



GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS

CHANCERY AND STAFF RESIDENCES AT MAURITIUS FOR THE HIGH COMMISSION OF INDIA

PROVISION OF MAINTENANCE SERVICES

Tender Documents

A. Technical Bidding Documents

Document I

Section I - Invitation to Bidders, Pre-Contract Integrity Pact, Form of Integrity Pact Security Deposit (as Bank Guarantee), Tender Security

Section II -Instruction to Bidders

Document II

- Eligibility Document

Document III

Contract Forms

1. Form of Performance Security
2. Form of Agreement
3. Conditions of Contract
 - Short Form

Document IV

Client's Requirements

B. Financial Bidding Documents

Document V

Form of Tender (Lump Sum Fixed price to be quoted on Letter by Bidder)

Document VI

Schedule of Works and Bill of Quantities
Item/Quantity to be modified /confirmed and rate of each item to be quoted by Bidder

Employer

Government of India
High Commission of India
Plot 65 C
Cybercity, Ebene
MAURITIUS
Tel : +230 4606600

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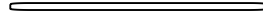
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Technical Bidding Documents

DOCUMENT I

- Invitation to Bidders
- Pre-Contract Integrity Pact
- Form of Earnest Deposit (as Bank Guarantee)
- Tender Security
- Instruction to Bidders

**SECTION I
INVITATIONS
TO BIDDERS**



**Government of India
Ministry of External Affairs**

**CHANCERY AND STAFF RESIDENCES AT MAURITIUS FOR THE HIGH COMMISSION
OF INDIA**

PROVISION OF MAINTENANCE SERVICES

Document - I

SECTION - I - INVITATION TO BIDDERS

1. The High Commission of India at Mauritius has the pleasure to invite you for and on behalf of the President of India to submit a Tender in competition, on a Yearly basis for Maintenance of The Chancery and Staff Residences at Mauritius for the High Commission of India. The Maintenance Period shall be one (1) year from date of commencement of the Services Contract and may be extended on same terms and conditions for another two (2) successive years upon satisfactory performance by the AMC firm". Bid for Maintenance Contract shall be **for Full Occupancy**

The Bid shall be on the basis of the following tender documents.

A. Technical Bidding Documents:

Document – I : Invitation to Bidders, Instructions to Bidders, Tender Security

Document – II : Eligibility Document

Document – III : Contract Forms (Performance Security, Form of Agreement, Conditions of Contract, Appendix to Tender)

Employer's Requirement

Document – IV : As Built Architect's and M&E drawings and Operational Manual

(Please note As Built Drawings, M&E Drawings and Operational Manual may be consulted at the office of Head of Chancery during working hours on prior appointment)

Documents about the Bidders, their resources, company brochures, manufacturing methodology, experience, management techniques and any other information about the Bidders can be supplied and attached by the bidders.

B. Financial Bidding Documents:

Document –V : **Form of Tender** (to be quoted on this Letter by Bidder)

Document – VI : Schedule of Maintenance Requirement

Item/Quantity to be modified/confirmed and rate of each item to be quoted by Bidder.

Purchase of Bidding Document

1.0 The Tender Document is available for free download from the following website:

www.eprocure.gov.in/cppp/index

2.0 The Tender shall be submitted up to **3.00 PM on the 05 February 2025** at the **Head of Chancery, The High Commission of India, Plot 65-C, Cybercity Ebene, Mauritius**. Any Tender received after this date and time will not be considered. Tender shall be opened on the same day at **3.30 PM**.

Any Tender received after this date and time will not be considered and will not be opened. Any such unopened Tender will be returned to respective bidder.

3.0 Tender shall be opened at **3.30 PM** on the same day at the office of the High Commission of India.

4.0 A pre-bid meeting will be held on **22 January 2025 at 10.30 AM** on site. Bidders who cannot attend will not be deprived from participating in the bidding process.

5.0 **Validity of Bid** - The Tender shall remain valid for a period of **One Hundred Eighty (180) days** from the date of the submission of the tender or up to any extended period.

6.0 **Tender Security** - The Tenderer must submit with his Tender the Tender Security/EMD/Tender Bond in the sum of **MUR 240,000.00**. EMD/Tender Bond shall be acceptable by bank transfer/bank draft/Pay order in favour of **Head of Chancery, High Commission of India, Mauritius** or bank guarantee (as per enclosed proforma in **Tender Document Section 7**). The other terms and conditions related with the EMD/Tender Bond shall remain same as mentioned in the tender document.

