, correspondences, instructions or any other documents or notifications may be communicated also via email. Fax will not be considered as Contractual flow of communication.

The Client and Engineer will liaise with only the Key personnel or managing director.

3. DOCUMENTS THAT SHALL BE AVAILABLE ON SITE

The contractor shall ensure that the following documents/ drawing are always available on site:

- Contract documents
- Latest drawings
- Site instruction book
- Program of work
- Procurement schedule

4. LABOUR FORCE AND KEY PERSONNEL ON SITE:

Any changes in key personnel shall be approved by the Engineer as per Conditions of the Contract.

The Contractor shall ensure that the qualification of key personnel complies with the requirement of SECTION I - Invitation to bids of the tender documents.

In the event of temporary absence, the Contractor shall notify the Client and Engineer in writing and shall provide a temporary replacement for the key personnel until their return to work on site. The proposed replacement shall meet the original qualification criteria as defined in the tender documents.

Should the Contractor fail to comply with the above requirements, the Engineer may instruct the Contractor to halt work until qualified key personnel are provided for site supervision. No extension of time will be granted to the Contractor in such circumstances.

Should the Contractor excessively delay in replacing the approved key personnel, Contractual implications as per the

Conditions of Contract will be applied.

If the Managing Director has also been approved as the key personnel as defined in Invitation to bids of contract, he should be fully available on site during working works for supervision of the works and fulfil all responsibilities of the key personnel. If he fails to fulfil his responsibilities, the Engineer will request the Contractor for permanent replacement of the key personnel.

The Key personnel cannot work on full time basis on two or more on-going different projects. Full-time basis for key personnel means that these individuals must be exclusively assigned to the project and remain available throughout its duration on site, without being diverted to other projects. The Contractor shall provide a dedicated site office for key personnel to ensure their full availability on-site during working hours or whenever work is being executed on-site.

5. PROGRESS MONITORING

The Contractor shall record progress on site on a daily basis. Records of weather condition, labor force, plant equipment and all works carried out on site.

The general foreman shall take pictures of the works daily and submit all pictures to the Engineers on a fortnightly basis.

6. COORDINATION WITH M&E WORKER:

The contractor shall work in coordination with the Engineer and M&E worker for first fix of all plumbing and electrical works.

7. QUERIES/ LACK OF INFORMATION:

The contractor shall submit RFI, queries of any other request regarding missing information to the Engineer at least 2 days before execution of the work.

8. SITE VISIT AT TENDER STAGE

The tenderer is strongly advised to visit and inspect the proposed site for which they are tendering prior to submitting their tender. The successful tenderer shall be deemed to have fully satisfied themselves as to the nature and extent of the works. No claims for additional costs or extensions of time under the contract will be entertained on the grounds that insufficient information was provided in the Tender Document, that the contractor was not familiar with the conditions prevailing at the site, or that unexpected difficulties were encountered during the course of the work which could have been avoided through site inspection.

9. MATERIALS AND WORKMANSHIP

The quality of materials, goods and standard of workmanship shall be of the best quality of their respective kinds and to the Engineer's entire satisfaction and shall comply in all respect to the latest relevant British Standard Code of Practice and or Mauritius Standards referred to herein as BS COP and MS respectively unless otherwise stated. Preambles and

descriptions of materials, goods and workmanship given in any one section or trade shall apply throughout all other sections or trades of this specification unless otherwise described. The Contractor's attention is drawn to his responsibilities as to defects after completion of the works.

10. DISCREPANCIES

The Contractor shall notify the Engineer in respect of Materials and Workmanship specified herein, where any of the above conflict with each other or any other specified requirements.

11. ORDER OF MATERIALS

The Contractor shall submit all necessary compliance certificates of the materials, equipment, fittings etc., ordered to the Engineer within 7 days as from the Letter of award and shall place orders for all materials, equipment, fittings etc. within 14 days as from the commencement date provided that the compliance certificates have been approved by the Engineer. Delay due to incorrect or non-compliant certificates shall be attributable to the Contractor.

If the commencement date is less than **14 days from letter of award** as defined in the Particular conditions of Contract, the Contractor shall submit all necessary compliance certificates of the materials equipment, fittings etc., ordered to the Engineer **within 2 days as from the Letter of award.**

Materials such as waterproofing, aluminum openings, sheeting, tiles, paint, electrical and plumbing accessories **will require at least 28 days for approval**. For all works where shop drawings are required as defined in the Bill of Quantities, approval will be obtained **within 28 days from date of submission of working drawings**. The Contractor shall plan accordingly. The Engineer has the right to re-arrange the priority of ordering of such materials with respect to the chronological series of activities related the scope of works provided that the Contract duration and completion date is unchanged and not compromised.

Once the compliance certificates have been approved, the Contractor shall keep the Engineer informed of orders placed and of their expected delivery for use in connection with the works. An updated program of work showing procurement of materials with exact order and delivery dates shall be submitted to the Engineer.

Delays in procurement of materials, equipment, fittings, etc. or non-availability of same is at the entire risk of the Contractor and will not be entertained for extension of time if the Contractor failed to order on time. "On time" refers to the chronological method of submitting the compliance certificates, seeking necessary approval and placing necessary order as mentioned from start of this Clause.

The source and origin of materials, with the exception of water, cement, reinforcement, blocks, and aggregates, are not required to be from the local market. The Contractor shall account for the cost of procuring materials from foreign countries, if necessary, and include all associated costs in their rates prior to submitting the bid.

If the Contractor experiences delay in procuring water, cement, reinforcement, blocks, and aggregates, they must substantiate such delays with the following documentation:

- Letters from all available local suppliers confirming the unavailability of the specified materials
- Order receipts clearly indicating the dates of order and expected delivery dates

However, no extension of time will be granted if the Contractor fails to place orders in a timely manner as specified above.

12. SUPPLY OF SAMPLES

The Contractor shall allow for finishing any sample of materials, workmanship or building components that may be required by the Engineer for approval or selection including panels of rendering, block walls, painting, stone cladding, etc. The approved samples shall be retained on site in temporary room suitably protected and labelled for comparison with materials used in the works and shall be removed when no longer required at the Contractor's cost.

The Contractor shall provide and complete any samples of materials, workmanship, or building components required by the Engineer for approval or selection, including panels of rendering, block walls, painting, stone cladding, etc. Approved samples shall be retained on site in a suitably protected temporary room and labelled for comparison with materials used in the works. These samples shall be removed at the Contractor's expense when no longer needed.

The Engineer reserves the right to reject any materials, workmanship, or components that, in their opinion, do not meet the same standard as previously approved samples. This applies to any material, workmanship, or component that was previously approved

13. REPORTS AND RECORDS

The Contractor shall daily record the number of workpeople employed on the works in each trade together with details of delivery of materials on site and movement of plant and equipment to and from site as applicable.

He shall also keep daily records of weather conditions and works executed and tests carried out. The Contractor shall apply free of charge Photocopy of such records to the Engineer at fortnightly intervals from the commencement to the completion of the works. Similar records shall be kept by the Contractor for all sub-contractors employed on the project.

14. PLANT AND EQUIPMENT

The Contractor shall provide and install all necessary plants, concrete mixers, vibrators, dumpers, excavators, bulldozers, rollers, pumps, cranes, hoists, ladders, scaffolding, staging, tackle, tarpaulins, tools, vehicles and other plant (mechanical and otherwise) and allow for altering, adapting and maintaining them as necessary for the efficient and expeditious executions of the works. Upon or before completion, the Contractor must clear all equipment and machinery from the building and site and make good any damage to the entire satisfaction of the Engineer.

15. GENERAL COSTS

The Contractor shall allow for all costs incurred in respect of workpeople and site staff: -

a) Workmen's Compensation Insurance
b) National Pensions Fund Contributions
c) Sick Leave, Annual and Public Holidays
d) Shut down or account of cyclone warnings, weather conditions, inclement weather etc.

e) Traveling time costs, fares and transport costs
f) Incentive and Bonus Payments
g) Severance and Subsistence Allowance
h) Protective and Safety clothing and equipment
i) Any other costs necessary under the application of the Building Industry remuneration Order and the Labor Act.

The Contractor must make himself acquainted with current ordinances and regulations regarding the movement of housing, security and control of labor, labor camps, transport etc. and make allowance for all costs incurred therewith or arising from the employment of workpeople and site staff.

16. WORKING RULES & REGULATIONS

The contractor shall comply to all Regulations by Laws and other requirements of the Local and Central Administration. He shall give all notices and pay all fees legally demandable by such Administration. If anything shown on the drawings or mentioned herein conflicts with such regulations, the Contractor shall inform the Engineer and obtain his instructions before proceeding.

The Contractor shall comply to all health and safety regulations for works as per the Health & Safety (Amendment) Act 2022. Health and safety reports shall be prepared by a registered health and safety officer appointed by the Contractor and shall be submitted to the Engineer on a monthly basis.

17. HOARDING, BARRICADES AND SCREENS, GANTRIES

The Contractor shall provide and erect temporary hoardings, gantries, barricades and screens with gates, access doors and fastenings for the proper execution of the works for the protection of the workmen, public and occupants of the adjoining premises and for meeting the requirements of any local or other authority.

The whole of the site shall be properly fenced with temporary hoarding and shall be removed and cleared away form site on completion of works, all to Engineer's satisfaction.

The Contractor and his staff and workers shall not enter any premises other than the site allocated to him specially when the site is under daily undergoing operation such as hospitals and schools, etc.

18. SHORING AND BRACING

The Contractor shall provide for upholding sides of all exposed excavated surfaces with timbering shoring or other methods approved by the Engineer.

The Construction and efficiency of the shoring for the purpose for which it is erected shall be the entire responsibility of the Contractor. Should any subsidence or any other damage occur due to the inefficiency of the shoring or any other support provided, the damage shall be made good by the Contractor at his own cost.

19. MAINTAIN AND PROTECTIVE PUBLIC PROPERTY ETC

The Contractor shall maintain and protect public and private carriageways, footings, kerbs, pipes, ducts, sewers, service mains, underground and overhead cables, etc., and shall keep approaches to the site clear of mud throughout the execution of the works. The Contractor shall also make good or pay for the reinstatement of any damage caused, whether directly or indirectly, by the execution of the works, including damage caused by nominated suppliers or subcontractors, to the satisfaction of the relevant authorities, at the Contractor's expense.

20. SECURITY OF THE WORKS

The Contractor shall provide continuous security for the works from commencement to completion, including during both day and night, as well as on Sundays and public holidays, to ensure the protection of the site.

21. POLICE REQUIREMENTS

The Contractor shall allow for ascertaining and complying with police requirements and for all costs in connection therewith.

22. OVERTIME

If the Contractor deems it necessary to execute work outside normal hours in order to complete the works by the prescribed date or for any other purpose, he shall obtain the approval of the Engineer before doing so.

The time specified for completion of the works under the contract is measured in calendar days. The Contractor is advised that the contract duration includes the possibility of working on weekends (Saturday and Sunday) and public holidays. The Contractor's rates or preliminaries in the Bill of Quantities shall account for any additional costs associated with working during weekends. However, weekend work is not mandatory, provided that the Contractor's rate of progress, as per the planned program, meets the stipulated completion date. The decision to work on weekends rests solely with the Contractor. In certain circumstances, such as when working in an operational hospital or school, the Contractor must schedule noisy activities during off-hours or off-days as agreed with the Employer.

23. ACCESS FOR INSPECTION

The Contractor shall at all times during the execution of the works and the Defects Liability Period provide safe means of access, including ladders, gangways, and any necessary assistance to move and adjust them as directed, for the inspection or measurement of the works by the Engineer, Engineer/Quantity Surveyor, or their representatives.

