

Contract Price and - Clause 14 Payment (cont.)

Add New **Sub-Clause 14.5(c)**

The value of the materials to the extent of 80% of the cost of materials, as advance shall be incorporated in the monthly Interim payment certificate issued by the Employer's representative, which will not be subject to retention money, as per Sub-Clause 14.3 of the Conditions of Contract.

Delayed Payment Sub-Clause 14.8

Delete 1st and 2nd paragraph of Sub-Clause (14.8) and insert new paragraph as follows:

If the Contractor does not receive payments in accordance with Sub-Clause 14.7 (Time of Payment), the Contractor shall be entitled to receive financing charges at the annual prevailing rates of interest.

Payment of Retention Money Sub-Clause 14.9

Amend **Sub-Clause 14.9** as follows:

Delete "latest of the expiry dates of the Defects Notification periods" in line 1 of the second para and replace by Issue of the Performance Certificate under **Sub-Clause 11.9**.

At the end of **Sub-Clause 14.9**, add the following paragraph:

'Notwithstanding the above,

- (i) The Employer shall not be bound to certify the payment of the first half or first proportion of the Retention Money unless he receives the conforming documents from the Contractor. Such confirming documents shall include insurance policies and performance security valid to the end of the Defects Notification Period, test certificates, indemnities and warranties, guarantees, as-built drawings, operating and maintenance manuals and any other documents as called for in the Contract which are to be submitted by the Contractor following completion of the Works.

The Contractor must also complete all minor outstanding work and snag attached with the Taking Over Certificate within 28 days to the satisfaction of the Employer's Representative.

- (ii) The Contractor shall make an application for release of any money due.'

APPENDIX TO PARTICULAR CONDITIONS AND CONDITIONS OF CONTRACT

This Appendix form part of the Agreement.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]

Item	Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Agricultural Marketing Board Dr. Georges Leclezio Avenue, Moka Mauritius
Contractor's name and address	1.1.2.3 & 1.3 (b)	Name: Address :
Employer's Representative and address	1.1.2.4 & 1.3	Servansingh Jadav & Partners Consulting Engineers Ltd 7 Remy Ollier Street, Beau Bassin, Mauritius
Employer's Representative Assistant – (as Sub-Consultants appointed by the Employer's Representative)	1.1.2.6	<ul style="list-style-type: none"> Chuttur And Partners Ltd as Quantity Surveyor
Time for Completion of the works	1.1.3.3	<p>98 Calendar days from the date of Commencement of Work. NB. -The Employer or Employer's Representative may require about 28 days from the date of Contractor's submission for their approval. Contractor shall not be entitled to extra cost for any delay to the time required to obtain approvals from Employer or Employer's Representative. The Contractor shall however obtain a maximum extension of time of 14 days without cost should their design is delayed beyond their control.</p> <p>182 Calendar days after completion of Phase 1</p> <p>3 Years after Issue of Taking Over Certificates</p>
Defects Notification Period	1.1.3.7	365 days