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 ... 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/DO139 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;
(f) the Priced Activity Schedule; and
(g) the Performance Security.

[Signature]
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.

[Signatures]

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

Signature of representative of the Service Provider

Mr Seearajan Chinasamy

Title: Managing Director

for and on behalf of Manser Saxon Facilities Ltd

[Seal]
Ministry of Health and Wellness

MHPDO/NMW&S/2022-2023/DO130

16 May 2023

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

Dear Sir,

24/7 Operation, Inspection, Preventive Maintenance/RoutineServicing 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. Ramkissoon- 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.

Issued 18/03/23.
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
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you a government owned entity?</td>
<td>No</td>
</tr>
<tr>
<td>(f) Our firm, its affiliates, or suppliers, including any subcontractors or suppliers for any part of the contract, have no interest, nor do we have any conflict of interest in accordance with the bidding document.</td>
<td></td>
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</table>
### Section VII. Special Conditions of Contract

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

| 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 [ **insert percentage**]  
  The Defects Liability Period is **Not Applicable** |
| 5.1 | The assistance and exemptions provided to the Service Provider are: **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** |
| 6.2(a) | The amount in local currency is **MUR.** |
| 6.2(b) | The amount in foreign currency or currencies is **Not Applicable.** |
| 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: **for any information on the system, the service provider may contact the Mechanical Engineer or his representative posted at Dr A.G Jeetoo**
<table>
<thead>
<tr>
<th>Hospital, Port Louis on 203 1001.</th>
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<tbody>
<tr>
<td><strong>8.2.3</strong> The Adjudicator is <em>Not Applicable</em></td>
</tr>
</tbody>
</table>
| **8.2.4** The arbitration procedures of the following institutions will be used *Arbitration in Mauritius*:

> 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”.

| **8.2.5** The designated Appointing Authority for a new Adjudicator is *Not Applicable* |