24. LIGHTING

The Contractor shall provide all necessary artificial lighting and power for the execution and security of the works, including all required meters, temporary wiring, and fittings. The Contractor shall pay all associated charges, and shall alter, adapt, and maintain these temporary installations as needed. Upon completion, the Contractor shall remove all temporary works and restore the site to its original condition

25. TEMPORARY BUILDING ETC

All temporary building etc. shall be situated in approved positions. The Contractor shall provide the following:

- Proper sheds, etc., for the storage and protection of materials, goods, tools etc. and for the execution of work which may be prepared on site.
- Proper sheds and mess rooms for the workpeople.
- All necessary sanitary accommodation for the workpeople and site staff and shall deodorize the ground after removal.
- All other amenities, etc. in accordance with the Building Industry Ordinance and Construction Regulations.
- Offices for the Contractor's staff.

26. NOTICE/SIGN BOARD

The Contractor shall allow for supply and erection of a suitable sign board displaying.

a) Title of project
b) Name of Employer
c) If the Contractor wishes names of Contractor
d) Project Engineer if the project Engineer wishes to

Layout of the sign board size and type of lettering shall be approved by the Engineer.

27. ACCURACY OF WORK

The whole of the works shall be constructed to achieve levels of accuracy within the permissible deviations recommended in BS 5606 unless specified otherwise.

The Contractor shall ensure that all materials, elements, and components of the building fit together as designed. Any work that fails to meet the specified levels of accuracy must be rectified by the Contractor without requiring approval. The Contractor shall submit proposals for such rectifications and bear all associated costs, including any impacts on other work. However, if approval is not granted, necessitating the removal and replacement of the work, the Contractor shall carry out these actions at his own expense

28. SETTING OUT OF THE WORKS

The Contractor shall set out the works using methods and measuring instruments described in BS 5606 and shall inform the Engineer when overall setting out is complete and before commencing construction.

The Contractor shall provide all necessary instruments and assistance for checking the setting out and levels of the works. The Contractor is responsible for verifying all dimensions and levels on both the drawings and the site, with particular attention to the correlation between components and the work in place. No materials or components shall be ordered, nor shall any work be carried out, until any discrepancies have been resolved with the Engineer.

Details of all grid lines, setting out stations, benchmarks, and profiles shall be recorded on the site setting out drawing and retained on site throughout the contract. These records shall be handed over to the Engineer upon completion. The

cost of these activities is deemed to be included in the Contractor's rates.

29. PREPARATION AND KEYING OF BASES AND BACKGROUNDS

The Contractor shall ascertain the mature of the surface, after which the backgrounds shall be prepared and keyed where necessary in accordance with:

a) The recommendations in any applicable British Standard and Code of Practice documents.
b) The specification and recommendation of the Manufacture of the materials to be laid thereon or applied or fixed thereto.
c) Best building practice.

So as to be suitable to receive and where keyed to ensure adhesion of the materials to be laid thereon or applied and fixed thereto.

30. ADHESIVES AND FIXINGS GENERALLY

Where and to the extent that the types of adhesives and fixings and/or types, sizes and spacing of fixings are not fully specified, they shall be suitable for the intended purpose having regard to:

- the nature of and compatibility with the materials being fixed and fixed to
- the size and weight of the fixture and the conditions under which it can reasonably be expected to the used
- the specifications and recommendation of the Manufacturer of the adhesive or fixing the material being fixed, the material being fixed to.
- Adhesives and fixings shall conform to the latest requirements in any British Standard or Codes of Practice document or Mauritian standards and be used in accordance with:
- The specification and recommendation of the Manufacturer.
- The recommendations in any applicable British Standard or Code of Practice documents of Mauritian Standards.
- Best building practice so as to remain the fixture securely in position.

31. PRICING

All rates inserted in the Bills of Quantities shall cover all costs, charges and profit that may be considered necessary for the carrying out and observance of the provisions of General Specification unless otherwise specified.

32. DISCREPANCIES

During the progress of the works, the Contractor shall satisfy himself as to the correctness of all drawings and measurements. If the Contractor finds any discrepancy in the drawings or between the drawings and the specifications, he shall immediately refer the same to the Engineer who shall decide which shall be followed. Figured dimensions shall be taken in preference to the scale mentioned on or attached to any drawings.

33. WORKING DETAILS

Construction drawings shall be furnished by the Engineer, by hard copy or soft copy, free of cost to the Contractor for his own use. The Engineer shall furnish to the Contractor within a reasonable time after the receipt by him of a written request for the same, any details which in the opinion of the Engineer are necessary for the execution of any part of the work such request to be made only within a reasonable time before it is necessary to execute such work in order to fulfil the Contract. One copy of the drawings, details and specifications shall be kept on the works until the completion thereof and the Engineer or his representatives shall at all reasonable times have access to the same. All copies of the drawings, details and specifications shall be returned to the Engineer by the Contractor on the completion of the Contract.

34. DATUM

The levels of the works are related to the Employer's survey plan. All temporary bench marks required by the Contractor for the execution of the works shall be provided by the Contractor at his own cost.

35. PROGRAMME AND PLAN OF OPERATIONS

The whole of the works to be constructed by the Contractor under this Contract shall be completed within the time stated in the tender documents.

The time stated is in Calendar days and the Contractor shall take note that the contract duration also includes working during weekends (Saturday and Sunday) and public holidays. The Contractor's rates or preliminaries in the Bill of Quantities shall account for any additional costs associated with working during weekends. However, weekend work is not mandatory, provided that the Contractor's rate of progress, as per the planned program, meets the stipulated completion date. The decision to work on weekends rests solely with the Contractor. In certain circumstances, such as when working in an operational hospital or school, the Contractor must schedule noisy activities during off-hours or off-days as agreed with the Employer.

Before the commencing the works, the Contractor shall on site, submit to the Engineer for his approval a full detailed programme showing the order of procedure and method by which he proposes to carry out the construction and completion of the works and particulars of the organisation and staff proposed to direct and administer the performance of the Contract. The Engineer may ask the contractor to amend the programme at his or any other time.

The works shall be carried forward to completion with the utmost expediency, to the satisfaction of the Engineer, and in accordance with the approved programme.

Refer to Clause 11 of Section A- General Specifications, once all compliance certificates of materials have been approved by the Engineer, the Contractor shall submit an updated detailed Programme which shall include procurement of materials with their exact order and delivery dates and the activities of the programme of works shall be in connection with the procurement of materials. Program of work shall also cater for duration required for submission and approval for compliance certificates or materials specifications as mentioned in Clause 11 of Section A.

No extension of time for delay in procurement of materials will be entertained if the Contractor failed to submit detailed updated programme as per Clause 11 of Section A.

However, the Contractor shall take note that the contract duration also includes working during weekends (Saturday and Sunday). Contractor rates or preliminaries shall cater for any associated additional cost for working on weekends. However, working during weekends in not compulsory provided that the rate of progress as per planned program complies with the schedule with respect to the completion date. The planning of working during weekends or not depends solely on the Contractor.

36. UNITS

The quantities in the Bills of Quantities, Specifications and the Drawings are given in the "System International D'Unités" (SI Units).

37. TEMPORARY WORKS

After the Contract is awarded and before the works on site commence, the Contractor shall submit to the Engineer for his approval, drawings showing the proposed location and general arrangement of his offices, workshops, stores, quarters, access roads and other temporary works required for the proper and expeditions execution of the permanent works.

The Contractor shall allow for paying all rates and other charges which may be made by local or other authorities in connection with temporary buildings erected for the purpose of the Contractor.

The Contractor shall only use existing buildings, which are not owned by him, for temporary storage, quarters, or similar purposes with prior consent from the Employer/Engineer. The Contractor shall be fully responsible for any damage caused and for restoring the premises to their original condition, to the satisfaction of the Engineer.

38. PRIVATE ACCESS

The Contractor shall obtain their own information regarding access to all parts of the site of the works. If the Contractor wishes to use routes through private property, they must make all necessary arrangements with the property owners. The Contractor is responsible for ensuring that the surfaces of private roads, paths, or yards used or crossed by them, their subcontractors, and nominated suppliers are kept clear of mud and in reasonable repair throughout the progress of the contract. Upon completion of the works, the Contractor must restore these roads, paths, or yards to a condition at least equal to their original state, to the satisfaction of the Engineer, and at their own expense. Additionally, the Contractor is required to regularly inspect their transport to prevent any undue damage to roads, tracks, or properties within the area of the works, whether public or private

39. CONTROL OF WORKMEN

The Contractor shall keep all persons (including those employed by sub-contractors) under the control and within the boundaries of the area allocated to him.

40. CARE OF WORKS

The Contractor will be held responsible for the care of the existing premises and the works generally until their completion including all work executed and materials, goods and plant (including those of sub-contractors and suppliers) deposited on the site, together will all risks arising from the weather, carelessness of workpeople, damage or loss by fire, theft, cyclone or any other cause; and he shall make good at his own cost all such or loss.

The whole of the temporary works, plant, equipment and appliances used on the works will be the liability of the Contractor in regard to construction, sufficiency, safety, maintenance and removal on completion of the contract and approval by the Engineer shall in no way relieve the Contractor of his liability.

41. PROTECTION FROM WATER AND SEWERAGE

The Contractor shall keep the whole of the works free from water and sewerage and accept all risks of predictable flooding in view of the visible or known high-water table or from any known cause whatsoever. The Contractor shall provide and maintain the necessary pumping plant to deal with all water and sewerage which may flow into trenches or excavations and shall allow in his prices for such plant, pumping, shoring temporary drains, sumps, etc. and shall clear away and make good at his own cost and to the satisfaction of the Engineer any damage caused.

42. EXISTING SERVICES AND LIAISON WITH AUTHORITIES

The Contractor shall make such provisions as may be required by the authorities concerned for the support and protection of any water, main, sewer, telephone cable, power cable or other services met on the site. Any diversion of those existing services including protection thereof shall be treated as variation under terms of the Contract.

The Contractor shall allow all cost for liaising with Authorities concerned for notification, approval or removal of existing services or features such as trees on site.

43. DAMAGE TO ESSENTIAL PUBLIC SERVICES

In the event of the Contractor damaging water, sewerage, electricity or telephone services, whether these have been marked or not, the Contractor shall immediately inform the authority concerned and advise the Engineer without delay and the cost of making good damage shall be at the cost of the Contractor.

44. COVER UP AND PROTECTION

The contractors shall cover up and protect the works from the weather and suspend all operations during inclement weather conditions, which in the Engineer's opinion, would be detrimental to the works.

45. CLEARING AWAY

The Contractor shall take down and clear away all plant and temporary work, including sheds, mess rooms, sanitary

conveniences, offices etc, unless otherwise instructed.

The Contractor shall remove all existing rubbish and debris and surplus materials from the site as they accumulate and at completion and clean all surfaces, internally and externally, remove stains and touch up paint work and polished work and leave the works clean and to the satisfaction of the Engineer at completion.

All debris and other wastes shall be carted away to a dumping site approved by the Commission for Environment and any other authorities concerned.

46. SITE MEETINGS/VISITS

Contractor shall attend site meetings which will be held fortnightly on request of Engineer/Client. The Contractor shall provide appropriate office table and chairs for 8 persons. The space used for meetings shall be clean and sound proof. A temporary office shall be provided at contractor's own cost for meetings.

Site meetings or site visits are contractual gatherings that shall be conducted in an orderly and disciplined manner. Phone calls, cross-talk, or any other disturbances and interruptions during meetings are not permitted. Each attendee shall wait for their turn to speak, and only key personnel or Directors are allowed to communicate during a site meeting or site visit.

Contractor shall submit the following documents at least 2 days before site meeting:

- Original Program of work
- Updated program of work if required
- Updated procurement schedule
- Updated progress reports with photographs
- List of queries and variations
- Status of application of payments, certificates and payments by Client
- Schedule and status of approval of inspections of works and approval of technical specifications and shop drawings for specific items as defined in bill of quantities and general specifications.

Frequency of meetings can vary during the course of the projects and shall be decided only by Client/Engineer.

