



**REPUBLIC OF MAURITIUS**

**AWARD OF PROCUREMENT CONTRACT**  
**Notice under section 40(7) of the Public Procurement Act**

This is to notify that, following the bidding exercise carried out by the Ministry of Education, Tertiary Education, Science and Technology for the procurement of Construction of New Pre-Primary Unit, Classroom Block and Toilet Facilities at Sookdeo Bissoondoyal Government School at Lallmatie (**reference no: MOETEST/WORKS/ONB 110/2022-2023 [IFB/2023/1141]**), the contract has been awarded to **Sonalall & Sons Building Contractor Ltd** of Lot No.2, Avenue Sayed Hossen, Carreau Lalliane Branch Road, Vacoas for the sum of of Rs. 44,705,265.00 (Rupees Forty-Four million, Seven hundred and Five Thousand, Two Hundred and Sixty-Five only), inclusive of a contingency sum of Rs 2,100,000.00.00 (Rupees Two Million, One Hundred Thousand only) and excluding VAT.

**Date: 06 February 2024**

**Ag.Senior Chief Executive**

**Ministry of Education, Tertiary Education, Science and Technology**



REPUBLIC OF MAURITIUS  
MINISTRY OF EDUCATION, TERTIARY EDUCATION,  
SCIENCE & TECHNOLOGY  
PROCUREMENT SECTION - CENTRAL SUPPLIES DIVISION  
P. Mungur Building, Pont Fer, Phoenix - ☎ 660 7310 Fax: 606 8469

In reply please quote

My Ref: DO/MN/ 18/2023-2024

MOETEST/WORKS/ONB 110/2022-2023

LETTER OF ACCEPTANCE

14 November 2023

The Director  
Sonalall & Sons Building Contractor Ltd  
Lot No.2, Avenue Sayed Hossen,  
Carreau Lalliane Branch Road  
Vacoas  
Tel: 424 0773 / 427 3450  
Fax: 427 0425

Dear Sir,

**Construction of New Pre-Primary Unit, Classroom Block and Toilet Facilities**  
**at Sookdeo Bissoondoyal Government School at Lallmatie**  
**Procurement Ref: MOETEST/Works/ONB 110/2022-2023 (IFB/2023/1141)**

Please refer to your offer dated 02 August 2023 in response of this Ministry's Invitation for Bids for the above-named project.

2. This is to inform you that the Ministry of Education, Tertiary Education, Science and Technology has accepted your offer for the above-mentioned project for the total amount of Rs. 44,705,265.00 (Rupees Forty-Four million, Seven hundred and Five Thousand, Two Hundred and Sixty-Five only), inclusive of a contingency sum of Rs 2,100,000.00.00 (Rupees Two Million, One Hundred Thousand only) and exclusive of VAT.

3. In accordance with GCC 13.1 of the bidding document, except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the cover shall apply separately to each insured as though a separate policy had been issued to each of the joint insured. The minimum insurance amounts shall be:

(a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...)

(b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. Evidence to be produced by Contractor.

Issued on 15/11/23  
Reg. Post at

(c) for loss or damage to adjoining property and/or property in which the works are being carried out (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of Rs 10,000,000 representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well.

(d) (i) for personal injury or death and damage to property of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works]. Evidence to be produced by Contractor.

(ii) for injury to persons and loss or damage to property for an amount of 10 (Ten) Million Rupees representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property [except the Works, Plant, Materials, Equipment and damage to property insured under GCC 13.1 (a), (b) & (c)] or to any person [except for Contractor's employees insured under GCC 13.1 (d)(i)] including the Employer and its representatives which may arise out of the Contractor's performance of the contract

This insurance shall be for a limit per occurrence of not less than the amount stated above (i.e Rs. 10 million), with no limit in number of occurrences. The ceiling for the Third Party Liability shall be for a minimum amount of Rs. 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount.

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

4. In accordance with GCC 2.3 (i) and 49.1 of Particular Conditions of Contract, the performance security amounting 10% of the contract price in the form of a Bank Guarantee shall be submitted within 28 days and the Insurance policies shall be submitted to this office within 21 days as from the date of this Letter of Acceptance for verification by the Quantity Surveyor, before the handing over of site.

5. The start date of the works shall be within **14 days** as from the handing over of the site for each phase. The completion date shall be **225 calendar days** from date of start of work for Phase I and **120 calendar days** from date of start of work for Phase II as per GCC 1.1 (v) of the bidding document.

