



FRAMEWORK AGREEMENT

FOR

**REFURBISHMENT, MAINTENANCE, REPAIRS AND
ASSOCIATED WORKS OF LANDSCOPE INDUSTRIAL
PROPERTIES**

REF LM-IB-MR24-120

PART 3

**SECTION V – FRAMEWORK AGREEMENT
SECTION VI – GENERAL CONDITIONS OF CONTRACT
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THIS AGREEMENT is made on

BETWEEN:-

- (1) The **Landscape Mauritius Ltd** whose principal place of business is at 7th Floor, Wing A, Shri Atal Bihari Vajpayee Tower, Ebene Cybercity; and
- (2)whose registered address is at (the "**Contractor**").

BACKGROUND

- (A) Landscape Mauritius Ltd invited proposals through the Open Local Bidding for participation in a Framework Agreement through the newspapers on in respect of maintenance, repairs and rehabilitation of Landscape buildings.
- (B) The Contractor submitted its proposal on in response to the Invitation for Framework Agreement (IFF).
- (C) On the basis of the Contractor's proposal, the Landscape Mauritius Ltd selected the Contractor to enter into a framework agreement to provide works to Landscape Mauritius Ltd on a call-off basis in respect of one or more lots in accordance with the terms of this Framework Agreement.
- (D) This Framework Agreement sets out the award and ordering procedure for works which may be required by Landscape Mauritius Ltd, the main terms and conditions for any Call-Off Contract, and the obligations of the Contractor during and after the term of this Framework Agreement.
- (G) It is the Parties' intention that there will be no obligation for the Contracting Entity Landscape Mauritius Ltd to award any work order under this Framework Agreement during its Term.

IT IS AGREED as follows: -

1. INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings: -

- "Approval"** means the prior written approval of the Landscape Mauritius Ltd.
- "Audit"** means an audit carried out pursuant to Clause 17
- "Auditor"** means the Audit entity authorised by the contracting entity, Landscape Mauritius Ltd
- "Award Criteria"** means the Standard Works Award Criteria
- "Call-Off Contract"** means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Works between Landscape Mauritius Ltd and the Contractor comprising a Works Order Form (Works Order) and the Call-Off Terms and Conditions (as may be amended pursuant to Clause 7.2.4)

"Call-Off Terms and Conditions"	means the terms and conditions in Schedule 5
"Commencement Date"	means [insert date] ¹
"Complaint"	means any formal complaint raised by the Contracting entity, Landscape Mauritius Ltd in relation to the performance of the Framework Agreement or any Call-Off Contract in accordance with Clause 32
"Confidential Information"	means:- <ul style="list-style-type: none"> (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights; and (b) the Commercially Sensitive Information
"Contracting Entity"	means the Landscape Mauritius Ltd
"Contractor's Lot"	means the lot(s) which the Contractor has been appointed to under this Framework Agreement as set out in Schedule 1
"Framework Agreement"	means this agreement and all Schedules to this agreement
"Framework Agreement Variation Procedure"	means the procedure set out in Schedule 8
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud any contracting body
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
"Law"	means Mauritian Laws and associated Regulations.
"Material Default"	means any breach of [Clause 7 (Award Procedures), Clause 11 (Safeguard Against Fraud), Clause 14 (Statutory Requirements), Clause 15 (Non-Discrimination), Clause 17 (Records and Audit Access), and Clause 25 (Transfer and Sub-contracting)] ²

² Lead Organisation to consider definition of material default in relation to their particular procurement.

"Month"	means a calendar month
"Order"	means a Works Order served by Contracting entity, Landscape Mauritius Ltd on the contractor in accordance with the Ordering Procedures
"Order Form"	means a document setting out details of an Order in the form set out in Schedule 4
"Ordering Procedures"	means the ordering and award procedures specified in Clause 7
"Party"	means the Landscape Mauritius Ltd and/or the Contractor
"Proposal"	means the Proposal submitted by the Contractor to the Landscape Mauritius Ltd on
"Schedule of Rates"	means the Schedule of Rates set out in Schedule 3
"Works"	means the maintenance, repairs, and rehabilitation of Landscape infrastructures and minor building construction works detailed in Schedule 1
"Works Framework Contractors"	means the Contractors appointed as Works Framework Contractors under the Framework Agreement
"Staff"	means all persons employed by the Contractor together with the Contractor's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts
"Standard Works"	means the standard works referred to in Schedule 1
"Standard Works Award Criteria"	means the award criteria to be applied for the award of Call-Off Contracts for Standard Works as set out in Schedule 2
"Term"	means the period commencing on the Commencement Date and ending 24 months later or on earlier termination of this Framework Agreement
"Working Days"	means any day other than a, Sunday, or public holiday in the Republic of Mauritius
"Year"	means a calendar year

1.1 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:-

1.1.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.1.2 words importing the masculine include the feminine and the neuter;

- 1.1.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.1.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.1.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.1.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- 1.1.7 references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;
- 1.1.8 references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered;
- 1.1.9 reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
- 1.1.10 in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

2. **STATEMENT OF INTENT**

- 2.1 In delivering the Works, the Contractor shall operate at all times in accordance with any and all of the Landscape Mauritius Ltd published objectives and in accordance with the following objectives and statement of intent:-
 - 2.1.1 the Contractor has been appointed and the Landscape Mauritius Ltd has entered into this Framework Agreement on the basis of the Contractor's response to the Invitation For Framework Agreement (IFB) and in particular, the representations made by the Contractor to the Landscape Mauritius Ltd in relation to its competence, professionalism and ability to provide the Works in an efficient and cost effective manner.
- 2.2 Clause 2 is an introduction to this Framework Agreement and does not expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions of this Framework Agreement, except and to the extent that those terms and conditions do not address a particular

circumstance, or are otherwise ambiguous, in which case those terms and conditions are to be interpreted and construed so as to give full effect to Clause 2.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

3. TERM OF FRAMEWORK AGREEMENT³

The Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term.

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 This Framework Agreement governs the relationship between the Landscape Mauritius Ltd and the Contractor in respect of the provision of the Works by the Contractor to the Landscape Mauritius Ltd.
- 4.2 The Landscape Mauritius Ltd and (subject to the following provisions of this Clause 4.2) may at its absolute discretion and from time to time order Works from the Contractor in accordance with the Ordering Procedure during the Term. The Contractor acknowledge and agree that Landscape Mauritius Ltd has the right to order Works pursuant to this Framework Agreement provided that it complies at all times with the Ordering Procedure as agreed between the contractor and the Contracting entity.
- 4.3 The Contractor acknowledges that there is no obligation for the Landscape Mauritius Ltd to procure any Works from the Contractor during the Term.
- 4.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Landscape Mauritius Ltd in respect of the total quantities or values of the Works to be ordered pursuant to this Framework Agreement and the Contractor acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

5. CONTRACTOR'S APPOINTMENT

The Landscape Mauritius Ltd appoints the Contractor as a potential Contractor of the Works referred to in the Contractor's lot(s) and the Contractor shall be eligible to be considered for the award of Orders for such Works by the Landscape Mauritius Ltd the Term.

6. NON-EXCLUSIVITY

The Contractor acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Landscape Mauritius Ltd for Works from the Contractor and that the Landscape Mauritius Ltd is at all times entitled to enter into

³ The term of the Framework Agreement should not exceed three years.

other contracts and arrangements with other Contractors for the provision of any or all works which are the same as or similar to the Works.

7. AWARD PROCEDURES

Awards under the Framework Agreement

- 7.1 If Landscape Mauritius Ltd decides to allocate Works through the Framework Agreement then it may award its Standard Works requirements in accordance with the terms laid down in this Framework Agreement. Selection of the contractor will be done among the three selected contractor for each lot based on the lowest evaluated price.