47. INSPECTION OF WORKS BY THE ENGINEER

All works shall be inspected and approved by the Engineer. Prior to commencing each stage of the works, the Contractor shall provide written notice to the Engineer at least 48 hours in advance of their intention to execute any portion of the works such as concreting, fixation of metal or wood structures, rendering, fixation of openings, etc. The Engineer will inspect the works and provide a written statement indicating whether the work is approved or not. The Contractor must submit all approval sheets along with the payment applications for the works claimed.

Approval by the Engineer after inspection of works will in no way relieve the Contractor of his responsibility for carrying out and completing the works in accordance to drawings, standards and specifications.

Any failure or non-compliance with drawings, standards and specifications in any portion of work will be the sole responsibility of the Contractor. Such liability will include for reinstatement or remedial works at Contractor's own cost.

Site inspections are contractual visits conducted by the Project Engineer solely to check the quality and compliance of the work in conjunction with the key personnel of the Contractor. During the inspection, the area of the site to be inspected must cease all ongoing work, and the site shall be clean, safe, and free of all workers. Phone calls, cross-talk, or any other disturbances and interruptions during inspections are not permitted. The Contractor shall provide the Project Engineer with an instruction book to serve as a written record of necessary site instructions and approvals at the end of each inspection.

48. CERTIFICATION OF PAYMENTS

All quantities in the Bill of Quantities are provisional. Contractor shall submit the following supporting documents when applying for interim and final payments:

- Drawings or sketches of all measured quantities
- Agreed and signed joint measurements by the Engineer for any part of the work where required or as requested by the Engineer
- Calculations of quantities as claimed for every and each quantified items of the Bill of Quantities
- Instructions or approvals sheets by Engineer/Client for execution of the works at each and every stage of the Construction. Refer to Clause 13.
- Instructions or approvals sheets by Engineer/Client for additional works

In absence of the above-mentioned documents, the Engineer will certify as per his own assessment and shall not certify payment of specific items unknown to him.

49. ESSENTIAL EQUIPMENT/MACHINERY ON SITE

Contractor shall compulsorily provide the following machinery/equipment on site depending on nature of work.

- Backhoe Excavator (1Nr),
- Compactor Bomag BT68D (1 Nr),
- Concrete mixer 1cum (1Nr),
- Tipper trucks (1Nr),
- Plate compactors (1 Nr),
- Handheld rollers (1Nr),
- Heavy duty water pump (2Nrs),
- Motor/road grader (1Nr) (especially for levelling of football playground or other platforms)
- Scaffoldings of required height for the works

50. RESPONSIBILITY FOR AND CODE OF CONDUCT

The Contractor shall ensure that all personnel employed on the site conduct themselves in a proper and orderly manner, adhering to the standards of behaviour expected in a professional work environment. Any employee or representative of the Contractor found to be behaving in a manner that is abusive, disruptive, or contrary to the health

and safety regulations shall be subject to disciplinary action. The Employer or Project Engineer reserves the right to require the immediate removal from the site of any person whose behaviour is deemed inappropriate, unsafe, or detrimental to the work environment. The Contractor shall promptly replace any such individual at no additional cost to the Employer, ensuring that the work is not delayed as a result. Continued misbehaviours by personnel of any parties may result in penalties or termination of the contract.

SECTION B - EXCAVATION AND EARTHWORK

1. INSPECTION OF SITE

The contractor is deemed to have visited the site and to have ascertained the nature of the soil, type of rock, bedrock and the like to be excavated and shall be responsible for making his own judgment as to the nature of the ground and subsoil and carrying out the trial pit or other site investigation.

The contractor must however use his own judgment as to whether conditions revealed by trial pits are consistent over the whole site.

2. ORIGINAL GROUND LEVELS

The levels shown on the various drawings relate to Ordinance Datum unless otherwise stated. The Contractor shall be responsible for setting up and maintaining a site datum level accurately ascertained from this work.

Should the Contractor not be satisfied with the accuracy of the levels indicated on the drawings, he must give written notice thereof to the Engineer before any work is commenced, otherwise no claim in respect of inaccuracy of levels will be entertained.

3. STARTING LEVELS

The term "Formation level" shall be deemed to be the surface of the ground after reduced level excavation stripped level or after filling to make up levels.

In preparing the Bills of Quantities it has been assumed that unless otherwise described, the Contractor will carry out the stripping and or reduced level excavation before proceeding with any other items of excavation; the contractor may execute the work in any other he wishes, but no consequent adjustment will be made to the measured quantities and any re-measurement will be carried out on the same basis as the original measurement.

Any excavation through deposited earth from previous excavation will be entirely at the Contractor's own cost.

The term "Original Ground Level" shall mean the existing ground level, as per the contour of the surveyed plan provided by the Engineer/Employer.

4. LIABILITY FOR EXCAVATIONS

Notwithstanding any authorisations, approvals or directions given by the Engineer with regard to excavations or any matter connected therewith, the Contractor shall be responsible for taking the necessary safety precautions and for any damage arising from the operations.

Excavations shall be carefully planned and executed to ensure that boundary walls, adjacent property and trees are adequately supported at all times and their safety shall be the Contractor's responsibility. No tree roots shall be left uncovered during excavation.

5. TOP SOIL

Top soil retained on site for reuse shall be kept in separated spoil heaps and protected from contamination by subsoil, cement, broken concrete, aggregates and the like or by petrol and other substance likely to impair the growing qualities. Topsoil shall not remain unused for more than 12 months unless the topsoil is overturn to prevent it becoming stale. Weed growth on topsoil heaps shall be controlled by chemical means to prevent soil becoming polluted by weed seeds. All top soil all to be spread as directed by the Engineer.

6. DEALING WITH WATER

The Contractor's attention is drawn to the depths below ground level of the foundations and the consequent possibility of having to deal with water. Unless otherwise specified, the contractor will be required by pumping or other means to keep the excavations dry during construction. Care must be taken especially if ground dewatering equipment is used, that covering of the ground water table in the vicinity of the excavations or extraction of fine particles of soil from surrounding ground causes no damage to adjoining property.

7. PLANKING AND STRUTTING

Where necessary sides of excavations are to be secured by planking and strutting to Engineer's approval at no extra cost.

8. EXCAVATION DIMENSIONS

The excavations are to be executed to the widths and depths of the concrete or other foundations required shown on the drawings or to be greater depths if instructed by the Engineer to obtain satisfactory foundations.

If the contractor excavates to any widths or depths greater than those shown on the drawings, or as instructed by the Engineer he shall be at his own cost fill in such widths or depths beyond that instructed or shown with concrete Grade 15 to the satisfaction of the Engineer.

9. ROCK

"Rock" means any hard material, bed rock, rock strata which in the opinion of the Engineer can be removed only by use of compressors, wedges, special plants or explosives and the Engineer's opinion shall be final. Decomposed rock, tuff or other material which can be removed by pick, traxcavator or other mechanical plant will not be classified as rock may, if approved by the Engineer, be used as hardcore filling but broken to gauge as approved by the Engineer.

10. TRIMMING EXCAVATION IN SOIL

The lower 100mm of soft material in the bottom of excavation shall not be removed until immediately before placing concrete.

11. TRIMMING EXCAVATION IN ROCK

The faces and bottom of excavations in rock shall be cleaned of all loose material to the satisfaction of the Engineer by brushing or washing with water jets before placing concrete. Any extra concrete required to make up level and or instructed by the Engineer as a result of this unevenness of the faces and bottoms of such excavation shall be deemed to be included in the rates for the items of excavations and or concrete related thereto.

12. COLLAPSE

Should any ground fall in due to the omission or insufficiency of earthwork support or due to any cause whatsoever, it must be dug out and removed or disposed as directed and the excess excavation should be filled up with concrete grade 15 to Engineer's approval, all at the cost of the Contractor.

13. NOTICE FOR INSPECTIONS

The contractor shall request the Engineer for inspection of any type of work 24hrs before execution at each stage of work. The contractor shall ensure that approval is obtained from the engineer for all works carried out on site and at each and every stage of construction. The site instructions signed by the Engineer for approved works shall be used as substantiation to application of payment.

In case the Contractor has executed without approval, no payment will be certified and paid for the said work if the engineer found the work to be defective and doubt about the invisible aspects of the works and Contractor will have to break and redo or remedy at his own cost. If the Contractor fails to comply to Engineer's instruction, no payment will be certified and paid for this specific work.

The Contractor shall provide duplicate books as site instructions on site.

14. MATERIALS FOUND IN EXCAVATIONS

No material found in the excavations is to be used in the works without the written permission of the Engineer.

15. FILLING

Filling under floors or paving shall consist of approved local field stone graded to max 150mm size placed in layers not exceeding 225mm thick each layer shall be watered and well rolled and compacted by a ten-ton roller or as approved by Engineer.

Hardcore filling is measured net and to compacted thickness. No allowance has been made for decrease in bulk after compaction.

Top layer of the hardcore shall be levelled or graded to falls as required with crusher run and blinded with 15mm layer of washed rocksand, well-watered and rolled to receive concrete as described.

Hand packing of hardcore to form vertical or battered faces, shoring and compacting of bottom of excavation, formation level shall be deemed to be included in the rate of filling, unless otherwise specified.

Backfilling around foundations shall be with selected excavated material free from deleterious material laid in layers not exceeding 200mm thick, well compacted and consolidated.

16. AREAS OF CAVES IN FOUNDATIONS

In the event of caves found in the foundation, the Engineer shall instruct the Contractor to carry out site investigation by rotary core drilling at selected places in the excavations to locate the areas of the caves and filling the same with concrete grade 15 by a specialist subcontractor to the Engineer's satisfaction.

17. DIMENSIONS AND LEVELS

The contractor is to submit to the Quantity Surveyor with all necessary levels, formation levels, levels or top of blinding layer, as approved by the Engineer.

18. EARTHWORKS SUPPORT

Earthwork support, as an item has been provided in the Bills of Quantities for the Contractor to price earthwork support which shall be deemed to include the provision of everything necessary for adequately maintaining the sides of all excavations and for keeping excavations clear of all fallen materials, rubbish or debris and boards or coverings as required. This item shall be not subject to adjustment for whatsoever.

19. RATES FOR EXCAVATIONS

The rates for all excavations including the excavation for drains and service ducts shall include:

- Excavating in any type of soil, including rock, bedrock, rock strata and including excavating below ground water levels or below water level by hand or machines.

SECTION C - CONCRETE WORK

1. ENGINEER'S SPECIFICATION

The whole of the concrete work shall be specified in the Engineer's specification included in the Tender Documents. The Engineer's specification shall override the standard specification in so far as they relate to structural matters. The Contractor is to allow in his rates for all items therein. In the event of the Contractor leaving any item unpriced, he will be deemed to have considered that his rates are adequate to enable him to perform the services and obligations as described in the Engineer's specification without extra claim and cost.

2. TESTING AND CODE OF PRACTICE

All workmanship, material, tests and performance in connection with the reinforced concrete work shall be in strict compliance with the latest edition of British Standard Code Practice CP 110. "The Structural use of Reinforced concrete in Buildings" where not inconsistent with the preambles.

3. CEMENT

Cement for use in the works shall unless otherwise specified be Ordinary Portland Cement to BS 12. It shall be fresh and free from humps or partly set particles. Cement which in the opinion of the Engineer is sub-standard shall be rejected and removed from site.

Cement shall be stored in watertight shed the floor of which shall be raised clear of the ground. Consignments shall be used in the order in which they are delivered.

4. WATER

Water used for mixing concrete shall be from an approved source, clean fresh, free from acid, oil, pollution from industrial or farmyard waste or other organic or inorganic matter in solution or suspension in such amounts as to impair the strength or durability of the concrete. The Engineer may request test on water quality.

5. AGGREGATES

Aggregates shall conform to the requirements of BS 882 and samples of all aggregates shall be submitted to the Engineer for the approval before work commences.