6. This award of contract is also subject to submission of the relevant documents within the specified deadline.

7. Please acknowledge receipt of this letter by return fax: 606 8469.

Yours faithfully,



**J. Jaunbocus (Mrs)**  
**Permanent Secretary**  
**for Ag. Senior Chief Executive**

Copy to: (i) DPS (Procurement)  
(ii) DPS (Finance)  
(iii) DPS (IMU)  
(iv) APS (IMU)  
(v) Building Engineer  
(vi) Manager Financial Operations  
(vii) Director, Education Zone 2  
(viii) MPS Zone 2  
(ix) Headmaster Sookdeo Bissoondoyal GS  
(x) Ministry of Labour, Industrial Relations, Employment and Training  
(xi) Director General MRA

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## Contract Agreement

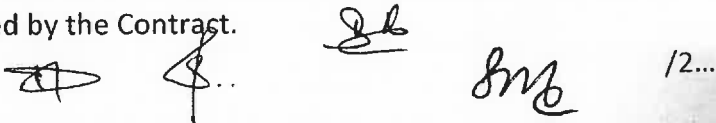
THIS AGREEMENT made on the .02 . . day of February . . . . . 2024 . . . . ., between Ministry of Education, Tertiary Education, Science and Technology (hereinafter "the Employer"), of the one part, and Sonalall & Sons Building Contractor Ltd, Lot No.2, Avenue Sayed Hossen, Carreau Lalliane Branch Road, Vacoas (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as **Construction of New Pre-Primary Unit, Classroom Block and Toilet Facilities at Sookdeo Bissoondoyal Government School at Lallmatie** for the total amount of **Rs. 44,705,265.00 (Rupees Forty-Four million, Seven hundred and Five Thousand, Two Hundred and Sixty-Five only)**, inclusive of a contingency sum of **Rs 2,100,000.00. (Rupees Two Million, One Hundred Thousand only)** and excluding VAT, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

**DO/MN/18/2023-2024 – MOETEST/Works/ONB110/2022-2023 [IFB/2023/1141]**

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Bid;
  - (c) the Particular Conditions of Contract;
  - (d) the Addendum No. 1 & 2;
  - (e) the General Conditions of Contract;
  - (f) the Specifications;
  - (g) the Drawings; and
  - (h) the completed Schedules.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works within a period of 345 days (225 days from date of start of work for Phase I and 120 days from date of start of work for Phase II) and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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5. Notwithstanding anything to the contrary in this agreement, Sonalall & Sons Building Contractor Ltd agrees to indemnify and hold harmless the Ministry of Education, Tertiary Education, Science and Technology from any claim brought by or on behalf of third parties against it, its préposés and/or agents, for any loss or damage caused to third parties or on their behalf by the acts and omission of Sonalall & Sons Building Contractor Ltd or its employees, préposés and/or agents during the execution of the works pursuant to the agreement.

6. Notwithstanding anything to the contrary in this agreement, the Ministry of Education, Tertiary Education, Science and Technology shall be entitled to claim from Sonalall & Sons Building Contractor Ltd such loss and damages caused to it by the acts or omissions of Sonalall & Sons Building Contractor Ltd, its employees, préposés and/or agents.

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

For and on behalf of the Ministry of Education, Tertiary Education, Science and Technology

Made in 2 Originals

Signed by: [Signature]  
for and on behalf of the Employer

Date: 02.02.2024

Signed by: [Signature]  
for and on behalf of the Contractor

ID No: S2108914201054  
Date: 02/02/2024

in the presence of: [Signature]  
Witness, Name, Signature, Address, Date

Name: S Mahabisingh

Address: MITD House Phoenix

Date: 2/2/24

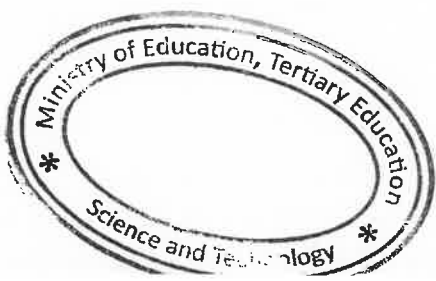
in the presence of: [Signature]  
Witness, Name, Signature, Address, Date

Name: P. Hungur

ID No.: M3009843009506

Address: Vacoas

Date: 02 Feb 2024



## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
 Invitation for Bid No.: EDUCATION/IFB/2023/1141  
 Invitation for Bid Name: Construction of New Pre-Primary Unit, Classroom Block and Toilet Facilities at Sookdeo Bissoondoyal  
 Government School at Lallmatie  
 Bid No.:127845  
 Company Name: SONALALL