The tender security/EMD/Tender Bond shall remain valid for a period of **Two Hundred and Twenty-Five (225) days** from last date of submission of tender.

7.0 **Performance Security**- The **Performance Security** shall be the value of **Five Percent (5%)** of the **Accepted Contract Amount**.

- 8.0 **Forfeiture of Tender Security and Performance Guarantee** - The Tender Security and Performance Guarantee (if submitted) may be forfeited upon occurrence of any one events as specified hereunder:
- (a) If any bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the entire Tender Security absolutely.
 - (b) If Lowest Bidder fails to furnish the prescribed Performance Guarantee within the prescribed period or fail to sign the agreement in time or does not respond to request for clarification of its purpose or fails to provide required information during evaluation process, the Tender Security is absolutely forfeited automatically without any notice.
 - (c) In case the Contractor fails to commence the maintenance on commencement date as specified in the tender documents or such time period as mentioned in letter of Award or from the date of handing over to the site, whichever is later, the Employer shall without prejudice to any right or remedy, be at liberty to forfeit both the Tender Security and the Performance Guarantee (if submitted).
- 9.0 The Performance Security shall be obtained from a local reputed commercial bank in Mauritius in the format enclosed in **Section 7** of the Tender Document and shall be in the amount of **Five Percent (5%)** of the Contract Sum. The Performance Security shall be valid **60 days** up to the completion of the Contract.
- 10.0 This is a One (1) Year PRICE TENDER from date of commencement of the Services Contract. This premises shall be occupied on daily basis by about 70 to 100 personnel. Guests and visitors not exceeding 500 persons may attend the premises, on any events which shall not exceed 10 occurrences per annum. The Complex comprises of the following:
- Chancery Building about 2,660 m² in two storey height, with floor to floor height of about 4.10m and partially in triple volume, complete with long lasting interior and exterior finishes complete with Mechanical and Electrical installations, ICT network, access control, with total height of about 12.00 m from ground floor to height of parapet wall.
 - Multipurpose Hall of about 1,260 m² in single storey building in triple volume, with mezzanine floors and floor to roof height of about over 10.00 m high, with finishes and M&E services as before.
 - Staff Residences in 3 blocks, generally in 5 to 6 storeys, having 17 Apartment and with gross floor area about 4000 m² in total. Maintenance shall be to common areas and common services and having finishes and services as before.

- Main Entrance Control House in single storey, having similar finishes and M&E services.
- Secondary Gate Post in single storey having similar finishes and M&E services.
- External Work comprises of access control gates, security central mechanical boundary wall with grills, full entrance gate, exit gates, all having automatic control, entrance floors piazza, walk ways, stone cladding, underground services, stormwater drainage with water ponds and soakaways, soil and waste pipe connected to WMA main sewer network, external landscaping, outdoor lighting network, stamp and the like.
- The interior and external finishes are generally of hard and free of maintenance finishes, except some areas have timber parquet flooring and openings in wide glazing and curtain walling and generally all interior doors in semi-solid door with clear glass including timber door frame and wide timber architraves and all as shown on drawings, specifications and scope of works etc. The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his Tender and shall become fully, informed as to the extent, quality, type and character of operations involved for the maintenance of the Building. The Tenderer shall visit and acquaint himself with the Site.

11.0 Tenderer shall quote for one (1) year Maintenance Services from date of commencement of the Service Contract based on the Tender Documents and Schedule of Maintenance supplied in the Tender Documents. The quoted prices and rate shall remain fixed and final for the initial period of one (1) year. The quoted prices and rate shall be exclusive of VAT but include all cost, charges in compliance with Workers' Right Act 2019. VAT shall be reimbursed based on original VAT invoice. The Tenderer shall nevertheless complete all the works as defined in the Employers Requirement/Scope. Bidder shall consult the requisite document that is drawings, specifications, manual at the premises, as specified elsewhere.

12.0 **Date of Commencement-** Commencement date of the works shall be effected after **fourteen (14)** days from the date of issue of letter of acceptance or handing over the premises whichever is later. This 14 day period will be defined as the mobilization period.

13.0 **Period of Completion** – The Maintenance Services shall be for a minimum period of one (1) year and which may be extended on same terms and conditions for another two (2) successive years upon satisfactory performance by the AMC firm.