6. CONCRETE PROPORTIONS AND MIXING

Unless otherwise directed or specified, concrete aggregates shall be measured by volume in accurately made and approved gauge boxes to the proportions specified and/or shown on the drawings.

Cement shall be measured by weight. One or more complete bags of 50 kg shall be used for a single batch of concrete. The cement and aggregates shall be mixed for at least two minutes after the water has been added. Only sufficient water

to produce dense concrete of adequate workability shall be added.

One or more of the following grades of concrete as specified on the structural drawings shall be used:

- Grade 35 - 1:1:2
- Grade 30 - 1:1:8:2:8
- Grade 25 - 1:2:4:3:8
- Grade 20 - 1:2:7:4:2
- Grade 15 - 1:4:6

Unless otherwise specified coarse aggregates for the above mixes shall be graded from 10 mm to 20 mm. However, 10 mm to 35 mm graded aggregates may be used in mix grade 15 & 10 subject to the approval of the Engineer. Slump of the concrete shall not exceed 60mm.

7. CONCRETE PLACING AND CURING

Concrete shall be placed in its final position in the moulds or forms within 20 minutes of mixing and shall not be subsequently disturbed. Concreting shall be carried on continuously up to predetermined construction joints as directed by the Engineer. It shall be placed in layers and worked around the reinforcement to fill all corners of the formwork.

All reinforced concrete shall be compacted by an approved type of vibrator but shall not be over vibrated to bring cement and fine aggregate to the surface.

As soon as possible after the initial set has taken place all exposed concrete shall be covered as directed by Engineer and kept constantly wet for at least seven days.

8. CONCRETE TESTS AND STRENGTHS

Unless otherwise instructed the Contractor shall provide at his own cost for the making and testing of concrete test cubes in accordance with BS 1881, in standard steel moulds. The cubes shall be forwarded to an approved testing authority at 7 or 28 days. The contractor shall keep a record of all cubes made with details of cube markings and test results. A copy of this record shall be submitted to the Engineer when each test result is received.
The concrete strengths as determined by the test tubes shall give the following minimum strengths for each grade specified.

Grade	Nominated Mix	Minimum 7-day strength N/mm2	Minimum 28 Day strength N/mm2
35	01:01:02	24	35
30	1:1:8:2:8	22	30
25	1:2:4:3:8	17	25
20	1:2:7:4:2	14	20
15	01:04:06	10	15

The strengths above are the minimum acceptable crushing strengths at 7 and 28 days. The average crushing shall be at

least 10% above minimum strength.

9. CONSTRUCTION, EXPANSION AND CONTRACTION JOINTS

Construction joints in concrete shall be made only at positions predetermined and agreed with the Engineer. A record of all construction joints shall be maintained by the Contractor and a record copy to the Engineer. Floor slab and beams shall be cast together in one operation.

10. DEFECTS IN CONCRETE

Any honeycombing cavities or other defects in concrete shall on account be patched or repaired but shall be brought to the attention of the Engineer who will give instruction for the action to be taken. All remedial works shall be at the Contractor's cost.

11. FORMWORK

All formwork and shuttering shall be of sound timber or other applicable material and of adequate sizes, strength and construction to with the loading from the placing and consolidated of concrete without distortion, springing or other movement. All joints shall be sufficiently tight to prevent leakage of cement grout and to avoid the formation of fins or other blemishes.
The following minimum intervals of time shall be allowed between placing concrete and removal of shuttering:

Activity	Days
Beam sides walls and columns	2
Slabs with props left in place	7
Removal of props to slabs	14
Beam soffits with props left in	10
Removal of props to slabs	14
Cantilever beam with props left in	14
Removal of props to cantilever beams and slab	21

The contractor shall be responsible for any injury to the work any consequent damage by or arising from premature removal of shuttering or any other supports.

12. CONCRETE COVER TO REINFORCEMENT

Unless otherwise directed or shown on the drawings, concrete cover to reinforcement bars in any face shall be: The greater of the diameter of the bar or the following dimensions:

- Foundations against earth 75mm

- Foundations against blinding 50mm
- Columns and ground beams (links) 30mm
- Beams (links) and walls 20mm
- Slab 15mm

The specified concrete cover shall be maintained by the use of 50 x 50 concrete spacer blocks made with 1:11/2" cement and sand mortar, which are cast length of 18 SWG annealed wire for tying to the reinforcement bars. Such spacer blocks shall be so spaced as to ensure a constant cover to the reinforcement bars but in no case shall the spacing exceed 1.00m in any direction.

For hollow pot slabs spacer blocks shall be of the correct size to give the specified width of rib.

13. STEEL REINFORCEMENT

The steel reinforcement shall comply with the latest requirements of the following British Standards:

- Round Mild, Medium Tensile and High Tensile Steel Bars ..... to MS 10
- Hot rolled deformed bars for the reinforcement of concrete..... to MS 10
- Cold twisted steel bars..... to MS 10
- Fabric reinforcement..... to BS 4483/ BS 4482

It shall be in metric sizes as detailed on the drawings. It shall be in length not exceeding 12 meters. No claim on account of non-availability of reinforcement in specified lengths will be entertained; price of reinforcement in schedule of rate shall include for cutting, bending and all wastes.

All reinforcement shall be clean free of dust, rust, oil, etc. All steel bars must be cut and bent cold in accordance with BS 1478 and to the dimensions shown on the drawings.

Steel reinforcement shall be accurately placed in position as shown on the drawings and shall secured against displacement during concreting by using 16 SWG annealed binding wire or suitable clips at all inter-sections.

The contractor shall give a minimum of 48 hours' notice to the Engineer of his intention to concrete any portion of the works to enable an inspection of the reinforcement and shuttering to be made. The carrying out of any such inspection will in no way relieve the Contractor of his responsibility for fixing the reinforcement in specified cover. Any failure in the concrete work where the reinforcement is found to be not in accordance with the drawings or the provisions indicated therein and to ensure the specified cover.

Any failure in the concrete work where the reinforcement is found to be not in accordance with the drawings or not in the correct position will be the sole responsibility of the Contractor. Such liability will include for any consequential delays in completion of the works or any claims arising whatsoever and for the repair of the structure as directed by the Engineer.

14. TOLERANCES

The surfaces of the concrete shall be finished to a wood float finish to the levels, falls and crossfalls, as directed or shown on the drawings and shall be subject to the following tolerances:

- The level shall be within + or - 5 mm of the levels directed.
- The falls shall be within 10% of the falls directed.
- 3. The smoothness shall be such that departments from a 2.0 m straight edge laid in any direction shall not exceed 2 mm.

Minor irregularities shall be made good by the use of steel float but in no circumstances shall mortar be used to remedy the surface.

15. FILLER BLOCKS (For hollow for slabs)

Precast concrete hollow filter blocks shall be to the shapes and sizes as shown on the drawings and shall comply with BS 2028 and of strength or gross area of 3.5 N/MM^2.

16. WATERPROOF CONCRETE

Where "waterproof concrete" is required, unless otherwise specified, Sika Waterproofing Compound or other approved to be added to the mixing water strictly in accordance with the Manufacturer's instructions and unless otherwise directed.

17. MEASUREMENT AND PRICING FOR CONCRETE

All costs incurred by the Contractor for complying with the provisions concerning the preparation and use of graded mixes shall be allowed herein.

All rates for concrete shall include for mixing and depositing at the various levels required throughout the building and shall also include for forming or hacking a satisfactory key for all faces receiving asphalt and plaster work.

Rates for concrete work shall include for all labor and material for forming all construction and day joints and kickers. Prices for concrete are to include for all necessary curing.

Concrete in small projections, hoods, nibs, fins and the like unless otherwise described is included in the relevant concrete item to which they are attached.

Concrete poured against faces of excavation and beds laid on earth and or stone are measured to net volumes. The Contractor shall allow in his prices for any formwork or extra concrete he may consider necessary for such times.

SECTION D - BLOCKWORK

1. CONCRETE BLOCKS

Concrete blocks shall comply with BS 6073: Part 1:1981 for strength, drying, shrinkage, moisture content curing and mix. Concrete blocks shall be generally Grade A type (3.5 N/mm2) unless otherwise specified.

Concrete blocks shall be obtained from an approved manufacture and the size of the blocks shall be 457 x 203 x 200 or 150- or 100-mm. blocks of dissimilar dimensions will be rejected, half-length blocks shall be used where required to break bond.

2. MORTAR MIXES

Cement mortar to be used shall be composed of cement and sand (1:3) with an approved plasticizer as per manufacturer's specifications unless otherwise specified. All mortar must be used within sixty minutes of mixing. No partially or wholly set mortar will be allowed to be used or to be re-mixed.

3. SETTING AND JOINTING

All blocks shall be lightly wetted immediately before being bedded and jointed to minimise absorption of water from the mortar. Top of walling where left off shall be well-wetted before recommencement of block lying.

No extra claim of labor and or material whatsoever shall be entertained by the Employer due to non-availability of specified sizes of the concrete blocks. The Contractor shall build to the specified height floor to floor by cutting the concrete block and or placing extra concrete height of the beams at his own cost. The adjustments of mortar joint shall not be permitted.

4. LAYING OF BLOCKS

All walls throughout the work shall be carried up evenly in courses, no part being allowed to be carried up more than 900mm higher at one time than the other part and in such cases the joining shall be made in long steps so as to prevent cracks arising and walls shall be levelled around at each floor.

5. REINFORCEMENT IN BLOCKWALL

Provide for reinforcing blockwork vertically in hollow core of block and horizontally in mortar joints as specified and where indicated on the drawings.

Provide wall ties at tee and right-angle junctions at every three courses as shown on Engineer's drawings or as specified. Provide doors and window jamb with 1 Y10 mm reinforcement in 1 hole of blockwork and filled with concrete grade 25, all as shown on engineer's drawings or as specified.

6. BEDDING AND POINTING

Bedding and pointing of timber door and window frames shall be in cement mortar. Where frames are in metal, they shall be fixed with metal lugs and void to metal frame shall be filled with cement mortar well compacted.

7. FIXING BLOCKS AND LEAVING HOLES

Provide and built into walls all necessary fixing blocks and leave cut away as necessary holes and chases for pipes conduits and the like and make good after fixing by other trades and specialists.

8. BUILD IN LUGS AND THE LIKE

Form of leave mortises in all walls for and build in lugs and all necessary fixing for metal windows and doors, door frames and lining, sanitary fittings, rainwater pipes, clips and bearer of various types.

SECTION E -GEOMEMBRANE

The manufacturer shall have at least five (5) cumulative years of experience in the manufacturing of polyethylene geomembrane. The installation shall be carried out by a specialized trained person.

The contractor shall provide copy of quality control certificates (thickness, density, tensile properties, seam properties as shown in table below) for the geomembranes prior to ordering for approval by the Engineer. A sample of the geomembrane shall also be submitted for approval prior to ordering.

The geomembrane shall be Linear Low-Density Polyethylene and shall be supplied in rolls. The surface of the smooth geomembrane shall not have striations, roughness, pinholes or bubbles.

The geomembrane shall be stored so as to be protected from puncture, dirt, grease, moisture and excessive heat. All surfaces on

which the lining is to be laid must be prepared so that no damage to the lining is possible.

Prior to their installation, the subgrade shall be compacted to minimum of 90% BS Heavy in accordance with the specifications. Weak and compressible areas which cannot be satisfactorily compacted should be removed and replaced with properly compacted fill.

The anchor trench shall be excavated to the line, grade and width shown on the drawings prior to the liner system placement.

The rolls shall be deployed using a spreader bar assembling attached to a loaded bucket or any other methods as approved by Engineer.

Approved seaming processes are fusion and extrusion welding. On side slopes, seams shall be oriented in the general direction of maximum slope. In corners and odd-shaped geometric locations the number of field seams shall be minimized.

