



Ministry of Health and Wellness

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 “**24/7 Operation, Inspection, Preventive Maintenance/Routine Servicing of Mechanical & Plumbing Installation Services and Equipment at Dr A.G Jeetoo Hospital (IFB Reference No.:HEALTH/IFB/2022/1078)**”, the contract has been awarded to **Manser Saxon Facilities Ltd of IBL Business Park, Zone 4, Riche Terre** for the sum of **Rs 12,542,400.00 (Rupees Twelve Million Five Hundred and Forty-Two Thousand and Four Hundred only)**.

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

07 August 2023



Contract Agreement

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the 5th day of the month of **July 2023**, between, on the one hand, **Ministry of Health and Wellness** (hereinafter called the "Employer") and, on the other hand, **Manser Saxon Facilities Ltd of IBL Business Park, Zone 4, Riche Terre** (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide the service for Procurement of 24/7 Operation, Inspection, Preventive Maintenance/Routine Servicing of Mechanical & Plumbing Installation Services and Equipment at Dr. A.G. Jeetoo Hospital – file references: **MHPQ/NMW&S/2022-2023/Q78** and **MHPDO/NMW&S/2022-2023/DO130** 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 for a period of **thirty-six (36) calendar months** for the total amount of **Rs 12,542,400.00 (Rupees Twelve Million Five Hundred and Forty-two Thousand and Four Hundred only)**, inclusive of all applicable charges, duties and taxes and exclusive of VAT.

NOW THEREFORE the parties hereto hereby agree as follows:


2. 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 Specials Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (e) the Priced Activity Schedule; and
- (f) the Performance Security.

[Handwritten signatures]

3. 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.


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*Signature of representative of the
Employer*

Mr D. Conyhe

Title: Permanent Secretary

*for and on behalf of the Senior Chief Executive
of Ministry of Health and Wellness*


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*Signature of representative of the
Service Provider*

Mr Seevarajan Chinasamy

Title: Managing Director 

*for and on behalf of Manser Saxon
Facilities Ltd*



Ministry of Health and Wellness

MHPDO/NMW&S/2022-2023/DO130

16 May 2023

The Managing Director
Manser Saxon Facilities Ltd
(Attn: Mr Seevarajan Chinasamy)
IBL Business Park,
Zone 4, Riche Terre
Tel: 206 9200
Fax: 249 2902

Dear Sir,

**24/7 Operation, Inspection, Preventive Maintenance/Routine Servicing of
Mechanical & Plumbing Installation Services and Equipment
at Dr A.G. Jeetoo Hospital**

Please refer to your offer dated **07 March 2023** in response to our Invitation for Bids, **MHPQ/NMW&S/2022-2023/Q78** dated **03 February 2023** on the above subject.

2. We wish to inform you that your offer for the **24/7 Operation, Inspection, Preventive Maintenance/Routine Servicing of Mechanical & Plumbing Installation Services and Equipment at Dr A.G. Jeetoo Hospital**, for a period of thirty-six (36) calendar months for the total amount of **Rs 12,542,400.00 (Rupees Twelve Million Five hundred and Forty-two Thousand and Four hundred only)**, inclusive of all applicable charges, duties and taxes and **exclusive of VAT**, subject to the specifications, terms and conditions of the bidding documents and extracts as per annex has been approved.
3. The Contract shall be for a period of **thirty-six (36) months as from the date of first intervention after signature of Contract** and shall be inclusive of **labour, transport and all associated cost**. No subsequent offer or any claims for the above shall be entertained throughout the duration of the contract.
4. The Contract shall come into effect on the date the Contract is signed by both parties. The Intended Starting Date for the commencement of Services is the first intervention after signature of the Contract.
5. You are requested to contact **Miss Y.D. Ramkissoo- Regional Health Services Administrator (RHSA)** and the **Mechanical Engineer/Senior Mechanical Engineer at Dr A.G. Jeetoo Hospital, Port Louis on Telephone No. 203 1001** for coordination and follow up of the service.
6. Liquidated damages for delays, if any, will be charged at the rate of **0.1 per cent per day up to a maximum of 5 per cent** of the whole contract amount.

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Issued  18/05/23.

7. You are requested to submit within **twenty-eight (28) 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** and should be submitted to the **Registry Section, Procurement Unit, 10th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis**. However, in the event of delay in the commencement of Services you shall extend this Security for the above mentioned period. Failure to provide the required Performance Security within the prescribed time limit shall result in an automatic cancellation of the award.

8. Payment will be effected on a monthly basis by the Finance Section, Dr A.G. Jeetoo Hospital, and will be credited directly to your bank account upon submission of your monthly claim to the RHSA after confirmation by the Mechanical Engineer that the service has been carried out to their satisfaction.

9. Any correspondence or query in regard to this award should be addressed to the Senior Chief Executive (**Attn: Mrs S. Gungadeen, Fax: 214 3323**), 5th floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis.

10. Please acknowledge receipt of this Letter of Acceptance by **return fax (211 6864) within seven (7) days as from the date of this letter**.