14.0 **Penalties and Damages** – Penalties and damages for non-conformity is tabled as Annex I which shall form part of this Contract.

15.0 Acceptance/Rejection of Tenders- The High Commission of India in Mauritius will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender. The High Commission of India in Mauritius also reserves the right to reject any tender and to annul the tendering process and reject all tenders at any time prior to Contract award, without thereby incurring any liability to tenderers.

16.0 List of Proposed Specialist Subcontractors- The Tenderer shall submit with his offer a list of Name of Sub Contractors and Specialist firms whom he proposes to use on the maintenance services in the Tender. The Indian High Commission, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause, and at no cost to the Employer.

17.0 Coordination of Maintenance- The successful Tenderer shall be responsible for coordinating his maintenance services of various disciplines and areas, MEP services and equipment and shall ensure all his work is duly coordinated between various disciplines, obtaining all the necessary information from subcontractors for the purpose of the overall programming of works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid work. The Maintenance Manager of the appointed Contractor shall designate experienced and dedicated relevant technician to assist all maintenance services provided by their subcontractors and provide all record and reports, reason of any defects in a regular and structured process. These records and reports shall be duly signed by all parties involved and countersigned by the Maintenance Manager.

Head of Chancery
High Commission of India
Plot 65 C,
Cyber City, Ebene,
MAURITIUS

ANNEX I

A.1 PENALTIES AND DAMAGES

If in consequence of any breach, negligent act or omission of the Maintenance firm in delivering of the services, the Employer incur additional expenses to remedy the situation, then the Maintenance Firm shall be held responsible for the consequences of the errors and omissions on his part or on the part of his employees in the execution of the contract. The Employer shall DEDUCT the additional expenses from the monthly fee payable to the Contract, as penalties, over and above damages which is likely to be levied due to non – performance of the Maintenance firm.

However, damages shall apply as per table given below and the amount shall be deducted at the end of month during which the occurrence(s) took place:

Description	Damages to be applied
Failure to record/update necessary entries in attendance books, asset registers, or intervention log books for more than 4 times per month	MUR 50,000
Advance dating in attendance books, asset registers, or intervention log books	MUR 5,000 per occurrence
Missing or unavailability of attendance books, asset registers, site attendance log books or intervention books for a period of more than 2 consecutive days	MUR 8,000
Failure to submit the monthly report	MUR 15,000 per occurrence
Failure to submit the monthly report as per format requested by client	MUR 10,000 per occurrence
Failure to submit reports on major fault, equipment breakdown, services interruption or damage or any other reports as requested by the Employer within maximum of 2 weeks	MUR 5,000 for 1 st occurrence and MUR 10,000 for each successive occurrence thereafter
Absence of Maintenance Manager for more than 3 consecutive days and no provision for proper replacement	MUR 10,000 for the 4th consecutive calendar day + Rs 5,000 for each additional calendar day
Failure of Maintenance Manager to assume any of his duties as listed in his scheme of duties for more than 2 times per month	MUR 5,000
Absence of Technical Officer-cum-Supervisor for more than 3 consecutive days and no provision for proper replacement	MUR 5,000 for the 4th consecutive day + MUR 3,000 for each additional day
Failure of Technical Officer-cum-Supervisor to assume any of his duties as listed in his scheme of duties for more than 2 times per month	MUR 10,000
Failure of Engineer to report on an urgent fault within 6hrs as determined by the Employer	MUR 10,000 per occurrence

Failure of Engineer to report on a non-urgent fault in 24hrs as determined by the Employer	MUR 5,000 per occurrence
Failure of Engineer to assume any of his duties as listed in his scheme of duties for more than 2 times per month	MUR 5,000
Failure of Health & Safety officer to do routine checks on a quarterly basis and providing report	MUR 25,000 per occurrence
Failure of Health & Safety officer to assume any of his other duties as listed in his scheme of duties	MUR 5,000 per occurrence
Absence of any of the support staff for more than 3 consecutive days and no provision for proper replacement	MUR 2,000 for each person for the 4 th consecutive calendar day + MUR 1,000 for each additional calendar day
Rate of absence of 50% or more of support personnel on any day	MUR 10,000 per occurrence
Rate of absence of 50% or more of key personnel on any monthly coordination meeting	MUR 25,000 per occurrence
Rate of absence of 50% or more of key personnel during 3 consecutive coordination meetings	MUR 50,000
Lateness and/or leaving workplace before normal working hours during working days of any key personnel for 5 times or more per month.	MUR 10,000 for the 5 th day + MUR 5,000 for each additional calendar day
Lateness and/or leaving workplace before normal hours during working days of any support personnel for 5 times or more per month.	MUR 5,000 for the 5 th day + MUR 2,500 for each additional calendar day