Geomembrane panels must have a finished minimum overlap of 4 inches for fusion welding and 6 inches for extrusion welding. Non-destructive field test seams shall be conducted on the liner to verify that seaming conditions are satisfactory.

Properties of 2.0mm thick HDPE geomembrane liner shall have the following properties:

Properties	Unit	Test Method	Test Value	Test Frequency
Thickness (minimum average of individual 10 values)	mm	D5199	2	per roll
Density	g/cm^3	D1505/D792	≥ 0.94	90,000 Kg
Tensile properties (minimum				
Strength at Yield	N/mm	D6693 Type IV	29	9,000 Kg
Elongation at Yield	%		12	
Strength at Break	N/mm		53	
Elongation at Break	%		700	
Tear resistance (minimum average)	N	D1004	249	20,000 Kg
Puncture resistance (minimum average)	N	D4833	640	20,000 Kg
Stress crack Resistance	hr	D5397	≥ 500	Per GRI GM-10
Carbon black Content	%	D4218	2.0 -	9,000 Kg
Carbon black Dispersion	Category	D5596	01-Feb	20,000 Kg
Oxidative Induction Time	min	D3895	≥100	90,000 Kg

SECTION F -STRUCTURAL STEEL WORKS

1. INTRODUCTION

Unless or otherwise specified in the Bill of quantities or drawings, this section includes all other specifications required for all structural steelwork or any associated steelwork.

2. REFERENCES + STANDARDS

Except otherwise specified, all materials shall conform with the requirements of the relevant and latest British Standards and all workmanship for structural steelwork shall be in accordance with British Standard BS 5950: 1985 and to all British Standards that it may refer to.

The British Code of Practice for wind loading CP 3: Chapter V is also relevant.

Other equivalent national or European (e.g., French or German) standard specifications may be used at the sole discretion of the Engineer and with his approval. In such cases, copies of relevant materials of these standards should be submitted. Any marked difference between the proposed standards and British Standards should be highlighted.

3. QUALITY OF MATERIALS AND WORKMANSHIP

The following latest version of British standards and Codes of Practice shall be used as reference for quality of all material and workmanship used in the execution of the works.

- BS 5493 – Code of practice for protective coating of iron and steel structure against corrosion
- BS 729 - Hot dip galvanised coating on iron and steel articles
- BS 2569 (PART 1) - Sprayed metal coating. Protection of iron and steel by aluminum and zinc against atmospheric corrosion
- BS 4360 - Weldable Structural Steels
- BS 5950 - Structural use of steelwork in building
- BS 4848 and BS 4 (part 1) - Hot rolled structural steel sections as 4848 (part 2) Hollow sections
- BS 4848 (part 4) - Equal and unequal angles
- BS 5135 – Arc welding of Carbon and carbon manganese steel
- BS 639 - Covered carbon and carbon manganese steel electrodes for the manual metal and welding
- BS EN 288 (part 3) - Welding procedure tests for the Arc welding of steel
- BS 2600 (part 1) - Radiographic examination of fusion welded butt joints in steel
- BS 4190 – ISO metric black hexagon bolts, screw and nuts
- BS 3692 - ISO metric precision hexagon bolts, screw and nuts
- BS 4320 – Metal washers for general engineering metric series
- BS 5531 - Code of practice for safety in erecting structural frames

The contractor is required to submit a certificate of compliance from his supplier stating that the material to be supplied to him for the particular contract shall meet the requirements of the relevant specifications mentioned above, similarly, certificate for the manufacture/fabrication/galvanizing, etc.... should be submitted; at least 7 days before ordering.

Contractor is required to obtain test certificates for chemical analysis and mechanical tests, including Charpy V notch impact test from steel maker for each batch of the steel supplied to his fabricator and to submit the same to the Engineer for his written approval.

The Engineer may at any time require any materials to be tested in accordance with the requirements of the Standards listed above. The cost of all tests shall be borne by the Contractor. The Contractor shall, when required, promptly supply to the laboratory for testing at his own expense test pieces as required by the Engineer. The costs of tests on materials shall be borne by the Contractor. If in the opinion of Engineer, faulty materials and / or workmanship has been used in the Works, the Contractor may be directed to dismantle and cut out the parts concerned and remove them for examination and testing. The cost of dismantling, cutting out and making good to the approval of the Engineer shall be borne by the Contractor, in addition to the costs due to delays, etc.... all in accordance with the Conditions of Contract. All associated delay shall be attributable to the Contractor.

The test certificates of chemical analysis will give all necessary information including percentage of alloying elements to assist the fabricator of the Contractor to decide on precautions to be taken during welding.

Materials, fabrication and erection in hot rolled sections of structural steel work shall comply with BS 5950: Part 2: 1985.

4. GENERAL WORK METHODOLOGY

No erection shall commence before accurate Site Dimensions have been taken by the Contractor, and no claim will be considered should final dimensions differ from those on the drawings. Any modifications to the structural steel required in order to comply with Site dimensions shall be made in an approved workshop to the Engineer's approval before erection is commenced.

No member or part of a member which has been bent or distorted shall be erected in that condition. All straightening shall be done in the workshop.

Columns shall be wedged to line and level on steel wedges and checked by the Engineer. After acceptance, column bases shall be grouted to approval before wedges are removed. Unless shown on the drawing, all columns shall be left truly vertical and correct to line and level. Beams, girders, trusses, etc.... shall be erected level unless otherwise shown and correctly positioned.

Trusses and open web joints shall be carefully handled at all times and when being erected shall be lifted at such points and in such a manner as will preclude any possibility of damage from erection stresses.

Immediately after erection, each girder/truss shall be made secure by purlins, bracing or guys to approval. Bracing shall be placed in position as soon as main structural frames and trusses are fixed.

In making connections, drifting of unfair holes will not be permitted and holes not matching properly shall either be reamed or drilled out and a larger bolt inserted or otherwise as directed by the Engineer.

Members having holes formed or enlarge by oxy cutting will be condemned.

5. FIXING TO CONCRETE

Contractor is to check and ensure that provision for tolerances shown on the drawings for connection to concrete are adequate for erection. Contractor may propose to use at his cost appropriate diameter tubes in expanded metal covered

with nylon mesh or removable appropriate diameter tubes for casting of the holding down bolts before grouting with cement sand mortar as per Clause 2.6 of Section 2 of British Standard BS 5950: Part 2. The tolerance gap up to 25 mm between the base plate and the concrete top will be in approved epoxy mortar instead of Portland cement grout so that the space is completely filled, all according to British Standards or an equivalent international standard. Gap greater than 25 mm thick will be filled with approved epoxy motor as per the British Standard. Holding down bolts should not be grouted until steelwork has been corrected for all defective work, lined, plumbed and levelled. All holding down bolts will have an additional lock nut.

6. MANUFACTURE/FABRICATION

All members, plates, brackets, etc.... shall be neatly and accurately sheared, sawn or profiled to the required shape as shown on the drawings. It will be free from burrs and distortion. Cutting of sheet material up to 15 mm thickness shall be by guillotine shear and/or by heavy-duty shears.

Thicker plates shall be cut by cold saw or abrasive wheel. Manual oxyacetylene flame cutting will not be permitted. Laser cutting for the hollow sections will be preferred. Ends of sections (CHS) are required to be prepared by saddling machine, Muller of similar before welding.

If members or plates are bent or set, the bends or sets shall be correctly made to the radii or angles specified without leaving marks. The material may be heated to permit this. Material that has been heated shall be annealed to approval.

Holes for black and high precision bolts shall be drilled or punched 2 mm larger in diameter than the bolt issued. Holes for high tensile friction grip bolts shall be drilled or sub-punched and reamed to 3mm larger in diameter than the specified bolts sizes.

All drilled holes shall be parallel sided and shall be drilled with the axis of the holes perpendicular to the surface. Badly drilled holes shall either be reamed out if approved and/or larger bolts fitted or otherwise as directed by the Engineer. All rough arises shall be ground off. Holes for bolts in material thicker than 8 mm must be drilled. When holes are drilled in one operation through two or more thickness of material, the parts shall be separated after drilling and all burrs removed before assembly. Holes for bolts shall not be formed by a gas cutting process.

Holes of not less than 12 mm dia. must be drilled at places to be agreed with the firm galvanizing the finished product to allow for access to molten zinc, venting of hot gasses and subsequent draining of zinc.

7. GIRDERS TRUSSES AND PORTAL FRAMES

Girders, trusses and portal frames shall be carefully set out to the dimensions shown on the drawings. Where it is required that the girders, trusses and portal frames be cambered, such camber shall be provided by bending the bottom chord to the arc of a circle.

Notwithstanding any dimensioned spacing of purlin cleats, the Contractor shall ensure that purlin cleat spacing is satisfactory for the available stock lengths of roof sheeting. However, the Engineer's

approval must first be obtained before any alteration is made in purlin spacing or sheeting sizes.

8. BOXED MEMBERS

Abutting edges of boxed members shall be connected and sealed with a continuous weld to exclude the entrance of moisture. Where specified such welds shall be ground flush if it is directed by the Engineer and finished to the approval of the Engineer.

Such assembly of unit in the shop as is specified or necessary before transporting to the site will be inspected by the Engineer before and after galvanizing. The work will be laid out in the shop or yard so that all parts are accessible for inspection and testing of the work.

Fabricated steelwork must be stored clear of the ground and be kept clean, handled and stored to avoid damage to steelwork and its protective coating.

9. WELDING

All welding shall be carried out in strict accordance with the specified British Standard with electrodes also to specified British Standard. Unless where shown otherwise all welds shall be of size not less than 8 mm. welding on site is not permitted unless where shown specified as site welding on the drawings.

Fusion faces shall be free from irregularities such as tears, fins, etc.... which would interfere with the deposition of weld metal. Fusion faces shall be smooth and uniform and shall be free from loose scale, slag, rust, grease, paint and/or other deleterious material.

All welds shall be acceptable types, shall be of the finished sizes specified and shall be carried out in such sequence that minimum distortion of the parts welded results. No welds less than four times the nominal fillet size shall be deemed capable of carrying load. Preparation of edges for welding shall be carried out by planning or machine flame cutting.

Parts to be welded shall be maintained in their correct relative positions during welding by jigs. Multiple run welds shall be carried out with each run closely following the previous run but allowing sufficient time for the proper removal of slag.

The Contractor shall ensure that each run is inspected and any unsatisfactory weld cut out and remade to approval. Welds in material 25 mm or greater in thickness shall be made by the Argon arc or similar approved process, and special precautions shall be taken to prevent weld cracking.

Unless otherwise shown, the minimum size of filler/butt weld shall be 8mm. on completion; welds shall present a smooth and regular finish. Weld metal shall be solid throughout with complete fusion between weld metal and parent metal and between successive runs throughout the joint.

Defects shall be cut out and made good to approval in sound weld metal. For butt welds to ensure full throat thickness at ends run on and run off plates are used. Butt welds in CHS or RHS shall be with backing plates of the thickness shown or of the thickness of the thicker member. Materials of the plates should be same as that of materials welded.

No additional welds or tack welds other than shown on the drawings will be permitted without the written approval of the Engineer. Contractor is required to submit and to arrange for testing at the workshop all at his cost, the evidence of competence of welders in accordance with the specified British Standard for the type of works of the project.

Contractor will be deemed to have allowed in his rate for fabrication costs for welding for radiographic tests in accordance with the specified British Standard. Weld defect criteria C generally in accordance with Tables 18 and 19 of BS 5135 will be

applicable.

10. BOLTING

All bolts used shall be of such length that at least two full thread is exposed beyond the nut after the nut has been tightened on washer/washers between bold head/nut and the structural member. Where a nut or bolthead would bear on an inclined surface a beveled washer of the correct shape shall be fixed between the two surfaces. Beveled washers shall not be allowed to get out of position during fabrication and erection and for this purpose may be spot-welded to the steel surface. Such spot weld will be treated as welding on site. Washers for oversize/shaped holes shall be of thickness shown or that of the connecting plates. No bolts used shall be less than 12 mm diameter.

