



# **Ministry of Health and Wellness**

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## **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 Health and Wellness for the “**Provision for Cleaning Services for Toilet Blocks/Premises, Toilets, Bathrooms and Sluices in All Hospitals and Other Health Institutions for a period of Two (2) years (e-Proc Reference No.:HEALTH/IFB/2022/1026 and CPB Reference No.: CPB/86/2022)**”, the contract has been awarded to **Mauriclean Ltd of 43, Lord Kitchener Street, Port Louis** for the sum of **Rs 169,352,622.00 (Rupees One Hundred and Sixty-Nine Million Three Hundred and Fifty-Two Thousand and Six Hundred and Twenty-Two only) excluding VAT.**

**Senior Chief Executive  
Ministry of Health and Wellness  
5<sup>th</sup> Floor, Emmanuel Anquetil Building  
SSR Street, Port Louis**

**07 August 2023**



# Contract Agreement

This **CONTRACT** (hereinafter called the “Contract”) is made on the <sup>12<sup>th</sup></sup> day of the month of **July 2023**, between, on the one hand, the Ministry of Health and Wellness of SSR Street Port Louis, (hereinafter called the “**Employer**”) and, on the other hand, **Mauriclean Ltd** of 43, Lord Kitchener Street, Port Louis (hereinafter called the “**Service Provider**”).

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of **Rs 169,352,622.00 (Rupees One Hundred and Sixty-Nine Million, Three Hundred and Fifty-Two Thousand and Six Hundred and Twenty-Two only) exclusive of VAT**. The contract is for a **period of twenty-four (24) months**, renewable on a yearly basis, upon satisfactory performance.

**NOW THEREFORE** the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - (a) the Letter of Acceptance;
  - (b) the Service Provider’s Bid;
  - (c) the General Conditions of Contract;
  - (d) the Scope of Service and Performance Specifications;
  - (e) the Activity Schedule; and
  - (f) the Performance Security.

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

***IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.***

*D. Conhye*

.....  
*Signature of representative of the Employer*

***Name: Mr D. Conhye***

***Title: for Senior Chief Executive  
Ministry of Health and Wellness***

***Seal of the Employer***



*N. Nundloll*

.....  
*Signature of representative of the Service Provider*

***Name: Natasha Nundloll (Ms)***

***Title: Chief Executive Officer  
Mauriclean Ltd***

***Seal of the Service Provider***





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**Ministry of Health and Wellness**

**MHPDO/NMW&S/2022-2023/DO 146**

**16 June 2023**

The Managing Director  
Attn: Ms Natasha Nundloll  
Mauriclean Ltd  
43, Lord Kitchener Street  
Port Louis  
Tel: 212 5323/2117502; Fax: 210 3575

Dear Madam,

**Provision for Cleaning Services for Toilets Blocks/Premises, Toilets, Bathrooms and Sluices in All Hospitals and Other Health Institutions for a period of Two (2) years (CPB Reference No: CPB/86/2022)**  
**(e-Proc Reference No.: HEALTH/IFB/2022/1026)**

Please refer to this Ministry's Notification Letter dated **29 May 2023** and your Offer dated **13 February 2023** in response to our Invitation for Bids **MHPQ/NMW&S/2022-2023/Q87** dated **13 January 2023** on the above subject.

2. We wish to inform you that your offer for the **Provision for Cleaning Services for Toilets Blocks/Premises, Toilets, Bathrooms and Sluices in All Hospitals and Other Health Institutions for a period of Two (2) years** as mentioned below for the total amount of **Rs 169,352,622.00 (Rupees One Hundred and Sixty-Nine Million, Three Hundred and Fifty-Two Thousand and Six Hundred and Twenty-Two only)**, inclusive of all applicable charges, duties, taxes and exclusive of VAT, subject to the terms and conditions and Scope of Services and Performance Specifications of the bidding documents and extracts at Annex has been approved.