A.2 Working Hours

A 2.1 The prospective Maintenance Firm shall be deemed to have included in the contract amount, the payment of such staff and technical personnel required to maintain the building services during the normal working hours, up to 17:30 hrs during weekdays, Saturdays up to 12.00 hrs Provision for transport for its personnel shall also be included. No additional claim shall be entertained for any overtime work carried out in the normal building services as described in the Scope of Services. Normal Working starts as from 8.30 am in the morning.

Notwithstanding the above working hours, the appointed Contractor shall comply with the Workers' Right Act 2019.

A 2.2 Overtime payment shall be paid in accordance to Workers' Right Act 2019.

Overtime rate are to be as per hourly rate specified in Schedule of Activities. Working as overtime shall be instructed in writing by the Liaison Officer.

A 2.3 Maintenance Managers, Registered Engineers are however required to provide their service during odd hours, overtime, Sundays and holidays for smooth function of any events. Their quoted prices must include for the same.

Only Technician, handymen and cleaners shall be entitled for overtime.

**PRE-CONTRACT
INTEGRITY PACT**



PRE-CONTRACT INTEGRITY PACT

BETWEEN

MINISTRY OF EXTERNAL AFFAIRS

AND

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the _____ (month and year) between, on one hand, the President of India, acting through

Shri _____, (designation of the officer) _____ Ministry of External Affairs, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure for **Provision of Maintenance Services in Chancery and Staff Residences at Mauritius for the High Commission of India** and the BIDDER/Seller is willing to offer/has offered for the provision of Maintenance Services.

WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to procure the desired said premises at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following _____ transparent _____ procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Integrity Pact Security Deposit

- 5.1. While submitting bids, the BIDDER shall deposit an amount as specified in the bid document as **Integrity Pact Security Deposit**, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of High Commission of India, Mauritius.
 - (ii) A confirmed guarantee by an approved Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment. (Bank Guarantee Proforma enclosed)
 - (iii) Any other mode or through any other instrument, as stated in Bid document.
- 5.2. The **Integrity Pact Security Deposit** shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period/defects liability period whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Security in the Contract Agreement that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Integrity Pact Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and / or Integrity Pact Security Deposit (in pre-contract stage) and /or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER and with interest thereon at 2% higher than the LIBOR as declared by the Bank of Mauritius. If any outstanding payment is due to the BIDDER from the BUYER in connection with this Contract, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance security/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption by the Country where the Premises shall be implemented.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not undertaken/is not undertaking similar project at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar project was undertaken by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law and or Mauritian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to Five (5) years or completion of defects liability period of contract whichever is later and to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer.
Designation
Ministry of External Affairs

BIDDER
MANAGING DIRECTOR
Name of Bidder: _____

Name of the Director: _____

Witness
1. _____
2. _____

Witness
1. _____
2. _____

**FORM OF INTERGRITY PACT SECURITY DEPOSIT (AS BANK
GUARANTEE)**

FORM OF INTEGRITY PACT SECURITY DEPOSIT

Bank Guarantee No.....

Brief description of contract: - Provision of Maintenance Services in Chancery and Staff Residences at Mauritius for the High Commission of India.

Name and Address of Beneficiary: - President of India
represented through High Commissioner of India, Plot 65 C, Cybercity, Ebene, MAURITIUS

Date:

Whereas M/s (Name of Contractor with address)_____ have submitted their tender for provision of Maintenance Services in Chancery and Staff Residences at Mauritius for the High Commission of India, and one of the tender conditions is for the M/s (Name of Contractor with address) _____ to submit a Bank Guarantee for Integrity Pact Security Deposit amounting to **MUR 50,000**. In fulfilment of the tender conditions, we, (Name of Bank with address)_____ hereby irrevocably and unconditionally undertake to pay to you within five working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **MUR 50,000**.

This guarantee is valid for a period of **Five (5) years** and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **MUR 50, 000**.

Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*)_____ up to the (date after **five years** from *date of issue*)_____ and claims under this guarantee should be submitted not later than (date after five years from *date of issue*) _____. (*The date of issue shall be the date specified for the submission of tender*)

This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

This guarantee shall be governed and construed in accordance with the laws of the Mauritius and is governed by the United Rule for Demand Guarantee (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Mauritius Courts.