Standard Works (Awards without re-opening Competition)

- 7.2 In the eventuality that the proposed standard works comprise of items of work which are not listed in the schedule of rates, the Landscape Mauritius Ltd may seek a quotation for the said items of work from the contractors selected for the lot giving them all the particulars of the works items within a set time frame. The Landscape Mauritius Ltd will then use the rates quoted along with the rates for the other items in the call-off exercise in order to determine the best evaluated price for awarding the call-off and also for any other works in the said district comprising this item.

When ordering Standard Works under the Framework Agreement the Landscape Mauritius Ltd shall:-

- 7.2.1 identify the relevant Works Framework lots(s) which its Standard Works requirements fall into;
- 7.2.2 apply the Standard Works Award Criteria to the information set out in Schedule 2 (Works and Lots) and Schedule 3 (Schedule of Rates) in relation to each Works Framework Contractor appointed under the relevant Works Framework Lot.
- 7.2.3 award its Standard Works requirement to the Works Framework Contractor whose rates result into the lowest price for the works using the Standard Works Award Criteria;
- 7.2.4 place an Order with the successful Works Framework Contractor which:-
1. states the Standard Works requirements;
 2. identifies the Works Framework Lot in which the award is made;
 3. states the price payable for the Standard Works requirements in accordance with the Schedule of Rates applicable for the relevant Works Framework Lot; and
 4. incorporates the Call-Off Terms and Conditions.
- 7.3 Notwithstanding the fact that the Contracting entity has followed the procedure set out above in this Clause 7, the Contracting entity shall be entitled at all times to decline to make an

award for its Services requirements. Nothing in this Framework Agreement shall oblige the Contracting entity to place any Order for Services.

Form of Order

7.4 Subject to Clauses 7.1 to 7.2 above, the Contracting entity may place an Order with the Contractor by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Contractor including systems of ordering involving facsimile, electronic mail or other on-line solutions.⁴ The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this Clause 7.4 shall not constitute an Order under this Framework Agreement.

Accepting Orders

7.5 Following receipt of an Order, the Contractor shall promptly and in any event within three (3) Working Days acknowledge receipt of the Order and notify the Contracting entity that it accepts the Order by signing and returning the Order Form or as otherwise agreed by the contractor and the contracting entity.

7.6 The Selected Contractor in agreeing to accept such an Order pursuant to Clause 7.5 above shall enter a Call-Off Contract with the Contracting entity for the provision of Works referred to in that Order. A Call-Off Contract shall be formed on the contracting entity's receipt of the signed Order Form provided by the Contractor (or such similar or analogous form agreed with the Contractor) pursuant to Clause 7.5.

PART TWO: CONTRACTOR'S GENERAL FRAMEWORK OBLIGATIONS

8. WARRANTIES AND REPRESENTATIONS

8.1 The Contractor warrants and represents to the Landscape Mauritius Ltd that:-

8.1.1 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;

8.1.2 this Framework Agreement is executed by a duly authorised representative of the Contractor;

8.1.3 in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;

8.1.4 as at the Commencement Date, all information, statements and representations contained in the Proposal and the response to the selection process for the Works are true, accurate and not misleading save as may have been specifically disclosed in writing to the Landscape Mauritius Ltd prior to the execution of this Framework

⁴ The Order Form set out at Schedule 4 is fundamental to the operation of the Framework Agreement. Lead Organisation should take into account all relevant circumstances before amending the form set out in Schedule 4 and should always take its own legal advice before making any amendments.

Agreement and it will promptly advise the Landscape Mauritius Ltd of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

- 8.1.5 it has not entered into any agreement with any other person with the aim of preventing proposals being made or as to the fixing or adjusting of rates and prices of any proposal or the conditions on which any proposal is made in respect of the Framework Agreement;
- 8.1.6 it has not caused or induced any person to enter such agreement referred to in Clause 8.1.5 above;
- 8.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other proposal for Works under the Framework Agreement;
- 8.1.8 It has not committed any offence under the Prevention of Corruption Act 2002.
- 8.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the Authority or Other Contracting Bodies;
- 8.1.10 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the Landscape Mauritius Ltd or other contracting public bodies;
- 8.1.11 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator, or similar officer in relation to any of the Contractor's assets or revenue; and
- 8.1.12 in the three (3) years prior to the date of this Framework Agreement: -
 - 1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it;
 - 2. it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and
 - 3. it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Contractor's position as an on-going business concern or its ability to fulfil its obligations under this Framework Agreement.

9. **CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

- 9.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Landscape Mauritius Ltd or any other person employed by or on behalf of the Landscape Mauritius Ltd any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Framework Agreement, any Call-Off Contract or any other contract with the Landscape Mauritius Ltd or any other person employed by or on behalf of the Landscape Mauritius Ltd, or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Act 2002.
- 9.2 The Contractor warrants that it has not paid commission nor agreed to pay any commission to the Landscape Mauritius Ltd or any person employed by or on behalf of the Landscape Mauritius Ltd or any other public body in connection with this Framework Agreement, any Call-Off Contract or any other contract with the Landscape Mauritius Ltd or any other public body or person employed by or on behalf of the Landscape Mauritius Ltd.
- 9.3 If the Contractor, its Staff, or any person acting on the Contractor's behalf, engages in conduct prohibited by Clauses 9.1 or 9.2 above or commits any offence under the Prevention of Corruption Act 2002 the Landscape Mauritius Ltd may: -
- 9.3.1 terminate the Framework Agreement with immediate effect by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the Landscape Mauritius Ltd resulting from the termination; or
 - 9.3.2 recover in full from the Contractor and the Contractor shall indemnify the Landscape Mauritius Ltd in full from and against any other loss sustained by the Landscape Mauritius Ltd in consequence of any breach of this Clause, whether or not the Framework Agreement has been terminated.

10. **CONFLICTS OF INTEREST**

- 10.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where (in the reasonable opinion of the Landscape Mauritius Ltd there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to the Landscape Mauritius Ltd and other contracting public bodies under the provisions of this Framework Agreement or any Call-Off Contract.
- 10.2 The Contractor shall promptly notify and provide full particulars to the Landscape Mauritius Ltd if such conflict referred to in Clause 10.1 above arises or is reasonably foreseeable to arise.
- 10.3 The Landscape Mauritius Ltd reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the Landscape Mauritius Ltd, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Landscape Mauritius Ltd under the provisions of this Framework Agreement or any Call-Off Contract. The action of the Landscape Mauritius Ltd pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Landscape Mauritius Ltd.

10.4 This Clause shall apply during the Term and for a period of [two (2) years]⁵ after its termination or expiry.

11. **SAFEGUARD AGAINST FRAUD**

The Contractor shall safeguard the Landscape Mauritius Ltd funding of the Framework Agreement and any Call-Off Contract against Fraud generally and, in particular, Fraud on the part of the Contractor or its Staff. The Contractor shall notify the Landscape Mauritius Ltd immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

12. **CALL-OFF CONTRACT PERFORMANCE**

12.1 The Contractor shall perform all Call-Off Contracts entered into with the Landscape Mauritius Ltd in accordance with: -

12.1.1 the requirements of this Framework Agreement; and

12.1.2 the terms and conditions of the respective Call-Off Contracts.

12.2 In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of this Framework Agreement shall prevail.

13. **PRICES FOR WORKS**

13.1 The prices offered by the Contractor for Call - Off Contracts to Landscape Mauritius Ltd for Standard Works shall be the prices listed in the Schedule of Rates (Schedule 3) for the relevant Contractor's lot subject to Clause 7.2 above.