Bolts, nuts and washers used shall be spun galvanized to have minimum coating of 85 microns and they shall be tapped lightly oiled after galvanizing. Seal bolt holes by an approved method (this will be deemed to have been included in the rate for fixing) to prevent access of moisture in hollow sections. Contractor will submit the method for Engineer's approval.

All members of the structure to be site assembled shall be match marked in accordance with the shop details and marking plans submitted for approval.

After manufacturing the lengths of the columns, girders, trusses, bracings etc.... between the bolted connection shown on the drawings are required to be hot dipped galvanized to BS 729 with minimum coating thickness of 85 microns.

The steel is cleaned of foreign material, scale and roughen surface. It may be necessary to use an approved blast cleaning to Engineer's approval before acid pickling by immersing in a bath of suitably inhibited acids which dissolve or remove mill scale and rust to achieve galvanizing to BS 729.

Double bath dipping can be used when the length or width as shown on the drawing exceeds the size of the bath.

Inside of hollow sections shall be dry and clear of all debris before sealing holes left for ventilation, etc... as per section 4.6 of the British Standard. Contractor is deemed to have included the cost of such works in the tendered price.

Where the protective surface is damaged by handling tack welding for temporary members, cutting, drilling, welding, etc, it shall be cleaned with an approved blasting before treating the surface with zinc metal spray coating to BS 2569, Part 1. Such coating will be of 170 microns thickness.

All Engineering /structural steel section, wire rope not shown as structural members on structural drawings, etc, shall have protected hot dipped galvanized coating and finished as structural members. Steel windows forming part adjacent to the roof light or wall structure shall be hot dipped galvanized as structural members including its fixings.

Painting to structural members shown on drawings is not required unless specified after galvanizing. But cleaning of them without damaging protective treatment should be carried out at no costs.

11. ERECTION

Steel shall be stored and handled and erected in such a manner that no member is subject to excessive stresses which could have an adverse effect on the properties of the steel. If in the opinion of the Engineer, the steelwork has been subject to such treatment, the Contractor shall remove this steel from the site and replace it at his own expense.

Contractor shall give a fortnight's notice to the Engineer before start of works. All erection shall be carried out by competent and experienced men and the Contractor shall take every care to safeguard the public, workmen and adjoining property. Contractor shall comply with the requirements of Occupational Safety, Health and Welfare Act of Mauritius 1989. Recommendations of BS 5531 Code of Practice for Safety in Erecting Structural Frames shall apply.

All gear used shall be of adequate strength and shall comply with all up-to-date regulations. Approval of the Factory Inspectorate will be obtained in writing where it is required to comply with Government Regulations. Remove from site any defective equipment and label it out of order in bold visible letter for such time until it is removed from site.

During erection the work shall at times be adequately bolted, guyed and /or braced to make the structure secure.

The Contractor shall be held responsible for all damage caused to the structure, workmen or buildings during erection.

12. SUPPORTS AND FOUNDATION

Subcontractor for fabrication/erection will check the discrepancies with Main Contractor who will immediately inform the Engineer with his proposal for rectification for Engineer's approval.

Where foundation bolts are not shown they will be not less than 16 mm diameter and all bolts will be of grade 8.8 as of specified British Standard.

Packing shall not be larger than 25 mm under the base plate.

Space up to 25 mm and under below base plate shall be grouted by epoxy mortar instead of neat cement.

Contractor is deemed to have included in his rate encasing by concrete as specified in Clause 6.3.3 of BS 5950: Part 2 of steel work in foundations up to ground floor into his rate for fixing bolts of structure.

13. SUPPORTS AND FOUNDATION

For tolerances allowed for in Clause 3.24 (1) in specification for concrete bases, reinforced concrete columns and reinforced concrete beams supporting the steel structure.

Deviation for camber at mid span to be not more that L/1000 or 6 mm whichever is greater.

Flatness for contact bearing shall be such that when measured with 1 m straight edge the gap does not exceed 0.75 mm.

Fitting and components whose location is critical, i.e., main columns, girders and trusses for supporting the forces due to loads, deviation from the intended position shall not exceed 3 mm and isolated bolt holes or group of holes the deviation shall not exceed 2 mm. Punched hole deviation due to distortion shall not be more than 1 mm.

The Engineer at his own discretion can increase the tolerances by 25% to 50% to line up with other approved international standards upon request to by reputed and experienced firm of steel fabrication/erection Contractor.

14. ROOFING, CLADDING, FLASHINGS AND GUTTERS

The Contractor shall supply all materials viz, purlins, roof and side claddings, gutters, flashings etc… and install them the lines and levels as shown in the drawings and described in the specification. The roof and wall cladding are designed to

resist cyclonic winds and to remain watertight during cyclones. However, responsibility of the water tightness of the roof and wall cladding will remain that of the Contractor. The test of roof and wall cladding will be carried out with water pressure at an appropriate pressure with 32 mm diameter hose pipes and minimum 3 no. pumps for minimum three hours for each 15.0 m bay.

The roof and wall cladding and its fixation are to perform satisfactorily for the following periods:

- Ten years without any maintenance for structural members and ten years for roof sheeting
- Fifty years with appropriate regular maintenance
- The Contractor has to provide the guarantee for the above requirements.

15. ROOFING, CLADDING, FLASHINGS AND GUTTERS

The purlins shall be rolled sections formed from high tensile (450 Mpa min yield strength) zinc coated steel strip. The steel strip should conform to Australian Standard 1397.

16. ROOF AND WALL SHEETS

The sheeting shall be of steel of high yield strength 300 N/mm minimum yield strength). It shall be Trimmed IBR profile as shown on drawing. It shall comply with Australian Standard AS 1562, design and installation of metal roofing. The base thickness should be 0.48 mm steel (minimum) for high tensile grade 550 steel, and 0.6 mm thick for steel grade 300.

They shall be treated with zinc / aluminum for 150 gm/mm2 to AS 1397. The exterior surface shall be of selected colour and color bond ultra steel with substrate to AS 1397 oven baked polyester finish to AS 2728. The total thickness to be min
0.54 mm coating to have a guaranteed life without maintenance for ten years after completion of the project. Fixing of sheeting to be as shown and stated on the drawing. Similar approved material may be used.

All the fittings, fixings weather strips, plastic supports, etc. all as shown on the drawings or so normally required for roof sheeting shall be cyclonic resistant.

They shall be in one length except at change of angle where it will be bent to shape/angle before over baked polyester finish to AS 2728 is applied and will be lapped 300 mm on either side of the change of angle such that it is bolted to both the purlins provided at the change of angle.

Painting to structural steel shall be as specified for galvanized steel where so required by the Engineer.

Contractor shall submit shop drawings with full details of roof sheeting purlins fixing, etc... for written approval by this office before ordering and/or commencing.

17. FASTENERS

All fasteners for fixing of wall and roof cladding shall be in screws complying with Australian standards AS 3566 class 4. Self-tapping screws may be used for fixing the sheeting to purlins and rails. J. bolt, where they are used shall be bent round 180º. Side laps of the sheeting to purlins @ 300 c/c are fixed with self-drilled steel fasteners. All fasteners should be suitable for cyclonic areas and should have a design life of 50 years with no maintenance. The sheeting fasteners will have a cyclonic

assembly, complete with non-conductive EPDM washers and plastic support at ridge fixation and be maintenance free all to Engineers approval.

18. SEALERS

All joints shall have waterproof strip/sealant. The sealants shall be approved by the Engineer ad should be appropriate for the type and manufacture of sheeting.

19. TRANSLUCENT SHEETS

Translucent sheets shall be made of polyester resin reinforced with glass fibre incorporating UV light stabilizers and shall meet the Engineering specifications and shall be strong to resist cyclonic wind speed and water tightness. Contractor will submit strength and design calculations for Engineer and Engineer's approval. The translucent sheet shall match with the approved roof sheeting profile. Fixing shall be carried out strictly as recommended by the Manufacturers. The translucent sheets shall be laid according to Engineer and Engineer's instructions.

20. FLASHING

They shall be as specified for sheeting and/or of shape as shown on Engineer's drawing. Flashings shall be manufactured from the same base material as specified herein above for roofing and cladding and shall cover the claddings by a minimum of 300 mm. attachments and joints shall be made with fasteners and sealants as indicated herein above.

21. LAYING OF CLADDINGS

The method of laying shall be as per the recommendation of the Manufacturer and as approved by the Engineer.

22. CARE OF WORKS

All roofing and claddings and other material shall be properly packed and secured at the Manufacturer's premises before shipment.

Packs of sheet shall be kept dry in transit and on site to prevent water and/or condensation being trapped between adjacent surfaces. Packs of sheets standing on site shall be stored clear of ground. Sheets shall be handled using clear dry gloves. The roof and gutters shall be swept clean of all debris at the end of each day's work and particularly on completion of fixing. The job shall be left in a clean and watertight condition.

23. PAINTING

All paints are to be supplied to meet the requirements of the appropriate British or other specified Standard by a supplier approved in writing by the Engineer. Paints are to be delivered to the site or the Structural Contractor's works in the original containers as supplied by the manufacturer with seals unbroken and are to be used in strict accordance with the manufacturer's instructions. Manufacturer's representatives are to be free to visit the site and inspect materials and workmanship, and if necessary, take samples of materials for laboratory analysis.

Paints are not to be thinned unless instructed by the Engineer. No external painting is to be carried out during rain or when rain is likely to occur before the pain has had time to dry. All surfaces are to be dry and free from moisture at the time of painting.

All structural steel shall be thoroughly scrapped and wire brushed to remove mill scale and rust. Dirt and grease or oil shall be washed off with white spirit and the steel allowed to dry.

A first coat of Red Lead type C Primer shall be applied in the works immediately after the steel preparation has been completed, in accordance with the requirements specified in MS 13. A minimum of 24 hours shall elapse before the steel is moved from its position whilst painting.

After delivery to site, steel shall be carefully examined and all areas where the priming coat has been damaged and/or where rust has developed shall be washed with white spirit and wire brushed as necessary and a further priming coat as for the first coat applied to completely cover the damaged areas.

A minimum of 48 hours after any patching work has been completed. The whole of the steel shall be cleaned off with white spirit and 2nd coat of Red Lead type C Primer of a different approved colour or shade from the first coat shall be applied and the painted steelwork left undisturbed for a further 48 hours.

During erection, surface of steel which are to be in contact shall be painted with one further coat of primer as previously described and the surfaces brought together whilst the pain is still wet.

After erection a third and finishing high class alkyd enamel (white) or other approved shade of colour to BS 4800 "Schedule of Paint Colours for Building Purposes' meeting the requirements of SABS 630 'Decorative high gloss enamel paint for interior and exterior use 'or a coat of Micaceous Iron Oxide is applied if noted on the drawing.

Bolts, nuts and washers etc.... shall after erection is completed to approval, be carefully degreased with white spirit and painted as for steelwork.

Steel purlins and sheeting rails shall generally be painted as for steelwork except for purlins and rails supporting.

Aluminum sheeting, when the following specification shall be used:

- 1st coat – Red Oxide Zinc Chronate Primer
- 2nd coat – Red Oxide Zinc Chronate Primer
- 3rd coat – Red Oxide Zinc Chronate Primer

The interior of mild steel gutters shall be prepared as previously described and painted with two coats of Epilac coal tar epoxy paint.

Painting to galvanized Surface Treatment:

- Surfaces shall be thoroughly cleaned with wire brush to remove scales dirt and grease or oil and shall be washed with white spirit/thinner.
- Apply one coat of etching primer (with min 15% phosphoric acid) to enable sufficient adhesion of the subsequent paint.
- Apply one coat of calcium plumbate primer in accordance with 'SABS 912'.

- Apply two coats of white high gloss enamel in accordance with SABS 630 'Decorative High Gloss Enamel Paint for Interior and exterior Use' of an approved shade of colour to Bs 4800 –allow 24 hours intervals between each coat.