<b>Lots/Regions</b>	<b>Year 1 MUR (Excl. Vat)</b>	<b>Year 2 MUR (Excl. Vat)</b>	<b>Total Amount MUR (Excl. Vat)</b>
1	21,515,049.00	23,308,542.00	<b>44,823,591.00</b>
2	12,692,502.00	13,943,232.00	<b>26,635,734.00</b>
3	9,680,040.00	10,630,548.00	<b>20,310,588.00</b>
4	12,263,598.00	13,214,340.00	<b>25,477,938.00</b>
5	24,956,739.00	27,148,032.00	<b>52,104,771.00</b>
<b>Total</b>	<b>81,107,928.00</b>	<b>88,244,694.00</b>	<b>169,352,622.00</b>

3. The Contract shall be for a period of **twenty-four (24) months**. This Contract shall be renewed upon satisfactory performance on a yearly basis for a further period of **one year**.

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Issued to

9/06/23.

4. **The Intended Starting Date for the commencement of Services is 01 August 2023 after signature of the Contract.** Before commencement of the Services, you should submit to this Ministry for approval a Program showing the general arrangements, order, timing for cleaning, human resources and logistics. The Services shall be carried out in accordance with the approved Program as updated.
5. **Liquidated damages for delay will be charged twice the daily remuneration rate payable for each day that the services have not been provided on the site, up to a maximum of 10% of the monthly remuneration for that service.**
6. You are requested to submit within twenty-one (21) days as from the date of this letter, a Performance Security representing 10% of the contract value in the form of a Bank Guarantee issued by a Commercial Bank operating in Mauritius. The Security should be valid for a period of **twenty-eight (28) days beyond the contract period for year 1** and should be submitted to the **Registry Section, Procurement Unit, 10<sup>th</sup> Floor, Emmanuel Anquetil Building, SSR Street, Port Louis.**
7. You are also requested to submit Insurance Cover Policies within twenty-one (21) days as from the date of this Letter of Acceptance in accordance with the General Conditions of Contract Clause 2.6.
8. Payment will be made on a **monthly basis by the Finance Section, of each respective Regional Hospital**, by the 20<sup>th</sup> of the following month, subject that you provide the invoice and accompanied documents not later than the 20<sup>th</sup> of the current month which should be certified by the **Regional Health Services Administrator/ Officer of respective Hospitals/Units/Sections** and will be credited to your bank account upon satisfaction of your service by the user department.
9. You will be called on at the Head Office, in due course for necessary formalities pertaining to the signature of Contract.
10. Any correspondence or query in regard to this award should be addressed to the Senior Chief Executive (Attn: Ag. DPS Mrs Gungadeen), 5th Floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis.
11. Please acknowledge receipt of this Letter of Acceptance by **return fax 211 6864 within seven (7) days as from the date of issue of this letter.**
12. Until and unless a formal agreement is signed, this Letter of Acceptance and your offer dated **13 February 2023** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,



**D. Conhye**  
for Senior Chief Executive



# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
 Invitation for Bid No.: HEALTH/IPB/2022/1026  
 Invitation for Bid Name: Provision for Cleaning Services for Toilets Blocks/Premises, Toilets, Bathrooms and Sluices in ALL Hospitals and Other Health Institutions for a period of Two (2) years  
 Bid No.:144616  
 Company Name: MAURICLEAN LTD

### ANY OTHER DOCUMENTS (VER. 1.0)

**Other documents:** Annex 1 FIN- 4 (1).doc; Min of Health letter of award 001.jpg; UOM letter of award 001.jpg; STC letter of award 001.jpg; FIN 3.1.pdf

### BID SUBMISSION FORM - OAB CLEANING SERVICES (VER. 1.0)

If the prices in the Price Schedule or Bill of Quantities have been reworked please click on 'Decrypt' to ascertain that the amount and currencies in the Bid Submission Form match the amended prices:  
 We, the undersigned, declare that:

To: [insert full name and address of Employer]:

THE MINISTRY OF HEALTH AND WELLNESS

(a) We have examined the bidding documents, including the following addenda documents:  
 NONE

(b) We offer to execute the following contract in accordance with the conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid: CPB/86/2022/HEALTH/IPB/2022/1026