14. **STATUTORY REQUIREMENTS**

The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

15. **NON-DISCRIMINATION**

15.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, or otherwise).

15.2 The Contractor shall take all reasonable steps to secure the observance of Clause 15.1 by all servants employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Framework Agreement.

PART THREE: CONTRACTOR'S INFORMATION OBLIGATIONS

⁵ Lead Organisation to consider the appropriate period of time given the subject matter of the Framework Agreement

16. PROVISION OF MANAGEMENT INFORMATION

- 16.1 The Contractor shall submit Management Information to the Landscape Mauritius Ltd in the form set out in Schedule 6 throughout the Term on the last day of every Month and thereafter in respect of any Call-Off Contract entered into.
- 16.2 The Landscape Mauritius Ltd may make changes to the Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) month's written notice of any changes.

17. RECORDS AND AUDIT ACCESS

- 17.1 The Contractor shall keep and maintain until [two (2) years]⁶ after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Works provided under it, the Call-Off Contracts entered into with contracting public bodies and the amounts paid by each contracting body.
- 17.2 The Contractor shall keep the records and accounts referred to in Clause 17.1 above in accordance with good accountancy practice.
- 17.3 The Contractor shall afford the Landscape Mauritius Ltd (or relevant contracting body) and/or the Auditor such access to such records and accounts as may be required from time to time.
- 17.4 The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Term and for a period of [six (6)]⁷ years after expiry of the Term to the Landscape Mauritius Ltd (or relevant contracting body) and the Auditor.
- 17.5 The Landscape Mauritius Ltd shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Works pursuant to the Call-Off Contracts, save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Landscape Mauritius Ltd.
- 17.6 Subject to the Landscape Mauritius Ltd rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, within the scope of the Audit;
- 17.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 17, unless the Audit reveals a Material Default by the Contractor in which case the Contractor shall reimburse the Landscape Mauritius Ltd for the Landscape Mauritius Ltd's (or relevant contracting body) reasonable costs incurred in relation to the Audit.

18. CONFIDENTIALITY⁸

⁶ Lead Organisation to consider length of retention periods taking into account liability limitation periods and potential length of call-off contracts under the Framework Agreement.

⁷ Comments as at footnote 24.

⁸ Lead Organisation to consider whether a full confidentiality clause is appropriate or whether the subject matter of the Framework Agreement requires a short form confidentiality clause.

18.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:

- (a) treat the other Party's Confidential Information as confidential [and safeguard it accordingly]; and
- (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

19. PUBLICITY

19.1 Unless otherwise directed by the Landscape Mauritius Ltd, the Contractor shall not make any press announcements or publicise this Framework Agreement in any way without the Landscape Mauritius Ltd 's prior written consent.

19.2 The Landscape Mauritius Ltd shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Landscape Mauritius Ltd, including any examination of this Framework Agreement by the Auditor or otherwise.

19.3 The Contractor shall not do anything which may damage the reputation of the Landscape Mauritius Ltd or bring the Landscape Mauritius Ltd into disrepute.

PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

20. TERMINATION

Termination on Default

20.1 The Landscape Mauritius Ltd may terminate the Framework Agreement by serving written notice on the Contractor with effect from the date specified in such notice:-

20.1.1 where the Contractor commits a Material Default and: -

- 1. the Contractor has not remedied the Material Default to the satisfaction of the Landscape Mauritius Ltd within [ten (10)] calendar Days, or such other period as may be specified by the Landscape Mauritius Ltd, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
- 2. the Material Default is not, in the reasonable opinion of Landscape Mauritius Ltd, capable of remedy; or

20.1.2 where the Contractor declines to accept an order

20.1.3 where the contracting entity terminates a Call-Off Contract awarded to the Contractor under this Framework Agreement as a consequence of default by the Contractor.

Termination on Financial Standing

- 20.2 The Landscape Mauritius Ltd may terminate the Framework Agreement by serving notice on the Contractor in writing with effect from the date specified in such notice where (in the reasonable opinion of the Landscape Mauritius Ltd, there is a material detrimental change in the financial standing and/or the credit rating of the Contractor which adversely impacts on the Contractor's ability to supply Works under this Framework Agreement.

Termination for Insolvency and Change of Control

- 20.3 The Landscape Mauritius Ltd may at any time terminate the Agreement by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Landscape Mauritius Ltd.

Termination for convenience by Landscape Mauritius Ltd

- 20.4 Landscape Mauritius Ltd shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving one month written notice to the Contractor.

21. SUSPENSION OF CONTRACTOR'S APPOINTMENT

Without prejudice to the Landscape Mauritius Ltd rights to terminate the Framework Agreement in Clause 20 above, if a right to terminate this Framework Agreement arises in accordance with Clause 20, the Landscape Mauritius Ltd may suspend the Contractor's appointment to supply Works in any or all Contractor's lots by giving notice in writing to the Contractor. If the Landscape Mauritius Ltd provides notice to the Contractor in accordance with this Clause 21, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor by the Landscape Mauritius Ltd in writing from time to time.

22. CONSEQUENCES OF TERMINATION AND EXPIRY

- 22.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Contractor shall continue to fulfill its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under Clause 22.
- 22.2 Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 22.3 Within [twenty eight (28)]⁹ Working Days of the date of termination or expiry of the Framework Agreement, the Contractor shall return to the Landscape Mauritius Ltd any data and Confidential Information belonging to the Landscape Mauritius Ltd in the Contractor's possession, power or control, either in its then current format or in a format nominated by the Landscape (in which event the Landscape Mauritius Ltd will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Landscape

⁹ Lead Organisation to consider appropriate time limits

Mauritius Ltd , save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.

22.4 The Landscape Mauritius Ltd shall be entitled to require access to data or information arising from the provision of the Works from the Contractor until the latest of:-

22.4.1 the expiry of a period of [twelve (12) Months] following termination or expiry of the Framework Agreement; or

22.4.2 the expiry of a period of [six (6 Months)] following the date on which the Contractor ceases to provide Works under any Call-Off Contract.¹⁰

22.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

22.6 The provisions of Clauses 8, 9, 10, 11, 17, 18, 23 and 33 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

PART FIVE: INSURANCE -

23. **INSURANCE**

23.1 The Contractor shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Contractor under this Framework Agreement including death or personal injury, or loss of or damage to property and as specified elsewhere in the bidding document.

23.2 The Contractor shall effect and maintain the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement: -

23.2.1 public liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time;

23.2.2 employers' liability insurance; and

23.2.3 works, plants and equipment

23.2.4 loss or damage of equipment; and

23.2.5 Professional Indemnity insurance cover

23.3 Any excess or deductibles under such insurance (referred to in Clause 23.1 and Clause 23.2) shall be the sole and exclusive responsibility of the Contractor.

¹⁰ Lead Organisation to consider retention periods in relation to the subject matter of the Framework Agreement.

- 23.4 The terms of any insurance or the amount of cover shall not relieve the Contractor of any other liabilities arising under the Framework Agreement.
- 23.5 The Contractor shall produce to the Landscape Mauritius Ltd , on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 23.6 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Framework Agreement then the Landscape Mauritius Ltd may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

PART SIX: OTHER PROVISIONS

24. TRANSFER AND SUBCONTRACTING

- 24.1 The Framework Agreement is personal to the Contractor and the Contractor shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of the Landscape Mauritius Ltd. The Contractor shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
- 24.2 The Landscape Mauritius Ltd shall be entitled to: -
- 24.2.1 assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to any other contracting body provided that such assignment, novation or disposals shall not increase the burden of the Contractor's obligations under the Framework Agreement.

25. VARIATIONS TO THE FRAMEWORK AGREEMENT

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 8.

26. SEVERABILITY

- 26.1 If any provision of the Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.

27. CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Framework Agreement, all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

28. **WAIVER**

- 28.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.
- 28.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 30.
- 28.3 A waiver of any right or remedy arising from a breach of the Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

29. **ENTIRE AGREEMENT**

- 29.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 29.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.
- 29.3 Nothing in this Clause 29 shall operate to exclude Fraud or fraudulent misrepresentation.

30. **NOTICES**

- 30.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
- 30.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 31.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 30.3 For the purposes of Clause 31.2, the address of each Party shall be:¹¹

- 30.3.1 For the Landscape Mauritius Ltd: -

¹¹ To be inserted.

**The Chief Executive Officer,
Landscape Mauritius Ltd,
7th Floor, Wing A
Shri Atal Bihari Vajpayee Tower,
Ebene**

30.3.2 For the Contractor: -

30.4 Either Party may change its address for service by serving a notice in accordance with this Clause.

31. COMPLAINTS HANDLING AND RESOLUTION

31.1 The Contractor shall notify the Landscape Mauritius Ltd of any Complaint within [two (2)] Working Days of becoming aware of that Complaint and such notice shall contain full details of the Contractor's plans to resolve such Complaint.

31.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Contractor to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Contractor shall use its best endeavours to resolve the Complaint within [ten (10)] Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

31.3 Within [two (2)] Working Days of a request by Landscape Mauritius Ltd, the Contractor shall provide full details of a Complaint to Landscape Mauritius Ltd, including details of steps taken to its resolution.

32. DISPUTE RESOLUTION

32.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within [twenty (20)] Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to [those persons identified in Clause 30 above.]

32.2 If the dispute cannot be resolved, either Party shall refer the dispute to any competent Court in Mauritius.

33. LAW AND JURISDICTION

Subject to the provisions of Clause 31 and Clause 32, the Landscape Mauritius Ltd and the Contractor accept the exclusive jurisdiction of Mauritian Courts and agree that the Framework Agreement is to be governed by and construed according to the Laws of the Republic of Mauritius.

SIGNED by or on behalf of the Parties on the date which first appears in the Framework Agreement

SIGNED by

for and on behalf of the **Landscape Mauritius Ltd**

Name:

Designation:

Name:

Designation:

SIGNED by

for and on behalf of the **Contractor**

**SERVICES
PART A**

THE SERVICES¹²

Maintenance, Repairs and Upgrading of Landscape Industrial Buildings

The works to be executed concern routine, periodic maintenance works and minor constructions, including new works, of buildings and associated infrastructures for Landscape Mauritius Ltd including but not limited to block works, carpentry, flooring, aluminium and pvc openings, partitioning, pavements, plastering and wall tiling, painting, plumbing, metal works, fill materials, heavy-duty vinyl, waterproofing, etc. over a period of twenty-four months. The works are more fully described in section IV – Works requirements.

To allow works to be carried out simultaneously in different sites, the framework agreement shall allow for not awarding works contract to the same Contractor if

- (a) the aggregate value of contracts under execution by that contractor at any one time through the framework has reached 75 % or more of its average annual construction turnover or
or
- (b) if the work of the contractor on previous call offs are repeatedly unsatisfactory giving rise to many or frequent remedial works or are unreasonably delayed for reasons beyond unforeseen or abnormal circumstances.

In all cases the Contractor will not be entrusted works to a value exceeding the ceiling for which he is eligible as per his grading with the CIDB.

¹² Lead organisation to complete.

PART B

SERVICES FRAMEWORK SITES

Works under this framework agreement shall be allocated in the following Site:

No.	SITE	Number of concrete buildings
1.	Argy, Flacq	2
2.	Central Flacq	1
3.	Beau Vallon	3
4.	Bambous	3
5.	Bel Air	2
6.	Goodlands	1
7.	Nouvelle France	1
8.	Quartier Militaire	2
9.	Forest Side	1
10.	Grand Bois	3
11.	Trois Boutiques	1
12.	Riviere du Rempart	3
Total building		23

SCHEDULE 2

AWARD CRITERIA

Standard Services Award Criteria

1. Standard services shall be allocated to the contractor with the lowest price after comparing the prices of the selected contractors for the specific part of work, based on their quoted rates as detailed in schedule 3 of the framework agreement signed with each selected contractor subject to Clause 7.2.
2. The work shall be allocated to the contractor with the lowest computed price for one or more lots, subject to the contractor not having works being executed under the framework agreement, at that point in time, of a total contract amount of 75 % or more of its average annual construction turnover over the past three years.

SCHEDULE 2

[INSERT RATES QUOTED BY THE CONTRACTOR FOR THE LOTS IT HAS BEEN SELECTED]¹³

¹³ Lead organisation to complete table with price adjustment mechanism to take into account indexation, if applicable.

SCHEDULE 3

Works Order Form

Landscape Mauritius Ltd will issue Work Order through either an official letter

SCHEDULE 4

CALL-OFF TERMS AND CONDITIONS

The Procuring entity, Landscape Mauritius Ltd shall procure works through their respective works order in accordance with the terms and conditions of the Framework Agreement. The works Order shall constitute a contract between the contracting public body and the contractor as per the terms and conditions contained in Section IV – Works Requirements, Section VI – General Conditions of Contract, and Section VII – Particular Conditions of Contract which may be amended in respect of each works order.

SCHEDULE 5

MANAGEMENT INFORMATION REQUIREMENTS¹⁴

NOT APPLICABLE

¹⁴ Lead organisation to consider format and content required.

SCHEDULE 6

COMMERCIALLY SENSITIVE INFORMATION¹⁵

NOT APPLICABLE

¹⁵ Lead organization to complete

SCHEDULE 7

FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. Introduction

1.1 Schedule 8 details the scope of the variations permitted and the process to be followed where Landscape Mauritius Ltd proposes a variation to the Framework Agreement.

1.2 Landscape Mauritius Ltd may propose a variation to the Framework Agreement under Schedule 8 only where the variation does not amount to a material change in the Framework Agreement or the Services.¹⁶

2. Procedure for proposing a Variation

2.2 Except where paragraph 5 applies, Landscape Mauritius may propose a variation using the procedure contained in paragraph 2.

2.3 In order to propose a variation, Landscape Mauritius Ltd shall serve each Services Framework Provider with written notice of the proposal to vary the Framework Agreement ("Notice of Variation").

2.4 The Notice of Variation shall: -

2.4.1 contain details of the proposed variation providing sufficient information to allow each Services Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Schedules are necessary; and

2.4.2 require each Services Framework Provider to notify the Lead organisation within [14]¹⁷ days of any proposed changes to the prices set out in its Pricing Schedule.

2.5 Upon receipt of the Notice of Variation, each Services Framework Provider has [14]¹⁸ days to respond in writing with any objections to the variation.

2.6 Where the Landscape Mauritius Ltd does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Landscape Mauritius Ltd may then serve each Services Framework Provider with a written agreement detailing the variation to be signed and returned by each Services Framework Provider within [14]¹⁹ days of receipt.

2.7 Upon receipt of a signed agreement from each Services Framework Provider, the Landscape Mauritius Ltd shall notify all Services Framework Providers in writing of the commencement date of the variation.

3. Objections to a Variation

¹⁶ The Framework Agreement may only be varied in very limited circumstances and the Lead organisation should always take its own legal advice. .

¹⁷ Lead organisation to insert

¹⁸ Lead organisation to insert

¹⁹ Lead organisation to insert

3.2 In the event that the Landscape Mauritius Ltd receives one or more written objections to a variation, the Landscape Mauritius Ltd may: -

3.2.1 withdraw the proposed variation; or

3.2.2 propose an amendment to the variation.