SECTION G – MASONRY WORKS

1. GENERAL

Unless or otherwise specified in the Bill of quantities or drawings, this section includes all other specifications required for all masonry work or any associated work of the like.

2. CEMENT & SAND

Cement and for this trade shall be as specified for "Concrete".

3. STONES

All stone for walls shall be approved local fieldstone of blue or yellow basalt stone carefully selected for size, strength, colour and texture. Stones shall be sound and hard throughout, free from any defects. Wall to be built to the thickness on the drawings and the stone shall be well bounded and all voids filled in the solid with mortar as described. Excessive gaps between adjacent stones shall be filled with smaller stones to match with all stonework.

Stones shall be mixed evenly throughout the work to avoid any inconsistencies in pattern or variation in colour or texture. All stonewall faces, angles, features, returns reveals shall be dressed to true lines, and levels, accurately plum and true in vertical plane.

4. WATER

Water shall be clean, fresh and pure water from the mains and shall be kept free from any impurities. Water shall be

tested in accordance with BS 3148 if so, instructed by the Engineer.

5. STORAGE OF MATERIALS

All materials shall be stored in accordance with the recommendations in CP 121 and the manufacturer's written recommendations.

6. MIXING PLATFORMS

All mortar shall be mixed on a level, non-absorbent and close jointed timber or steel platform. Platforms are to be kept clean and old mortar removed before any new batch of mortar is prepared for mixing. All materials shall be measured in approved and tested gauge boxes.

7. MORTAR

Cement mortar shall, unless otherwise specified, be composed of cement and sand (1:3). The specified mix proportions are measured by volume using dry sand in proper gauge boxes and bulking shall be allowed for if the sand is damp.

Mortar shall be made and used in accordance with CP 121. The cement and sand are to be mixed dry on a platform until the mix is uniform in colour and then water added gradually through a fine rose and the mixture turned over until the

ingredients are thoroughly incorporated and brought to a proper consistency. Only sufficient water shall be used to obtain a workable mix.

Cement mortar is to be mixed in small quantities and must be used within one hour of mixing and no partially or wholly set mortar shall be reused or remixed.

Mortar joints shall be raked to a depth of 25mm from face of stonewall for an open joint finish as a dry-stone wall appearance of finish flush pointed with cement mortar with matching colour pigments as approved by the Engineer.

8. WORKMANSHIP

Walls are to be built to the thickness shown on the drawings and the stones shall be bonded solid for the full width and all voids filled in solid with cement mortar as described. Excessive gaps between adjacent stones shall be filled in neatly with smaller stones as the wall is built. All stones shall be "as found" and laid uncoursed. Mortar joints shall be raked to a depth of 25mm from the face of the wall to give a dry-stone wall appearance or flush pointed as described.

All vertical faces, returns and reveals of stone walls dressed to true lines and levels.
Stones shall be soaked before being laid and top of walling where left off shall be well wetted before recommencing of stone laying.
All wall faces, angles and features shall be accurately plumb and true to the lines and true in vertical plane.
Walls shall be set out carefully to ensure satisfactory functions and joints with adjoining or built-in elements and components. All perpends and angles are to be plumbed, and jambs and reveals properly formed.
Proper setting out rods shall be provided and all work shall be set out for course, opening, heights etc., to the widths, depths and heights indicated on the drawings and as directed by the Engineer.
For fully dressed stonewall or cladding, the joints shall be fine joints or hidden joints to all exposed surfaces unless otherwise specified.

9. BONDING

All walls shall be constructed with all materials fully bonded or tied together, and joints filled, to ensure compliance with design requirements for stability and strength.

Appropriate galvanised malleable ties shall be provided to backing wall as per Contractor's design required to Engineer's approval.

10. STAGING

All walls shall be properly protected while mortar is setting and all walls throughout the work shall be carried up evenly, no part being allowed to be carried out up more than 1.0 meter higher at one time than any other part of the wall being built.

All putlog holes shall not be less than one course deep and shall be carefully filled with a stone cut to fit the size of the hole with beds and joints filled in solid with mortar and well tamped in after scaffolding is removed.

11. SAMPLE STONEWORK PANELS

Allow for constructing two sample stonework panels approximately 2 m^2 each 450mm thick and when approved sample panels shall form the standard to be maintained throughout the contract.

12. CUTTING

All rough cutting, raking cutting, curved cutting or cutting to special profiles shall be executed true to the lines and neatly in accordance with the drawings or as directed.

13. COPINGS

Copings to top of stone walls shall be dressed on all exposed faces.

14. PROTECTION

The stone wall shall be properly protected from mortar droppings, etc., and kept clean and neat as the work proceeds and the whole of the stonework shall be wire-brushed and cleaned down to the satisfaction of the Engineer on completion. Should the Contractor be unable to clean the wall from mortar drop pings etc., to the satisfaction of the Engineer, he will be required to re-execute the work to the extent which the Engineer may deem necessary at no extra cost.

15. RATES AND MEASUREMENTS

The Contractor shall allow in his rates for walling for all plumbing angles, rough cutting whether straight, raking or splay and waste, split courses necessary for bond, bonding at angles, intersections and junctions of walling of different thickness, forming solid tops under beams and soffits of slabs, forming any split course and cutting and fitting around ends of cells and lintels or other members, cutting and pinning ends of structural timbers, steel sections, forming all door, window or other openings including forming reveals to same and for all cutting and waste to walling to short lengths to mullions or jambs of openings; for hoisting and building off beams and slabs at any level, all necessary scaffolding and for work built overhand and building in of items as described. Rates for stonewalling shall include for all dressing to external angles, features, reveals returns and for galvanised wall ties, if any.

SECTION H – TIMBER/WOOD WORKS

1. GENERAL

All structural timber shall comply with the recommendations given in British Standard 5268-2:2002 Structural use of timber – Part 2: Code of practice for permissible stress design, materials and workmanship. Structural assemblies, workmanship, treatments, testing, inspection and maintenance shall be in conformity to BS 5268-2:2002.

2. TIMBER GRADE

Timber that shall be used for the structural elements shall be Hardwoods with strength class varying from D40 to D70. In addition,

structural timber should conform to the following list of standards, where applicable:

- BS EN 1912:2004: Structural timber Strength classes- Assignment of visual grades and species
- BS 4978:1996 Specification of Softwood Grades for Structural Use
- BS 5756:2007 Visual grading of hardwood. Specification
- BS 449, BS 1202, BS 1203, BS 1204, BS 1210, BS 1579, BS 4978, BS 5669, BS 5756, BS EN 301, BS EN 336, BS EN 338, BS EN 518, BS EN

3. MARK

All structural timber members shall be graded clearly and permanently bearing the following the following information:

a) Grade/Strength class
b) Specification of species
c) Number of relevant British Standard
d) Company and grader/machine used
e) Company logo
f) Timber connection

4. SERVICE CLASS

The service class of the timber shall depend on the moisture content and relative humidity of the site and shall be defined as one of the followings:

a) Service class 1 is characterized by a moisture content in the materials corresponding to a temperature of 20 o C and the relative humidity of the surrounding air only exceeding 65 % for a few weeks per year. In such moisture conditions most timber will attain an average moisture content not exceeding 12 %.
b) Service class 2 is characterized by a moisture content in the materials corresponding to a temperature of 20 _C and the relative humidity of the surrounding air only exceeding 85 % for a few weeks per year. In such moisture conditions most timber will attain an average moisture content not exceeding 20 %.
c) Service class 3, due to climatic conditions, is characterized by higher moisture contents than service class 2.

5. DURABILITY

The Durability of the structural timber shall comply with the recommendations give in BS 5268-5.

6. TREATMENTS

Preservative treatment should be in accordance with BS 5268-5. Fasteners used in wet timber or in timber which will be exposed to the wet exposure condition should be non-corrodible or be treated by an anti-corrosive process.

7. TESTING

The Engineer shall request for testing as per section 8 of 5268-2:2002 when required.

8. STORAGE

Precautions should be taken during storage, prior to delivery, and on site to minimize changes in moisture content due to the weather. Rain, damp and direct sunlight are all potentially harmful to timber and wood-based components.

Materials and components should be stored on dry bases, and stacks should be evenly supported on bearers with spacer sticks at regular intervals.

9. CONNECTION

All connections shall comply with the section 6.6 of 5268-2:2002. Welding works and all steel plates shall comply section 6: Steelwork of these specifications.

10. SHOP DRAWINGS AND WORKSHOP PREPARATION

Shop drawings for timber works shall be submitted by the contractor for the approval by the Engineer. Preparation of shop drawings shall be deemed to be included in the execution of the works.

The Contractor shall allow the Engineer to visit the workshop where assembly pieces are being prepared.

SECTION I – FINISHINGS

1. GENERALLY

The whole of the plasterwork shall be executed to the entire satisfaction of the Engineer and in accordance with the following applicable BS and CP documents:

- BS 5262 for external rendered finished
- BS 5385 for wall tiling and the backings thereto
- CP 202 for tile flooring and slab flooring and beds thereto
- CP 203 for sheet and tile flooring and beds thereto
- CP 204 for inside floor finishes and beds thereto

All materials and accessories used in connection with finishings shall comply with the above requirements of the above applicable documents.
Any work rejected by the Engineer shall be re-executed by the Contractor at his own expense.

2. CEMENT

Cement shall be ordinary Portland cement as described.

3. SAND

Sand used shall be washed rock sand of fine grains screened through a 1.6 mm mesh sieve and shall have three washings.

4. WATER

Water used shall be as described.

5. STORAGE OF MATERIALS

All materials shall be stored in accordance with the recommendations in CP 121 and the manufacturer's written recommendations.

6. MIXING PLATFORM

All render or screed shall be mixed on a level, non-absorbent and close jointed timber or steel platform. Platforms are to be kept clean and old mortar removed before any new batch of mortar is prepared for mixing. All materials shall be measured in approved and tested gauge boxes.

7. RENDER OR SCREED

Render or screed shall, unless otherwise specified, be composed of cement and sand (1:3). The specified mix proportions are measured by volume using dry sand in proper gauge boxes and bulking shall be allowed for if the sand is damp.

8. CEMENT AND SAND RENDERING

External rendering shall be finished to a true even surface with a wood float and to a sponge textured finish. Rendering shall be returned into reveals, soffits of openings, margins and sunk bands and the like and all angles shall be true and straight with salient angles rounded.

All rendered surfaces shall be free from blemish. All cracks, blisters and other defects shall be cut out and made good and the whole left perfect at completion.

All rendered surfaces shall be kept damp and moist for at least two days after the final coat has been applied.

9. EXPANSION JOINTS IN RENDERING

At the intersection of block walls with concrete walls, columns and beams and at straight joints between temporary and permanent block walls, form expansion joints in the render (all types) as follows: -

i. Coincident with the junctions of the walls with the concrete and coincident with the above-mentioned straight joints form a cut through the full thickness of the rendering coat with a steel trowel.
ii. Form a similar cut through the setting coat or finishing coat of render finished with a neat edge to give a thin straight cut in the plaster.
iii. Where concrete beam or column sides and block walls are to be finished with a flush coating of plaster, the two are not to be plastered in the first coat simultaneously but shall be covered separately so that the exact position of the junction between the two bases are properly located and the expansion/contraction joint is made in the correct position.
iv. Where no joint is allowed between concrete and blockwork expanded metal lathing shall be fixed above junctions prior to rendering.

10. RENDERING ON CEILINGS

Cement and sand (1:3) rendering to concrete ceilings shall be as described.

Tyrolean rendering concrete ceilings and beams shall be as described, finished to a fine grain Tyrolean render.