Date _____ Signatures_____

TENDER SECURITY

BANK GUARANTEE FORM OF TENDER SECURITY/EMD/TENDER BOND

Bank Guarantee No.....

Brief description of contract: Provision of Maintenance Services in Chancery and Staff Residences for Indian High Commission in Mauritius.

Name and Address of Beneficiary:- President of India

represented through High Commissioner of India, Plot 65 C, Cybercity, Ebene, MAURITIUS

Date:

Whereas M/s (Name of Contractor with address)_____have submitted their tender for Provision of Maintenance Services in Chancery and Staff Residences for Indian High Commission in Mauritius, and one of the tender conditions is for the M/s (Name of Contractor with address)_____to submit a Bank Guarantee amounting to **MUR 240, 000**. In fulfilment of the tender conditions, we, (Name of Bank with address)_____hereby irrevocably and unconditionally undertake to pay to you within five working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **MUR 240, 000**.

This guarantee is valid for a period of **225 Days** and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **MUR 240,000**. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) _____ up to the (date after **225** days from *date of issue*) _____ and claims under this guarantee should be submitted not later than (date after **225 Days** from *date of issue*) _____. (*The date of issue shall be the date set of the submission of the Bid. (i.e.)*).

This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

This guarantee shall be governed and construed in accordance with the laws of the Mauritius and is governed by the United Rule for Demand Guarantee (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Mauritius Courts.

Date _____ Signatures _____

FORM OF PERFORMANCE SECURITY

Form of Performance Security

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

Beneficiary:*Name and Address of Employer*.....

Date.....

PERFORMANCE GUARANTEE No.:.....

We have been informed that*name of the Contractor*.....
(hereinafter called "the Contractor") has entered into **Project Name** dated.with you, for
the execution of
..... (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 Employer, we *name of Bank*hereby irrevocably undertake to pay you within five working days 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 sixty days from the date of completion of the Maintenance Service Contract, 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).....

SECTION II
INSTRUCTIONS TO BIDDERS

SECTION II - INSTRUCTIONS TO BIDDERS

1.0 **Definition-** All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Bid.

2. **Bidding Documents -** The Bidding Documents comprise of:

A. Technical Bidding Documents:

- Document – I : Invitation to Bidders, Instruction to Bidders, Pre-Contract Integrity Pact, Form of Integrity Pact Security Deposit and Form of Earnest Money Deposit (EMD), Tender Security
- Document – II : Eligibility Document
- Document – III : Contract Forms (Performance Security, Advance Payment Security, Form of Agreement, Form of Design Warranty and Undertaking, Form of Warranty Agreement, Conditions of Contract, Appendix to Tender, Particular Conditions)
Specifications: Architect’s Specification and M&E Specifications
- Document – IV : Architect’s & M&E Drawings

Documents about the bidders, their resources, company brochures, construction methodology, experience, management techniques and any other information about bidders can be supplied and attached by the bidders.

B. Financial Bid Documents:

- Document –V : **Form of Tender** (Lump Sum fixed price to be quoted on this Letter by Bidder)
- Document – VI : Schedule of Works and Bill of Quantities/ Schedule Of Activities and other development works etc as applicable. Item/Quantity to be modified; /confirmed and rate of each item to be quoted by Bidder.

3.0 **Validity of Bid-** The Bid shall remain valid for a period of One Hundred Eighty (180) days from the date of the opening of the bid or up to any extended period.

4.0 **Cost of Tendering-** The Employer will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submittal of his Tender.

5.0 This is a ONE (1) YEAR Maintenance Contract commencing from the date of start for the Maintenance Services and which may be extended on same terms and conditions for another two successive years depending upon satisfactory performance of the AMC. Maintenance Services as specified in the Employer’s Requirement and detailed in the schedule of services and schedule of works. The Tenderer shall examine the tender documents and all addenda (if any) before submitting his Tender and shall become fully, informed as to the extent and nature of maintenance involve and acquaint himself with the premises and compound, in view there are various sensitive MEP equipment, ICT equipment and the like.