LALLMATIE

c) The total price of our Bid exclusive of discounts, if any, offered in item (d) below is::  
 Bidder to fill the price and discount grid(s) that are applicable and to insert "N/A" where not applicable:

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

Base Bid
<b>44705265.0</b> (Forty Four Million Seven Hundred Five Thousand Two Hundred Sixty Five Mauritian Rupees Only)

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

Discount	Methodology
0	90 DAYS

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

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

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

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

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

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

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

l) Are you a government owned entity?:  
 No  
 : If Yes, Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that Not Applicable

## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Invitation for Bid No.: EDUCATION/IFB/2023/1141  
Invitation for Bid Name: Construction of New Pre-Primary Unit, Classroom Block and Toilet Facilities at Sookdeo Bissoondoyal  
Government School at Lallmatie  
Bid No.:127845  
Company Name: SONALALL

**they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.:**

**m) Margin of Preference:**

We apply for margin of preference

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

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

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

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

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

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

**Insert complete name of Bidder:** SONALALL AND SONS BUILDING CONTRACTOR LTD

Bid Securing Declaration By subscribing to the undertaking in respect of paragraph (f) of the Bid Submission form: I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are\* in breach of any obligation under the bid conditions, because I/we\*:(a)have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or(b)have refused to accept a correction of an error appearing on the face of the Bid; or (c)having been notified of the acceptance of our Bid by the public body during the period of bid validity:

(i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.I/We\* understand this Bid Securing Declaration shall cease to be valid:(a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me / us; or(b) if I am / we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiry of the validity of my/our\* Bid.In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:

## Particular Conditions of Contract

<b>A. General</b>	
<b>GCC 1.1 (r)</b>	The Employer is <b>Ministry of Education, Tertiary Education, Science and Technology</b> <b>MITD House,</b> <b>Pont Fer,</b> <b>Phoenix</b>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be  <b>Phase I: 225 calendar days from date of start of work for Phase I</b> <b>Phase II: 120 calendar days from date of start of work for Phase II</b>  <b>Phase II shall start after completion of Phase I and handing over to the Employer.</b>  <b>Allow the employer a maximum of <u>15</u> calendar days floating period after completion of Phase I and before the start of the Phase II, for the purpose of shifting from existing premises to the new buildings. The floating period shall <u>not be</u> accounted in the duration of construction works for the phases.</b>
<b>GCC 1.1 (y)</b>	The Project Manager (s) shall be the representative of the Ministry of National Infrastructure and Community Development as shall be designated by Public Body.
<b>GCC 1.1 (aa)</b>	The Site is located at Lallmatie and is defined in drawings No. ED612/SV/01
<b>GCC 1.1 (dd)</b>	The Start Date shall be <b>14 days after handing over of site for each phase</b>
<b>GCC 1.1 (hh)</b>	The project consists of the following:  (1) Demolition works of existing classroom blocks in concrete structure and under CIS roof and part of existing boundary wall and other structures.  (2) Construction of a new classroom block of Ground+2 with Pre-primary Unit at ground floor and classrooms at first floor and second floor and a toilet block of ground floor only, in reinforced concrete structure, block walling, roof waterproofing and rainwater installation, aluminium openings, finishes, sanitary appliances and complete with services such as electrical works, hot and cold water plumbing and waste water installations. The works also include the construction of pump room.  (3) External services installation works comprising rainwater installation works such as manholes, gully traps, covered drains, soakaways, waste water installation works such as grease traps, sewer manholes, inspection chamber, septic tank and absorption pit, water supply works, Electrical main supply and Electric Manholes.



	<p>(4) Site works such as boundary wall, fencing, concrete pavement, new tarmac, temporary hoarding, steps, ramp, grass planting and planting of trees and reinstatement sit around and new sit around.</p> <p>(5) Works include reinstatement of damaged structures and finishes incidental to construction works.</p> <p>Other works as more fully described in the drawings, specifications and other parts of the Bid document.</p> <p>The works shall be executed under Two Phases as described in the drawings and other parts of the Bid document.</p>
<b>GCC 2.2</b>	<p>Sectional Completions are: <i>Applicable</i></p> <p><b>Intended Completion dates are as per GCC 1.1(v)</b></p>
<b>GCC 2.3(i)</b>	<p>The following documents also form part of the Contract: <b>Performance Security, Insurance Policies and addenda (if any).</b></p> <p><b>The performance security and insurance policies shall be submitted within 28 days and 21 days respectively as from the date of receipt of Letter of Acceptance, for verification by the Quantity Surveyor before the handing over of site.</b></p>
<b>GCC 3.1</b>	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Mauritius.</p>
<b>GCC 5.1</b>	<p>The Project manager <b>may</b> delegate any of his duties and responsibilities.</p>
<b>GCC 8.1</b>	<p>Schedule of other contractors: <b>Not Applicable</b></p>
<b>GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the cover shall apply separately to each insured as though a separate policy had been issued to each of the joint insured. The minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. <u>Evidence to be produced by Contractor.</u>)</i></p> <p>Delete content of Sub Clause 13.1 (c) and (d) entirely and replace by new Sub clause 13.1 (c) and (d) (i) and (ii) as follows:</p>

(c) for loss or damage to adjoining property and/or property in which the works are being carried out (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount of Rs 10 Million representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).