(c) The total price of our Bid in Mauritian Rupees is:

Amount in figures	Item Reference
<b>169352622.00 Mauritian Rupee</b> <small>(One Hundred Sixty Nine Million Three Hundred Fifty Two Thousand Six Hundred Twenty Two Rupees Only)</small>	<b>LOT 1-LOT 5</b>
<b>Discount offered:</b>	

Discount	Methodology
<b>HAND SANITISERS SHALL BE SUPPLIED FREE OF CHARGE FOR THE ADMINISTRATION USE</b>	

(d) We hereby confirm that this proposal complies with the bid validity required by the bidding documents.:

(e) We have read and understood the content of the Bid Securing Declaration form 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.:

(f) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.:

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract (if none has been paid or is to be paid, indicate 'NONE')::  
 NONE



## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
 Invitation for Bid No.: HEALTH/ITB/2022/1026  
 Invitation for Bid Name: Provision for Cleaning Services for Toilets Blocks/Premises, Toilets, Bathrooms and Sluices in All Hospitals and Other Health Institutions for a period of Two (2) years  
 Bid No.:144616  
 Company Name: MAURICLEAN LTD

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

(i) 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;

(iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding and we understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.:

(j) We understand that you are not bound to accept the lowest or any bid you receive.:

(k) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.:

**Name of person duly authorized to digitally signing the bid:** NATASHA NUNDLLOLL  
 CEO  
**In the capacity of:**

**Duly authorized to digitally sign the bid for and on behalf of:** MAURICLEAN LTD

Bid Securing Declaration By subscribing to the undertaking in respect of paragraph (e) 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.:

### COMMERCIAL EVALUATION TEMPLATE FOR OTHER SERVICES \_ VER 2

The data in this template is in read only mode and will be used for evaluation purposes after opening of bids. You are only required to decrypt and re-encrypt this template.:

**Commercial Evaluation - Other Services:**

Item	Bid price in MUR (a)	Discount in MUR (b)	Discounted price /	Additions in MUR (d)	Adjustments in MUR (e)	Priced Deviations in	Total Price in MUR (g) =	Upload Working



## Section V. General Conditions of Contract

### 1. Commencement, Completion, Modification, and Termination of Contract

- 1.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of Acceptance.
- 1.2 Commencement of Services**
- 1.2.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general arrangements, order, timing for cleaning, human resources and logistics. The Services shall be carried out in accordance with the approved Program as updated.
- 1.2.2 The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the Letter of Acceptance.
- 1.3 Intended Completion Date**
- 1.3.1 Unless terminated earlier pursuant to Sub-Clause 1.7, the Service Provider shall complete the activities by *[insert date of expiry of contract]* or for an additional period of.....months thereafter, if renewed, at the Employer’s discretion.
- 1.4 Modification**
- 1.4.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the service or of the Contract Price, may only be made by written agreement between the Parties.
- 1.5 Force Majeure**
- 1.5.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 1.5.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible



about the occurrence of such an event.

**1.6 Notices**

1.6.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party.

**1.7 Termination**

1.7.1 The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause :

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within a prescribed time or after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider becomes insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than seven (7) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:


(i) "corrupt practice"<sup>5</sup> 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"<sup>6</sup> 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

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<sup>5</sup> For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution.

<sup>6</sup> For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.



obligation;

(iii) “collusive practice”<sup>7</sup> 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”<sup>8</sup> 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 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

(e) if the maximum of the 10 % penalty has been exceeded as per clause 2.9.

1.7.2 Notwithstanding sub-clause 1.7.1, the Employer, after giving a prior notice of 30 days, may terminate the Contract, , in whole or in part, at any time for its convenience upon a determination that because of changed circumstances the continuation of the contract is not in the public interest.

1.7.3 The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

(a) if the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 6 within forty-five (45) days after receiving written notice from the Service Provider that

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<sup>7</sup> For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>8</sup> For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.



such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than seven (7) days.