11. SCREED TO FLOORS AND ROOFS

Screed to floors, treads of steps, thresholds and similar horizontal surfaces, unless otherwise specified, shall not be less than 25 mm thick composed of 3 parts of sand and 1 part of cement, all by volume, and mixed as described and shall be trowelled to a true, level and smooth surface to final finish or suitable to receive the final finish of tiles or similar finishings.

Screed to stair risers, sides of Krebs and other associated vertical surfaces, unless otherwise specified, shall not be less than 15mm.

Exposed salient angles shall be neatly rounded to approximately 20mm radius, unless otherwise specified. Screed to roofs and gutters shall be laid to the thickness and falls, crossfalls as shown on the drawings.

All screeds shall be kept and as moist damp until hardening and curing is completed as directed by the Engineer. Any screeding to receive tiles or similar finishings shall be laid in good time to allow it to be perfectly dry when the finishings are laid.

12. ROCKSAND SCREED

Rock sand screed shall comprise 1 part of cement to 3 parts of washed rock sand of an approved grain, all by volume, and mixed as described and shall be trowelled up to a true, level and smooth surface to final finish or as preparation for further finish whilst unset.

13. COMPOSITE SCREED AND TILING FINISH

Tiles shall be laid on cement and sand bed to pattern as described hereafter, then rock sand screed shall be laid as described before in between the tile patterns to a true, level and flush surface.

14. BRUSHED ROCKSAND SCREED

Rock sand screed shall be laid as described and whilst the surface is unset it shall be finished by lightly wire brushing surface to expose fine aggregate with smooth plain borders or tile patterns as directed.

15. TYROLEAN RENDERING

Tyrolean rendering shall be in two coats work consisting of a 12mm backing coat of render as described of one-part cement to four parts of sand trowelled up to an even and true surface followed by a Tyrolean finishing coat of cement and sand of a suitable mix applied with a special spraying machine to fine grain and built up in three coats to a total thickness of 8mm all as directed and to the approval of the Engineer.

Floated Tyrolean rendering where specified shall consist of Tyrolean rendering as described above but finished neatly to an even and true surface with a steel float.
All grooves, flush bands around openings, joints or returns to reveals, soffits of openings, margins, and sunk bands and the like shall be formed as directed by the Engineer.

16. BUSH-HAMMERED FINISH

Rock sand screed shall be laid as described and finished with a light bush-hammered finish as directed with plain margins, bands, grooves and the like.

17. TILING

Screed floors to receive ceramic tiles shall be laid as described and whilst unset ceramic floor tiles shall be laid, with a thin contact layer of cement mortar slurry composed of one-part cement to 1-2 parts of sand, grain size 0-1 mm, by volume and mixed as described to provide a true, level and neat surface. Tiles shall be laid to patterns and profiles with continuous joints and shall have all joints rubbed in solid with neat cement as described.

Ceramic wall tiles shall be fixed to a plaster backing with an approved adhesive or fixed direct to walls in (1:3) cement mortar with horizontal and vertical joints continuous and shall have all joints rubbed in solid with neat white Portland cement.
All ceramic tiles shall be well soaked in water for at least 24 hours before fixing and thoroughly cleaned off and protected after fixing.

Tiling shall be returned into reveals of openings and on to window sills and shall be butted at internal angles and provided with special edge tiles to external angles, unless otherwise specified. All necessary cutting to tiles shall be properly performed with mechanical means. Where rounded angles are not available, corner edges are to be metered for the full length of the tile. The whole of the ceramic floor and wall tiling shall be cleaned using cleaning materials and methods as recommended by the manufacturer of the materials being cleaned and the applicable CP. In the absence of such recommendations only suitable cleaning materials and methods in accordance with the cleaning material manufacturer's recommendations shall be used.

18. POLISHING OF CONCRETE

i. The first step is to prepare the concrete surface by grinding. The concrete surface to be polished is prepared by removing the existing coatings over it. This can be performed by using a diamond abrasive of 16 to 20 grit. This must be the tool that is specifically used to remove coatings.

ii. If cracks or joints are present on the concrete surface, it must be sealed by means of fillers (semi-grid) or epoxies.

iii. Once sealed, the surface is ground with the diamond abrasives. The grit used can range from 30 to 40. A metal bonded diamond is used. This is followed by a metal bonded diamond grinding of 80 grit. Then with a 150-grit metal bonded diamond.

iv. After the series of grinding, the surface is densified by applying a chemical hardener.

v. Polishing is performed by means of a resin bond diamond with grit varying from 100 to 200. A combination of both can also be used.

vi. Next polishing is performed by a 400-grit followed by an 800-grit resin bond diamond.

vii. The final finishing is performed by a 1500 or a 3000-grit resin-bond diamond.

viii. In order to maintain the surface, a coat of stain guard over the concrete surface is recommended.

19. BETON CIRÉ OR WAXED CONCRETE FINISH PROCEDURE

Floor preparation substrate:

- non-level floors (e.g., tiles, fermacell)
  - prime with HoC Primer or supplied primer of smoothing compound
  - milling tiles with diamond and plaster bond levelling (cement bonded in wet areas).
  - Prime with HoC primer.
  - Process epoxy scratch coat and fill it with sand with 0.15-0.3mm fire-dried sand.
- Flat floors (e.g., cement deck, concrete floor, anhydrite)
  - Prime with HoC primer
  - Process epoxy scratch coat and fill it with sand with 0.15-0.3mm fire-dried sand.

Substrate shall be dry. Maximum 4% moisture ratio for Cement-bonded floors and maximum 0.5% moisture rate for plain-

bonded floors.

Floors process Instant Béton Cire

The substrate must be clean and dust-free before processing. The surface must also be smooth and tight.

- Apply 1st layer of Instant Béton Cire with trowel or spatula. Apply in a thin layer in a layer thickness of approx. 1 - 3 mm.
- After the 1 e layer is hand dry, the 2nd layer can be applied. Apply this layer with a trowel or spatula. Apply in a thin layer in a layer thickness of approx. 1 - 3 mm.
- After 24 hours, the 2nd layer can be sanded with 80 or 120 grit. Use an eccentric rotary sander for this.
- After sanding, make walls dust-free with a dry cloth and apply the HoC Finish Coat mat. Apply preferably with a microfiber roller. In wet areas, it is best to provide 2 layers of HoC Finish Coat for protection.
- After 5 days of curing, your surface is ready for use.

DC ENGINEERING
EXPERTS LTD

Annex 4

- *Conditions of Contract*

Procurement Policy Office

(Established under section 4 of the Public Procurement Act 2006)

Ref: **W/GCC10/04-24**

GENERAL CONDITIONS OF CONTRACT

(WORKS)

Procurement Policy Office
Ministry of Finance and Economic Development
Port Louis
April 2024

AMENDMENTS TO DOCUMENT DATED 08 April 2024
Section VI: **General Conditions of Contract**

Sub-clause 52.1 (iii) **(Amended)**
Sub-clause 57.3 **(Amended)**

AMENDMENTS TO DOCUMENT DATED 16 DECEMBER 2021
Section VI: **General Conditions of Contract**

Sub-clause 55.2 & 59.3 **(Added)**
Sub-clause 57.4 **(Amended)**

AMENDMENTS TO DOCUMENT DATED 15 OCTOBER 2020
Section VI: **General Conditions of Contract**

Sub-clause 18.3 **(Amended)**

AMENDMENTS TO DOCUMENT DATED 17 April 2020
Section VI: **General Conditions of Contract**

Sub-clause 7.1 **(Amended)**

AMENDMENTS TO DOCUMENT DATED 08 April 2020
Section VI: **General Conditions of Contract**

Sub-clause 3.2 **(Added)**

Sub-clause 18.1 **(Amended)**

Sub-clause 18.2 & 18.3 **(Added)**

Sub-clause 39.2 & 39.6 **(Amended)**

Sub-clause 40.1 **(Amended)**

Sub-clause 40.5 **(Added)**

Sub-clause 49.1 **(Amended)**

Sub-clause 53.2 **(Added)**

AMENDMENTS TO DOCUMENT DATED 21 MAY 2018
Section VI: **General Conditions of Contract**

Sub-clause 39.1 & 39.2 **(Amended)**

Sub-clause 40.1 **(Amended)**

AMENDMENTS TO DOCUMENT DATED 20 MARCH 2018
Section VI: **General Conditions of Contract**

Sub-clause 46.1 **(Amended)**

AMENDMENTS TO DOCUMENT DATED 06 MAY 2014

Section VI: **General Conditions of Contract**

Sub-clause 49.2 (c) **(Amended)**

AMENDMENTS TO DOCUMENT DATED 17 OCTOBER 2013

Section VI: **General Conditions of Contract**

Clause 58 **(Amended)**

(Public Body)

General Conditions of Contract

Table of Clauses

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) Dayworks 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) The 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 Quantities,[1] and

(i) any other document **listed in the PCC** as forming part of the Contract.

3. Contract Agreement

3.1 The language of the Contract and the law governing the Contract is **stated in the PCC**.

3.2 The parties shall enter into a Contract Agreement within 28 days after the contractor receives the Letter of Acceptance unless they agree otherwise.

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 and the contractor shall be liable for the non-performance or improper performance of the obligations of the subcontractor.

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

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[1] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

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

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.

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.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the 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 Completed the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the **Be** Start Date and shall carry out the Works in accordance with the **by** 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 Project Manager

17.1 The Contractor shall submit Specifications and Drawings **the** 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. Health and Safety

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

18.2 The Contractor shall comply with the relevant legislations regarding health and safety on site, including the Occupational Safety and Health (Safety of Scaffold) Regulations 2013.

18.3 The contractor shall send to the Project Manager details of any accident as soon as practicable after its occurrence and shall maintain records and submit reports concerning health, safety and welfare of persons and damage to property, as the Project Manager may reasonably require.

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 complies 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 admeasurement 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 admeasurement 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 admeasurement 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, with supporting documents 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 within 21 days after receiving the statement and supporting documents.

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 admeasurement 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. An interim certificate shall not be deemed to indicate the Project Manager's acceptance, approval, consent or satisfaction of the work.

39.7 Unless otherwise specified in the ~~S~~PCC 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 21 days of the date of each certificate but not later than 42 days after the Project Manager has received a statement with supporting documents from the Contractor. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment irrespective of the date on which any interim payment is issued. 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. The

contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

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.

40.5 The contractor (if VAT Registered) shall be paid VAT upon submission of a VAT invoice.

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:

$$\mathbf{P_c = A_c + B_c\ Imc/Ioc}$$

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 coefficients[2] **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

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[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]*

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/Insurance 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.** This amount may be included as a deduction in the contract price and payment certificate. 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 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/Insurance Guarantee in a form and by a bank/insurance company 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 within 28 days of the receipt of the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a local bank or local insurance company 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 21 days from the date of issue of the Defects Liability Certificate. The employer shall return the performance security within 21 days after receipt of a copy of the Defects Liability Certificate.

49.2 (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/insurance 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/insurance company located in the Republic of Mauritius.

(c) For contracts up to 100M, the public body shall either retain money from progressive payments to constitute the preference security or request a security in the form of a bank/insurance guarantee at the selected bidder's option.

(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.

49.3 Where a Preference Security is applicable:

(i) 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.

(ii) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.

(iii) 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.

(iv) 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.

(v) 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 Workers' Rights Act 2019.

(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 Chief

Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

52.3 Where the Chief Executive Officer of the Public Body 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

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.

53.2 The Certificate of Completion shall be issued within 14 days from date of completion of the works.

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.

55.2 If the contractor has not supplied the detailed account under Sub-Clause 55.1 the Project Manager shall request the contractor to do so. If the Contractor fails to submit the detailed account within a period of 28 days, the Project Manager shall issue the Final Payment Certificate for such an amount as he fairly determines to be due.

56. Operating and Maintenance Manuals

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.**

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.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(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 57.2 above, the Project Manager shall

decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, a public body may terminate the contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest.

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

59.3 If the Contract is terminated the Contractor shall not be entitled to recover anticipated profits on the completion of the contract.

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.