4. Changes to the Pricing Schedules

4.2 Where a Services Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Schedules, the Landscape Mauritius Ltd may require further evidence from the Services Framework Provider that any additional costs to the Services Framework Provider will be kept to a minimum.

4.3 The Landscape Mauritius Ltd may require the Services Framework Provider to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation.

4.4 Where a change to a Services Framework Provider's Pricing Schedule is agreed by the Landscape Mauritius Ltd, the latter shall notify its acceptance of the change to the Services Framework Provider in writing.

4.5 In the event that the Landscape Mauritius Ltd and the Services Framework Provider cannot agree to the changes to the Pricing Schedule, the Authority may: -

4.5.1 withdraw the variation; or

4.5.2 propose an amendment to the variation

5. Variations which are not permitted

5.2 In addition to the provisions contained in paragraph 1.2, the Landscape Mauritius Ltd may not propose any variation which: -

5.2.1 may prevent one or more of the Services Framework Providers from performing its obligations under the Framework Agreement; or

5.2.2 is in contravention of any Law.

Section VI – General Conditions of Contracts

The Conditions of Contract for Construction for Building and Engineering Works designed by the Employer of FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS (FIDIC), First Edition 1999, shall apply for these works.

As the FIDIC Conditions of Contract is under copyright, bidders are requested to obtain their own copies.

Section VII – Particular Conditions of Contracts

These clauses should be read in conjunction with the General Conditions of Contract

Sub-Clause 1.1.1.5

Delete the words “document entitled” **in line 1.**

Delete Sub-Clause 1.1.2.9

Sub-Clause 1.1.5.8

Add the following after “them as appropriate” **in line 2**

“and shall consist of the Maintenance, Repairs and Rehabilitation, including New Works, of Landscape Buildings, as and when required”.

Add the following sub-clauses after sub-clause 1.1.6.9

1.1.6.10 **“Works Order”** means a written instruction for a Work, as defined under the contract, issued by the Engineer on behalf of the Employer, and priced according to the list of rates for items submitted by the Contractor in his Bid and accepted by the Employer through the Letter of Acceptance. Each Works Order shall be construed and treated as an independent Contract and shall be subject to all clauses of these Conditions of Contract, except for Clause 4.2 Performance Security and Preference Security and Clause 18 Insurances.

1.1.6.11 **“Tender”** has the same meaning as **“Bid”**

Clause 1.5 Priority of Documents

Delete the listed documents (a) to (h) and replace by:

- (1) The Framework Agreement, including the Schedule of Rates/Bills of Quantities;
- (2) The Letter of Acceptance;
- (3) The Bid, its Appendices, and Addenda (if any);
- (4) Works Orders or Call Off Contract;
- (5) The Particular Conditions of Contract;
- (6) The General Conditions of Contract;
- (7) The Technical Specifications;
- (8) The Drawings;
- (9) The Description of Works;
- (10) The Dayworks Schedules and
- (11) Any other document forming part of the Contract.

Add the following before the last paragraph:

Before the start of Works, the Contractor must check all the documents submitted and notify the Engineer of any errors, omissions, or contradictions therein.

Clause 1.8 Care and Supply of Documents

Delete the words “two copies” in line 2 and replace by “one copy”

Delete paragraph 3 and replace by “The Contractor shall provide the Engineer with an instruction book (with triplicates) and shall keep, on site, one copy of the written instructions issued by the Engineer or Engineer’s Representatives.

Clause 1.9 Delayed Drawings or Instructions

Delete the word “notice” in line 1 and replace by “advance notice of at least 14 days”

Add the following clauses after Clause 1.14 “Joint and Several Liability”

Clause 1.15 Type of Contract

This Contract is a Firm and Fixed Rates contract.

The Contract is drawn up on a priced Bills of Quantities for the itemized or lump sum prices of the Permanent Works executed.

The itemized prices include, without exception, all the Contractor’s expense incurred in executing the complete Works as set out in the Contract, overheads, profit as well as fees, taxes, duties, general expenses, incidental expenses incurred as a direct consequence of the Works and particularly:

- (i.) salaries and welfare contributions,
- (ii.) amortization and depreciation of equipment,
- (iii.) imported and non-imported consumables,
- (iv.) general expenses,
- (v.) various fees, taxes, duties, charges and levies, (excluding VAT)
- (vi.) all forms of insurance, bonds and guarantees,
- (vii.) attendance, overheads and profit.

Sub-Clause 1.16 Non-Liability

Neither any Public Official nor any member or officer of the Employer nor the Engineer nor any of his or their employees shall be in anyway personally bound or liable for the acts or obligations of the Contractor under this Contract or answerable for any default or omission in the observance or performance of any of the acts, matter or things which are herein contained.

Clause 2.4 Employer’s Financial Arrangement

Delete Clause 2.4

Clause 3.1 Engineer’s Duties and Authority

Add the following as paragraph 3:

The Engineer shall have no authority to amend the Contract.

However, notwithstanding the obligation, as set out above, to obtain approval, if in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an

addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

The Engineer shall issue **Works Orders** as and when required to indicate to the Contractor the works to be done in this Contract. The Works Order shall be issued following a site visit carried out by the Engineer and the Contractor during which the Engineer will indicate to the Contractor the works to be carried out and the two parties will agree on the commencement date and completion date. The items of works, the commencement date and completion date will be indicated in the Works Order issued by the Engineer

Clause 3.3 Instructions of the Engineer

Delete the words in paragraph (c) “within two working days” and replace by “within 7 working days”

Add the following after last paragraph:

Notwithstanding the above, if in the opinion of the Contractor an instruction goes beyond his contractual obligations and which may give rise to claims, he shall give notice of his intention to claims to the Engineer within fourteen days of the date of such instruction. Beyond that period of fourteen days no claim shall be accepted. Such claim shall not suspend the execution of the written instructions unless the Engineer instructs otherwise.

Clause 4.2 Performance Security

Renumber the content of Clause 4.2 as 4.2 (i)

Delete the words “The Performance Security shall ... approved by the Employer” in paragraph 2 and replace by

Such security applicable to all works orders, amounting to the sum stated in the Appendix to Tender, shall be established in Mauritian Rupees and in the form prescribed in the Contract. Such security shall be submitted within fourteen (14) days of the receipt of notification to subscribe to the framework agreement from the Employer and shall be in the prescribed format annexed to the framework agreement document and shall be furnished by a bank in Mauritius, licensed under the Banking Act.

In the event the contractor is in breach of obligations during the execution of any work order, the Employer shall forfeit an amount equivalent to 10% of the total amount of that works order under the specific Call Off only, from the performance security.

The contractor shall at all times reinstate the amount of the performance security to the original amount defined in the Appendix to Tender following any decrease in the amount of the performance security as a result of any forfeiture by the Employer due to the contractor’s breach of obligation for execution of works.

Add the following words after “default to be remedied” in paragraph (c) “In which event, the Employer may claim an amount 10% higher than the estimate for the remedial works, should same had been undertaken by the Contractor.”

Add the following paragraph after paragraph (d):

(e) for any default of the Contractor in the performance of his obligations and duties under the contract.

Replace last paragraph by: “The Employer shall return the Performance security to the Contractor within 21 days after receiving a copy of the Performance Certificate for the final works order completed under the framework agreement”.

Clause 4.3 Contractor’s Representative

Add the following after first paragraph:

“The Contractor’s Representative shall have at least five years’ experience in building works and shall be to the Engineer’s approval.”

Clause 4.4 Subcontractors

Delete paragraph (d) and replace by

(d) When making application for subcontracting any part of the Works for which the Subcontractor is not already named in the Contract, or for replacing a named Subcontractor, the Contractor shall submit the particulars of the proposed Subcontractor and of the part of Works to be subcontracted for approval by the Engineer, at least four weeks before such Subcontractor is due to start work. Rejection of such application by the Engineer shall not entitle the Contractor to any claim whatsoever.