1.7.4 Upon termination of this Contract pursuant to Sub-Clauses 1.7.1, 1.7.2 or 1.7.3 the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 4 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b) and (d) of Sub-Clause 1.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

1.7.5 If the Contract is terminated for the Employer's convenience, the Service Provider will not be entitled to recover anticipated profits on the completion of the contract.

**1.8 Integrity Clause** The Service Provider 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 Service Provider.

## **2. Obligations of the Service Provider**

### **2.1 General**

The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics indicated in Appendix A to the Contract Form. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with subcontractors or third parties.

### **2.2 Confidentiality**

The Service Provider, its subcontractors, and the personnel of either



of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

**2.3 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the handing over of site.

**2.4 Assignment**

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.

**2.5 Indemnification**

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's Liability and Workmen's Compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

**2.6 Insurance and Liabilities to Third Parties**

- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's Compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this



Contract.

- (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the Employer's Liability and Workmen's Compensation insurance, the insurance policies under this clause shall:
  - (i) name the Employer as additional insured;
  - (ii) include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;
  - (iii) provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**2.7 Reporting Obligations**

The Service Provider shall submit to the Employer, the reports and documents specified in Section III, and any other matter in the form and time specified therein or as otherwise agreed upon addressed to *[insert name and contact address of Employer's Representative]*.

**2.8 Tax and Duties**

The Service Provider, subcontractors, and their personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.

**2.9 Liquidated damages for non-performance**

The Service Provider shall pay liquidated damages to the Employer for non-performance at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of liquidated damages shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct the liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

**2.10 Performance Security**

The Service Provider shall provide the required Performance Security to the Employer not later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form indicated in the letter and by a bank operating



in Mauritius. The Performance Security shall be valid until a date 28 days after the Completion Date of the Contract.

### **3. Service Provider's Personnel**

#### **3.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement of the Service Provider's Key Personnel and cleaning personnel for carrying out the Services are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

#### **3.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of any personnel.

### **4. Payments to the Service Provider**

#### **4.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 4.5, the Contract Price may only be increased above the amounts stated in Sub-Clause 4.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 1.4 and 4.3.

#### **4.2 Contract Price**

The amount payable is monthly.

Prices shall be fixed and inclusive of all taxes, end-of-the year bonus





and gratuities as well as any increase that may be awarded by government during the contract period.

**4.3 Terms and Conditions of Payment**

Payments will be made to the Service Provider on a monthly basis by the 20<sup>th</sup> of the following month subject to the Employer obtaining the invoice and accompanying documents as required by the Employer not later than the 20<sup>th</sup> of the current month.

Any adjustment in respect of absences and liquidated damages for the current month shall be communicated to the Service Provider to enable the latter to make the necessary adjustment in the subsequent invoices.

**4.4 Interest on Delayed Payments**

If the Employer has delayed payments beyond fifteen (15) days after the due date stated, interest shall be paid to the Service Provider for each day of delay at the legal rate.

**4.5 Price Adjustment**

Prices “*shall not*” be adjusted for fluctuations in the cost of inputs.

**4.6 Labour clause**

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

- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by Remuneration Regulations made under the Employment Relation Act 2008.

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

4.6.2 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.

4.6.3 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.

4.6.4 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.

## 5. Quality Control

### 5.1 Identifying shortcomings

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service.

### 5.2 Attending to shortcomings

- (a) The Employer shall give notice to the Service Provider of any shortcoming.
- (b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Employer will consider such act as a lack of performance which could lead to the termination of part or the whole contract as a breach in the good performance of the contract.

## 6. Settlement of Disputes

### 6.1 Dispute Settlement

If a dispute between the parties arises in connection with performance of obligations under this Contract, either party shall serve a written notice of dispute providing adequate details of the nature of the



dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the Contract.

After receipt of the notice of dispute, the parties should use their best endeavours to resolve the dispute or to agree methods of doing so. If after 30 days of the service of the notice of dispute there is no resolution of the dispute, it shall be referred to court for settlement under the laws of Mauritius.

**6.2 Applicable  
Law**

The Contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Mauritius.