(d) for personal injury or death and damage to property  
(i) of the Contractor's employees: *[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works]. Evidence to be produced by Contractor.*

(ii) for injury to persons and loss or damage to property for an amount of **10 (Ten) Million** Rupees representing each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property *[except the Works, Plant, Materials, Equipment and damage to property insured under GCC 13.1 (a), (b) & (c)]* or to any person *[except for Contractor's employees insured under GCC 13.1 (d)(i)]* including the Employer and its representatives which may arise out of the Contractor's performance of the contract

*This insurance shall be for a limit per occurrence of not less than the amount stated above (i.e Rs. 10 million), with **no limit** in number of occurrences. The ceiling for the Third-Party Liability shall be for a minimum amount of Rs. 100 million, subject to a provision that this amount may be reviewed during the contract period, but will in any case be for a fixed amount. (In line with PPO Directive 56)*

Add the following sub-clause 13.1 (e)

(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 coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.

**The insurance policies shall be extended to cover for any extension of the intended completion date or due to delay by the contractor up to the end of the defects liability period of the works.**

<b>GCC 13.3</b>	Delete content of Sub Clause 13.3 entirely and replace by “If the Contractor does not provide any of the policies and certificates required, this may constitute a breach of the contractor’s obligations under the bid conditions and may entail forfeiture of bid security or performance security or any action by the Employer under the Bid Securing Declaration”
<b>GCC 13.7</b>	Add the following new sub clause “13.7 – In the Event works are carried out beyond the Intended Completion Date or the Intended Completion date is extended, the contractor shall extend the Insurance policies to cover for the extended period and defects liability period. Failure on the part of the contractor to comply with the above condition may entail: (a) Non- certification of payment (b) Termination of contract (c) Forfeiture of the Performance security.
<b>GCC 14.1</b>	Site Data are: <b>There are no Site Investigation Reports for this project. Bidders are however advised to visit the site prior to submission of bid. They should acquaint themselves with the nature of the site, extent of the work, means of access, general nature of the soil and all other matters which may influence their bid.</b>  <b>No claim due to ignorance of these factors as mentioned in the preceding paragraph shall be entertained from the contractor.</b>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>within Fourteen (14) days from submission and approval of Performance Security and Insurance covers. The area of the site which may be occupied by the Contractor for his use as site office or for erection of workshop etc. shall be approved by the Project Manager or his representative.</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>No Adjudicator shall be appointed for this Contract.</b>
<b>GCC 24.</b>	In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.  The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation,  then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to  “ the competent courts of Mauritius”

<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>Not applicable.</b>
<b>GCC 24.4</b>	<b>Not Applicable</b>
<b>B. Time Control</b>	
<b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works <b>within 14 days from the date of handing over of site of Phase 1.</b>
<b>GCC 25.3</b>	The period between Program updates is <b>30</b> days.  The amount to be withheld for late submission of an updated Program is <b>Rs25,000 in the next payment certificate.</b>
<b>C. Quality Control</b>	
<b>GCC 33.1</b>	The Defects Liability Period is: 365 calendar days for each phase.
<b>GCC 34.1</b>	Delete sub-clause 34.1 and replace by the following:  Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.
<b>D. Cost Control</b>	
<b>GCC 37.6</b>	Amend clause 37.6 by replacing "sub-clause 38.1" by "sub-clause 36.1"
<b>GCC 37.7</b>	Add the following new sub clause "37.7 – Any error in description or quantity or omission of items of work from the Contract bills shall not vitiate the Contract but shall be corrected and deemed to be a variation required by the Project Manager. No adjustment in Preliminaries section of the Bills of Quantities shall be effected irrespective of the Final value of quantities.
<b>GCC 39.7</b>	Interim Payment for Plant and Material on site is <b>not</b> applicable.