11. Unless and until a formal agreement is signed, this Letter together with your offer dated **07 March 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
 Document Name: Procurement of 24/7 Operation, Inspection, Preventive Maintenance, Routine Servicing of Mechanical & Plumbing Installation Services and Equipment at Dr. A.G. Jeetoo Hospital
 Tender NO. : HEALTH/IFB/2023/1078

(c) The total price of our Bid excluding discounts offered in item (d) below::

(i) Price brought forward from Detailed Activity Schedule:

Base Bid Price:

Total Price from Detailed Activity Schedule	Item Reference (applicable in case of lot wise bidding)
12542400.0 <small>(Twelve Million Five Hundred Forty Two Thousand Four Hundred Mauritian Rupees Only)</small>	NA

(ii) Price brought forward from Detailed Activity Schedule - Alternate Bid, if applicable and if provided by supplier:
Alternate Bid Price:

0 <small>(Zero Mauritian Rupee Only)</small>	Total Price from Alternate Detailed Activity Schedule
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(d) The discounts offered and the methodology for their application are::

(i) Discount on Base Bid::

Discount	Methodology of Application
0 <small>(Zero Mauritian Rupee Only)</small>	NA

(ii) Discount on Alternate to Base Bid:

Discount	Methodology of Application
0 <small>(Zero Mauritian Rupee Only)</small>	NA

(e) Our bid shall be valid for the following period from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiry of that period:

90 Days

(f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;:

(g) We certify/confirm that we comply with eligibility requirements as per ITB Clause 5.:

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.1;:

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

(j) 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;:

* (k) Are you a government owned entity?:

No



Government of Mauritius e-Procurement System

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***If Yes, are you meeting the requirements of ITB 5.5? If No, Not Applicable
select Not Applicable:**

(l) 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.:

(m) 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. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.:

(n) 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.:

(p) **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

(q) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.:

Name of Person duly authorized to digitally signing the bid: Seevarajan Chinasmamy
Manager

Duly authorized to digitally sign the bid for and on behalf of: Manser Saxon Facilities Ltd

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

Government of Mauritius e-Procurement System

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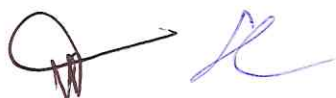
Document Name: Procurement of 24/7 Operation, Inspection, Preventive Maintenance, Routine Servicing of Mechanical & Plumbing Installation Services and Equipment at Dr. A.G. Jeetoo Hospital
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Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>Not Applicable</i>
1.1(d)	The contract name is <i>Procurement of 24/7 Operation, Inspection, Preventive Maintenance/Routine Servicing of Mechanical & Plumbing Installation Services and Equipment at Dr. A.G. Jeetoo Hospital.</i>
1.1(g)	The Employer is <i>Ministry of Health and Wellness</i>
1.1(l)	The Member in Charge is
1.1(o)	The Service Provider is
1.4	<p>The addresses are:</p> <p>Employer: The Senior Chief Executive Ministry of Health and Wellness 10th Floor Emmanuel Anquetil Building, SSR Street, Port Louis</p> <p>Attention: Assistant Manager Procurement and Supply Non-Medical, Works & Services Section, Room No: 1012</p> <p>Tel: 201 3706/201 3038</p> <p>Facsimile: 210 5940</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: The Regional Health Director – Dr. A.G. Jeetoo Hospital</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is on the date the contract is signed by both parties.

2.2.2	The Intended Starting Date for the commencement of Services is the first intervention after award of contract.
2.3	The Intended Completion Date is 36 months from the intended commencement date of the contract.
3.2.3	Activities prohibited after termination of this Contract are: No practical intervention for any maintenance and repairs unless requested officially by the Ministry or its representative
3.9	Restrictions on the use of documents prepared by the Service Provider are: The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
3.10.1	The liquidated damages rate is 0.1 percent per day (rate) up to a maximum of 5 per cent of the whole contract amount.
3.10.3	The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is [<i>insert percentage</i>] The Defects Liability Period is <i>Not Applicable</i>
5.1	The assistance and exemptions provided to the Service Provider are: <i>for any information on the system, the service provider may contact the Electrical Engineer or his representative posted at Dr A.G Jeetoo Hospital, Port Louis on 203 1001 ext. 4614</i>
6.2(a)	The amount in local currency is <i>MUR</i> .
6.2(b)	The amount in foreign currency or currencies is <i>Not Applicable</i> .
6.4	Payment will be effected on a monthly basis, within 21 working days from receipt of invoice after supply of the service items to the satisfaction of the Ministry of Health and Wellness duly certified correct by the by the Mechanical Engineer or the Regional Health Services Administrator at Dr. A.G. Jeetoo Hospital, subject to the Service Provider submitting all required documents. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, payment will be effected within 14 working days.
6.5	The interest rate is the legal rate.
6.6.1	Price adjustment is in accordance with Sub-Clause 6.6.
7.1	The assistance and exemptions provided to the Service Provider are: <i>for any information on the system, the service provider may contact the Mechanical Engineer or his representative posted at Dr A.G Jeetoo</i>



	Hospital, Port Louis on 203 1001.
8.2.3	The Adjudicator is <i>Not Applicable</i>
8.2.4	<p>The arbitration procedures of the following institutions will be used <i>Arbitration in Mauritius:</i></p> <p><i>Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</i></p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is</p> <p><i>Not Applicable</i></p>