Clause 4.5 Assignment of Benefits of Subcontract

Delete Clause 4.5

Clause 4.9 Quality Assurance

Add the following after last paragraph:

The Contractor is to be solely responsible for the supply of all the materials required for the execution of the Works. He shall ascertain himself of the availability of such materials.

The Contractor shall guarantee the strength and quality of all materials supplied by him and all workmanship and he shall not be relieved of any of his obligations with respect to the sufficiency of the materials and work by reason of no objection having been made by the Engineer although the same may have been inspected by him in regular course. The Contractor shall furnish all information as to the quality, weight, constituent substances, dimension, levels, strength and description of the materials and work and give the Engineer such particulars as may be required.

Clause 4.10 Site Data

Delete Clause 4.10 and replace by:

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works and has satisfied himself of the following:

- (i.) The general condition for carrying out the work, and in particular the equipment necessary for the proper execution of the Works,
- (ii.) the location of the Works,

- (iii.) the physical conditions of the Site,
- (iv.) meteorological and climatic conditions, possibility of flooding, depth of the water table, the wind velocity, etc.,
- (v.) local conditions especially those concerning supply of materials, such as aggregates, cement, etc.,
- (vi.) means of communication and transport,
- (vii.) supply of electricity, water, fuel, etc.,
- (viii.) availability of manpower,
- (ix.) laws and regulations governing the employment of local and overseas labour,
- (x.) all the constraints imposed by the social, monetary and customs legislation in force in Mauritius,
- (xi.) all circumstances likely to have a bearing on the execution of the Works or on its costs.

The Contractor shall be fully responsible for obtaining all necessary information and for its interpretation. He must not assume that exhaustive investigation has been done on the nature of the Site; he must carry out his own investigation work any time he considers it necessary for the proper execution and completion of the Works.

Clause 4.14 Avoidance of Interference

Add the following paragraph after last paragraph

Before starting the works the Contractor shall search for the presence of existing underground network (electricity, water, telephone, etc...) in the lots covered by the works. He shall determine the position of the network by any suitable means and shall take necessary precautions to protect the cables or pipes against any damage. Any damage caused to cables or pipes by the Contractor's staff or equipment will be repaired at the Contractor's own cost.

Clause 4.24 Fossils

Add the following paragraph after last paragraph:

All materials and things of any kind obtained from demolition, excavation or found on or under the Site or on or under any additional site which the Contractor may be allowed to occupy, shall remain the property of the Employer and shall not be used in the Works or sold or otherwise disposed of without the written authorization of the Engineer.

Clause 6.1 Engagement of Staff and Labour

Add the following paragraph after first paragraph:

Wherever applicable, the Contractor shall make use of the services of the Mauritius Employment Exchange, one of whose objectives is to assist employers where possible in the recruitment of labour to suit their requirements. The Contractor shall consult the Ministry of Labour, Human Resource Development and Training with this objective in mind.

Clause 6.2 Rates of Wages and Conditions of Labour

Add the following after first paragraph:

And/or which have been prescribed by appropriate remuneration orders.

The Contractor shall certify within seven days of his being required to do so by the Engineer, that to the best of his knowledge and belief, the wages, hours of work and conditions of labour of all work people employed by him in the trade or industry in which he is offering himself as a contractor are fair and reasonable having regard to the provisions set out.

Clause 6.4 Labour Laws

Add the following words after “safety at work” in the last paragraph “and appropriate remuneration orders.”

Add the following words after last paragraph:

Additionally, the Contractor shall recognize the freedom of his workers to be members of registered trade unions.

Clause 6.5 Working Hours

Add the following paragraph after last paragraph:

Should the Contractor be allowed to work outside normal working hours, he shall do so in such a way so as not to cause disturbance to inhabitants or establishments adjoining the Site. Should the Contractor be allowed to work outside normal working hours, he shall not be entitled to any additional payment.

Should any steps, taken by the Contractor in meeting his obligations under this Sub-clause, causes the Engineer, or his approved Representative, to carry out supervision works outside the normal working hours, the costs of such supervision shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, either by deduction from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Clause 6.7 Health and Safety

Add the following paragraph after last paragraph:

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out regulations, orders and requirements as may be made by the Landscape or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Add the following clauses after Clause 6.11:

Clause 6.12 Work by Sub-Contractors

For the purpose of the Contract, a Subcontractor employed by the Contractor shall be deemed to be employees of the Contractor. Such Sub-Contractor shall be required to abide by and respect observance of the provisions of all clauses of the Contract pertaining to the duties, responsibilities, and behaviour of the Contractor's employees.

Clause 6.13 Alcoholic Liquor or Drugs, arms and ammunition

The Contractor shall not, otherwise than in accordance with the Statutes Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his subcontractors, agents or employees.

Additionally, the Contractor shall not give, barter, or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or suffer the same as aforesaid

Clause 7.2 Samples

Delete Clause 7.2 and replace by:

The Contractor shall submit, upon request, samples of materials to be used for or for incorporation in the works, along with relevant technical information to the Engineer, for approval, prior to using such materials in or for the works.

Each sample shall be labelled as to its origin and its intended use in the works. The costs of all samples shall be borne by the Contractor.

Clause 7.3 Inspection

Add the following paragraph after last paragraph:

Should the Contract documents, the Engineer's instructions or the legal or statutory provisions stipulate that a part of the Works is to be specially checked or approved; the Contractor must notify the Engineer at least 48 hours prior to the time when the work shall be ready for inspection.

Should the inspection fall within the jurisprudence of statutory provisions of an authority other than that of the Engineer, the Contractor must notify this authority, with copy to the Engineer, of the date when the inspection is to be done.

Clause 7.4 Testing

Add the following words after "The Contractor shall provide" in line 1 of Paragraph 2, "at his own cost,"

Clause 8.1 Commencement of Works

Delete first paragraph and replace by "The Commencement dates shall be as indicated in the works orders".

Clause 8.3 Programme

Delete the words in line 1 paragraph 1, "28 days" and replace by "7 days, if required by the Engineer"

Add the following words after "with the Contractor's Obligations" in line 4 section (a) "and provision of any temporary access or works;"

Delete the words "within 21 days" in line 1 paragraph 2 and replace by "within 7 days"

Add the following to paragraph 2, after "when planning their activities":

The non-submission of the complete programme or its rejection by the Engineer may lead to suspension of Works. The resulting delay affecting the progress of the Works shall be the Contractor's sole responsibility.

Delete last paragraph and replace by:

If, at any time, the Engineer gives notice to the Contractor that a programme fails to comply with the Contract or is inconsistent with the actual progress of works, the Contractor shall submit, within 7 days, a revised programme for the Engineer's approval, in accordance with the provision of this clause.

In addition the Contractor shall, whenever required by the Engineer, also provide, in writing, a general description of the arrangement and method which the Contractor proposes to adopt for the execution of the Works or any part thereof.

Clause 8.4 Extension of Time for Completion

Add the following after section (e):

For the purpose of this Clause, the following will be considered as "exceptionally adverse climatic conditions"

CONDITIONS	INTENSITY LIMIT
(i) Wind	Cyclone warning class 3 prevailing in Mauritius
(ii) Rainfall at the site causing the disruptions of works	Measurements are to be obtained from the Department of Meteorological Services for the measuring station nearest to the site to substantiate any claim. Minimum amount of rainfall shall be 5mm for waterproofing and external painting works and 10 mm for any other claim of extension of time.

The Contractor shall not be entitled to any additional payment whatsoever for any extension of time granted under exceptional adverse climatic conditions.