GCC 40.1	Amend clause 40.1 by replacing 21 days by 7 and 42 days by 28 days.
GCC 41.1 (l)	<p>The term “exceptionally adverse weather conditions” is hereby defined as any one of the following events:</p> <ul style="list-style-type: none"> <li>(1) 100 mm rainfall or above recorded in one day at the nearest rain station;</li> <li>(2) An official declaration of “Torrential Rain” by the Meteorological Department of Mauritius; and</li> <li>(3) Cyclone warning Class III or IV.</li> </ul>
GCC 43.1	The currency of the Employer’s country is: <b>Mauritian Rupees.</b>
GCC 44.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 44, and information regarding coefficients <i>does not</i> apply.
GCC 45.1	GCC Clause 45 is not applicable.
GCC 46.1	<p>The liquidated damages for the whole of the Works are <b>0.05% of the Contract price per day.</b></p> <p>The maximum amount of liquidated damages for the whole of the Works is 3% of the Contract price.</p>
GCC 47.1	The Bonus for the whole of the Works is not applicable.
GCC 48.1	The Advance Payments shall be: <b><i>10 % maximum of the contract price less contingency sum and shall be paid to the contractor no later than Seven (7) days from the date of issue of certificate. The Advance Payment shall be recovered through contractor’s running account bills at the rate of 12.5 % of the gross value of works done.</i></b>
GCC 49.1	<p>The Performance Security amount is <b>10 %</b> of the contract price in the form of a Guarantee as per the format in <b>Section V.</b> and shall be valid up to a date <b>twenty-one</b> after the end of the Defects Liability Period (DLP). Where the Performance Security expire before the date <b>twenty-one days</b> after the end of the DLP, the contractor shall extend the Performance Security to cover the period up to the latest date of the DLP plus <b>twenty-one days</b>. Failure to extend the validity of the Performance Security <b>twenty-one</b> days prior to its expiry may entail forfeiture of the full amount of the Performance Security.</p> <p><b>Note:</b> The Contractor shall execute all work required to remedy defects or damage, as may be notified to him by or on behalf of the employer, on or before the expiry date of the DLP or any extended date if a defect or damage cannot be remedied by the expiry date, all at the risk and cost of the contractor.</p>

### **E. Finishing the Contract**

<b>GCC 56.1</b>	<p>The date by which operating and maintenance manuals are required is the date of completion for the respective phases.</p> <p>The date by which “as built” drawings is required is the dates of completion for the respective phases.</p>
<b>GCC 56.2</b>	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is <b><i>Rs.25,000.</i></b></p>
<b>GCC 57.2 (g)</b>	<p>The maximum number of days are:</p> <p>Phase 1 - 40 days</p> <p>Phase 2 – 20 days</p>
<b>GCC 59.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>20%</b></p>



REPUBLIC OF MAURITIUS

MINISTRY OF EDUCATION, TERTIARY EDUCATION, SCIENCE AND TECHNOLOGY

## Corrigendum No 1

Dear All,

### Extension of IFB - Bid Opening/Closing

**Construction of New Pre-Primary Unit, Classroom Block and Toilet Facilities at Sookdeo Bissoondoyal Government School at Lallmatie**

**Ref No EDUCATION/IFB/2023/1141**

Please refer to the above tender.

2. We are hereby informing bidders that:

the "IFB – Bid closing" activity by the Public Body has been extended pending the installation of a new software Java Utility on e-Proc system. The activities "IFB - Bid closing", "IFB - Bid data decryption and re-encryption" and "IFB-Opening of bids" have been re-scheduled as follows:

#### **Bid Closing (Public Body):**

Start Date and Time (Mauritian): **Wednesday 02 August 2023 at 10.01 hrs**

End Date and Time (Mauritian): **Wednesday 02 August 2023 at 16:00 hrs**

#### **Bid Data Decryption and Re-encryption**

Bidders shall decrypt and re-encrypt their bids (as explained in the Guidelines) within the time frame indicated hereunder:

Start Date and Time (Mauritian): **Wednesday 02 August 2023 at 16:01 hrs**

End Date and Time (Mauritian): **Friday 04 August 2023 at 10:00 hrs**

#### **Bid Opening**

##### **For online submission:**

Start Date and Time (Mauritian): **Friday 04 August 2023 at 10:01 hrs**

End Date and Time (Mauritian): **Friday 04 August 2023 at 16:00 hrs**

3. Any inconvenience caused is much regretted.

Yours faithfully,

**I. Kowlessur (Mrs)  
for Senior Chief Executive**

**Dear Bidders,**

A Communication Thread has been registered on e- Proc System requesting for BOQ (Bill of quantities) in excel format.

Kindly find same attached.

Regards,

I.Kowlessur (Mrs)

Sec BDC