The Contractor shall also examine and ascertain the conditions of Works, availability of labour and materials, the nature of the site, etc. No claims for extension of time on grounds of non-availability of labour or materials shall be granted.

Clause 8.7 Delay Damages

Add the following words after [Time for Completion] in line 1 of paragraph 1 "the Contractor shall be automatically 'in mora' (en demeure) without it being necessary for the Employer to fulfill any legal formality either judicial or extra judicial especially to serve a notice "mise en demeure and"

Clause 8.10 Payment for Plants and Materials in Event of Suspension

Delete Clause 8.10.

Clause 10.1 Taking Over of the Works or Sections

Delete the words from line 5 paragraph 1 "or is deemed to have been issued"

Delete last paragraph completely

Clause 11.4 Failure to Remedy Defects

Delete the words "within a reasonable time" in line 1 paragraph 1 and replace by: "within fourteen days".

Clause 11.5 Removal of Defective Work

Delete the words in line 3 paragraph 1, "may require" and replace by "shall require"

Add the following words after "other appropriate security" in last line paragraph 1, "acceptable to the Engineer."

Clause 12.3 Evaluation

**Delete the words in paragraph 2 "However, a new rate....." up to " item in the Contract"
Delete paragraphs 3 and 4 completely.**

Clause 13.8 Adjustments for Changes in Cost

Delete this Sub-Clause in its entirety and substitute by:

"No adjustments to the contract price shall be made in respect of any rise or fall in the cost of labour, materials, and transport."

Clause 14.3 Application for Interim Payment Certificate

Delete Clause 14.3 and replace by:

14.3.1 The Contractor shall submit to the Engineer 4 copies, each signed by the Contractor's approved representative, of a statement showing the amounts to which the Contractor considers himself to be entitled in respect of:

- (a) the Permanent Works executed
- (b) temporary Works executed
- (c) any work for which Provisional Sum items are provided in the Bills of Quantities and/or
- (d) any other amount due and payable in accordance with the provisions of the Contract.

14.3.2 The rates and prices in such statements shall be those in the priced Bills of Quantities in so far as the rates and prices are applicable.

14.3.3 The Contractor shall furnish to the Engineer such evidence as the Engineer may require for the proper checking of the statement.

14.3.4 The statement shall be prepared on printed forms supplied by and at the expense of the Contractor.

14.3.5 The Employer shall pay to the Contractor on the Certification of the Engineer the amount as laid down below less all payments previously made under this Sub-clause and the amount for retention.

- (a) The amount representing the Permanent Works executed previously and such amount as the Engineer may consider fair and reasonable for any Temporary Works executed on the Site for which separate items are provided in the priced Bill of Quantities and in respect of any Lump Sums included in the priced Bill of Quantities subject, so far as regards the value of Permanent Works executed on the Site and such amounts allowed

- for any Temporary Works or Lump Sums, to a retention of the percentage named in the Appendix to Tender until the amount so retained reaches the Limit of Retention Money named in the Appendix after which no further deduction shall be made; and
- (b) Such Interim Payments shall be made within 42 (Forty-two) days of the receipt by the Employer of the Statement and the Certificate of the Engineer.

Clause 14.4 Schedule of Payments

Delete the words in line 3 of last paragraph “42 days” and replace by “7 days”

Clause 14.6 Issue of Interim Payment Certificates

Delete the words “supporting documents” in line 3 paragraph 1 and replace by “all supporting documents from the contractor,”

Clause 14.7 Payment

Delete wordings of section (b) and replace by “the amount certified in each Interim Payment Certificate within 21 days after receipt of same from the Engineer; and”

Clause 14.8 Delayed Payment

Delete whole wordings of paragraph 2 and replace by “The financial charges shall be calculated based on Repo Rate + 2%, as approved by the Bank of Mauritius and shall be paid in Mauritian rupees.”

Clause 14.9 Retention Money

Delete Clause 14.9 and replace by:

Notwithstanding the rules for payment, 10 (ten) percent of the certified value of Works shall be retained as Retention Money.

One moiety of the retention money shall be paid to the Contractor by the Employer within 42 (Forty-two) days after the issue of the Taking-Over Certificate by the Engineer with respect to the whole of the works.

The second moiety of the retention money shall be paid to the Contractor within 42 (Forty-two) days after the issue of the Performance Certificate. Provided that if at such date the Final Account for the whole of the Works inclusive of all claims shall not have been submitted to the Engineer, the Employer shall be entitled to withhold such balance of retention money until the Engineer shall have received the final account inclusive of all claims. Provided also that if at the date of the expiration of the Defects Liability Period there shall remain to be executed by the Contractor any works ordered during the Defects Notification Period the Employer shall be entitled to withhold payment until the completion of such works of so much of the balance of the retention money as shall in the opinion of the Engineer represent the cost of the work so remaining to be executed in the time, or to deduct the amount representing the unexecuted Works from the Contract Price without any compensation to the Contractor.

Notwithstanding the above, if a Taking-Over Certificate has been issued for a section or part of the Works, an equivalent portion of the Retention Money shall be certified and paid promptly. An equivalent portion of the remaining retention money shall also be certified and paid upon the expiry date of the corresponding Defects Notification Period.

Clause 14.10 Statement at Completion

Delete the words “within 84 days” in line 1 of paragraph 1 and replace by “within 45 days”.

Clause 14.13 Issue of Final Payment Certificate

Delete the words “within 28 days” in line 1 of paragraph 1 and replace by “within 45 days”.

Clause 14.15 Currencies of Payment

Delete whole wordings of Clause and replace by “The Contract shall be paid in Mauritian Rupees”.

Clause 15.1 Notice to Correct

Delete the words “within a reasonable time” in line 2 of paragraph 1 and replace by “within 28 days”.

Add the following clause after Clause 15.5 Employer’s Entitlement to Termination

Clause 15.6 Specific Grounds for Cancellation of Contract

The Employer shall be entitled to cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation:

(1) if the Contractor shall have offered or given or agreed to give to any person any bribe, gift, commission or consideration of any kind as an inducement or reward for doing or fore-bearing to do or having done or forborne to do any action in relation to obtaining executing the Contract or any other contract with the Employer or for showing of forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer

(2) Resulting from acts of fraudulent or corrupt or collusive or coercive practices. The bidder should provide accurate information on any conviction by any Court of Law for fraudulent or corrupt or collusive or coercive practice as hereunder:

- i. whether the company making the bid has been convicted of any offence;
- ii. whether the person managing/representing the company making the bid has been convicted; or
- iii. whether any other company managed/represented by that person has been convicted.

Any such conviction against the bidding company or person managing/representing the bidding company or any other company managed by that person managing/representing the bidding company may result in the rejection of the bid. Non-disclosure of such information may also result in the rejection of the bid.

The Employer may terminate the Contract, by giving not less than seven (7) days written notice of termination to the Contractor after the occurrence of any of the events specified in sections (i), (ii) and (iii) hereunder:

- i. if the Contractor, in the judgment of the client has engaged in any corrupt or fraudulent or collusive or coercive practice in competing for or in executing the Contract; and
- ii. if the Employer becomes aware during the execution of the contract that the Contractor did not disclose that he or his successors were under a declaration of ineligibility for corrupt or fraudulent or collusive or coercive practice issued by any international funding agency; or

- iii. if the Employer becomes aware after the award of the bid or during the execution of the contract that the bidder or Contractor did not disclose that, prior to making the bid, there had been any one or more of the convictions described in paragraphs 2 (i), (ii) and (iii) above.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the purchaser/employer, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser/employer of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more bidders designed to influence the action of any party in the procurement process or affect the execution of the contract; and

“coercive practice” means harming or threatening to harm directly or indirectly, persons or their relatives or their property to influence their participation in the procurement process, or affect the execution of the contract.

Clause 16.1 Contractor’s Entitlement to Suspend Work

Delete the words “21 days” in line 4 of paragraph 1 and replace by “28 days”.

Clause 16.2 Termination by Contractor

Delete the words “14 days” in line 1 of paragraph 2 and replace by “28 days”.

Clause 17.2 Contractor’s Care of the Works

Delete the following words “(or is deemed to be issued under sub-clause 10.1 [Taking Over of the Works and Sections]) from line 2 and line 3 of paragraph 1.

Delete the following words “(or is deemed to be issued) from line 5 of paragraph 1.

Clause 17.3 Employer’s Risks

Add the following words after “act of foreign enemies” in line 1 and 2 of section (a), “in so far as they relate to the country where the works are executed”.

Delete section (h) and replace by:

- (h) any operation of the forces of nature (insofar as it occurs on site), which an experienced contractor could:
- (i.) not reasonably have foreseen, or
 - (ii.) reasonably have foreseen, but against which he could neither reasonably take measures to prevent loss or damage to physical property or death or personal injury from occurring, nor reasonably insure against.

Cyclones shall be considered as a "cause arising" and shall not be regarded as an "Employer's risk".

Add the following paragraphs after sub-section (h):

Should a case arise which the Contractor considers as an Employer's risk he must send written notification of it, as soon as possible and not later than seven (7) days as from the date of such an occurrence, to the Engineer, with a copy to the Employer.

The notification shall specify, amongst other things, the effects of this Employer's risk on the normal progress of the Works.

The Engineer has twenty-one (21) days to give written confirmation that the occurrence is an Employer's risk.

During the period when such an Employer's risk occurs the Contractor shall draw up, with the Engineer, a statement of the effect of the Employer's risk on the normal progress of the Works.

Clause 17.4 Consequences of Employer's Risks

Add the following words after "payment of any such costs," in line 1 of section (b), "as so determined by the Engineer,"

Clause 18.1 General Requirements for Insurances

Add the following paragraph after paragraph 1:

The Insuring Party shall be the Contractor, unless specified otherwise. The insurance policies must include a clause forbidding their cancellation without the insurer giving prior notice to the Employer.

The insurance company shall be a company registered with the "Registrar of Insurance" of Mauritius.

Add the following paragraph after last paragraph,

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 minimum insurance amounts shall be:

- a. for the Works, Plant and Materials: MUR 10,000,000 (Ten million rupees). This cover shall be in the joint name of the two parties, i.e. the Contractor and the Employer and shall include the removal of debris, professional fees, etc.
- b. for loss or damage to Equipment: Minimum MUR 500,000 (Five hundred thousand rupees) or any other amount which the Contractor deems fit, for the replacement value of the equipment that the Contractor intends to use on site until the taking over by the Employer.
- c. for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: MUR 5,000,000 (Five million rupees). This cover shall be in joint name of the two parties, i.e. the Contractor and the Employer and shall represent the value of the property that are exposed to the action of the Contractor in the execution of the Works. It will extend to the property of Landscape Mauritius Ltd as well.
- d. for personal injury or death:
 - i. of the Contractor's employees: Minimum MUR 5,000,000 (Five million rupees), or any other amount which the Contractor deems fit as adequate insurance to cover for its employees for any claim arising in the execution of the Works and shall indemnify the Employer against any claims or proceedings which may be made on the said Employer. **Evidences to be produced by the Contractor.**

- ii. Third Party Liability: MUR 5,000,000 (Five million rupees). This cover shall be in the joint name of the two parties, i.e. the Contractor and the Employer. The cover shall be for any one occurrence or a series of occurrences arising out of any one event, covering any third party, and extended to the Employer's representatives per occurrence.
- D. for loss or damage to materials off-site and on-site and for which payment has 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 the sole expense of the Contractor.

Clause 18.2 Insurance for Works and Contractor's Equipment

Add the following words after "full reinstatement cost" in line 2 of paragraph 1, "on the site of works"

Delete section (e) completely.

Clause 18.3 Insurance against Injury to Persons and Damage to Property

Add the following paragraph after paragraph 2:

The policy must specify that any employee of the Employer, the Engineer and his representatives, as well as the employees of any other company on the site are to be considered as third parties of the insurance policy.

The insurance policies must include a clause forbidding their cancellation without the insurer giving prior notice to the Employer.

The insurance company shall be a company licensed with the "Financial Services Commission" of Mauritius.

Add the following words after "... under Sub-Clause 18.2) in line 2 of section (c), "and Employer's personnel, including the Engineer and his representatives"

Clause 19.1 Definition of Force Majeure

Add the following words after "act of foreign enemies" in line 2 of section (i), "in so far as they relate to the country where the works are executed".

Clause 19.6 Optional Termination, Payment and Release

Delete the words in line 6 "7 days" and replace by "21 days".

Add the following words after "... and labour employed wholly" in line 1 of section (e), "and solely".

Delete Clauses 20.2 to 20.8 and replace by

Clause 20.2 Settlement of Disputes

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 Employer or the Contractor may give notice to the other party of its intention to refer the matter to:

“the competent courts of Mauritius”

Item	Sub-Clause	Data
Employer's Name and address	1.1.2.2 & 1.3	The Chief Executive Officer, Landscape Mauritius Ltd 7 th Floor, Wing A Shri Atal Bihari Vajpayee Tower, Ebene Tel: 467 69 00 Fax: 467 69 05
Contractor's name and address	1.1.2.3 & 1.3	[To be filled by contractor]
Engineer's Name and Address	1.1.2.4 & 1.3	The Manager, Industrial Estates 7 th Floor, Wing A Shri Atal Bihari Vajpayee Tower, Ebene Tel: 467 69 00 Fax: 467 69 05
Time for Completion of the Works	1.1.3.3	As stipulated in each Works Order
Defects Notification Period	1.1.3.7	12 calendar months for each Works Order
Electronic Transmission System	1.3	Email or Fax
Governing Law	1.4	Laws of the Republic of Mauritius
Ruling Language	1.4	English
Language for Communication	1.4	English
Time for access to the Site	2.1	On handing over of site
Amount of Performance Security	4.2	Rupees Three hundred thousand Rupees (MUR 500,000) in the prescribed format from a local commercial bank, and valid for 30 months as from the Letter of Acceptance.
Normal working hours	6.5	08:30 – 16:30 hours
Delay damages for the Works	8.7 & 14.15(b)	The higher of 0.1% of the Works Order Amount or Rs 1500 per day
Maximum amount of delay damages	8.7	10% of the Works Order amount
Total advance Payment	14.2	Not Applicable
Number and timing of installments	14.2	Not Applicable

Currencies and proportions	14.2	Not Applicable
Percentage of Retention Money	14.3	10% of the amount of works certified
Limit of Retention Money	14.3	10% of the Works Order amount
Plant and Materials for payment when shipped en route to the Site	14.5 (b)	Not Applicable
Minimum amount of Interim Payment Certificates	14.6	Rs 100,000
Currency of Payment	14.15	Mauritian Rupees (MUR)
Periods for the submission of insurance		
(a) Evidence of Insurance	18.1	14 days from the Letter of Acceptance
(b) Relevant policies	18.1	30 days from the Letter of Acceptance
Maximum amount deductible for insurance of the Employer's risks	18.2 (d)	Not applicable
Minimum amount of third-party insurance	18.3	Rs 5 million, with the number of occurrences being unlimited

Annexes

Performance Security

.....*Bank's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Body*.....

Date...

PERFORMANCE GUARANTEE No.:.....

We have been informed that*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of *name of Contract and brief description of Works*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....**Seal of bank and**

Signature(s).....