6.0 Bidders are required to quote for the Maintenance Services as specified on “**Form of Tender**”. Contractor shall satisfy himself about the quantities supplied in Tender Document. **They are free to add new items, modify quantities which are needed for completion of the job. The unit rates quoted on Schedule of Works/Bill of Quantity shall be used for variation purpose. Deletion of an item supplied on Schedule of Works/Bill of Quantities is not allowed.**

7.0 The amount and rates inserted on bill of quantities must be quoted **Mauritian Rupees** and the quoted prices in the Main Summary and Form of Bid must be both in figures and in words and currency in **MUR** only.

(i) **Ambiguity** of Amount on Form of Tender- In case of any discrepancy between quoted amount in figures or words on Form of Tender, the amount quoted in words shall be taken to be correct for this tender.

(ii) **Ambiguity** of rates and amount on (Bill of Quantities/Schedules of Works)-

(a) When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.

(b) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.

(c) When the rate quoted by the contractor is in figure only and it does not correspond with amount quoted either in figure or words, then rate quoted shall be considered as correct.

8.0 (i) The quoted amount shall be submitted on the “**Form of Tender**”, with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Tenderer shall strictly comply with all the conditions stated in the Tender Documents. The **Form of Tender** must be signed by a person or persons authorized to sign the Tender and shall be dated. Evidence of signature authority, such as a Power of Attorney, shall be provided with the Tender.

(ii) **Decision on bid will be taken based on the final price quoted on the Form of Tender.**

The Tender amount as quoted in the “**Form of Tender**” shall be the basis for deciding the tender quote and the L1 bidder.

(iii) Any mismatch in the final quoted price on **Form of Tender** and Total amount worked out on rates in **Schedule of Works/Bill of Quantity**, the final price quoted on **Form of Tender** shall be considered for comparison of bids and decision on bid.

- (iv) If amount quoted on Form of tender is more than amount worked out on Bill of quantity, the rates on **Schedule of Works/Bill of Quantity** shall not be altered/adjusted. If amount quoted on Form of Tender is less than amount worked out on **Schedule of Works/Bill of quantity**, the Rates on Bill of quantity shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

9.0 (i) **Integrity Pact Security Deposit-** The tenderer must submit with his Tender an **Integrity Pact Security Deposit** in the sum **MUR 50,000** to Employer in the form of a local commercial Bank guarantee in favour of Employer (High Commission of India in Mauritius). This **Integrity Pact Security Deposit** must be valid for **Five (5) Years** with effect from the due last date of submission of Tender or any extended period and shall be as per the proforma annexed with the tender documents. This will be kept valid by the successful bidder (To whom the Contract shall be awarded) for an initial period of 5 years or upto the completion of defects liability period, whichever is later. The **Integrity Pact Security Deposit** of unsuccessful bidder will be returned after the award of work.

(ii) **Integrity Pact - The tenderer must submit duly signed integrity pact agreement with the tender.**

10.0 **Tender Security-** The Tenderer must submit with his Tender the Tender Security in the sum of **MUR 240, 000** to Employer in the form of a local commercial Bank guarantee in favour of the Employer (High Commission of India in Mauritius). The Tender Security must be valid for **225 Days** from the date set for the submission of the bid or any extended period and shall be as per the **form annexed** with the tender documents. Any tender submitted without the required Tender Security will be rejected without further examination. The Tender Security of unsuccessful bidder will be returned after the award of work.

11.0 **Forfeiture of Tender Security and Performance Guarantee -** The Tender Security and the Performance Guarantee (if submitted) may be forfeited upon occurrence of any one of the events as specified hereunder:

- (a) If any bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the entire Tender Security absolutely.
- (b) If Lowest Bidder fails to furnish the prescribed Performance Guarantee within the prescribed period or fail to sign the agreement in time or does not respond to request for clarification of its purpose or fails to provide required information during evaluation process, the Tender Security is absolutely forfeited automatically without any notice.
- (c) In case the Contractor fails to commence the work on commencement date as specified in the tender documents or such time period as mentioned in letter of award or from the date of handing over to the site, whichever is later, the Employer shall without prejudice to any right or remedy, be at liberty to forfeit both the Tender Security and the Performance Guarantee (if submitted).

12.0 **Submission of Bid--** The Bid shall be submitted in One ORIGINAL in sealed envelopes as described below:

Envelope “A” Tender Security, Integrity Pact Security Deposit and duly signed Integrity Pact Agreement

Envelope “B” Technical Bid Documents duly filled and signed

Envelope “C” Financial Bid Document duly filled and signed

and addenda or other enclosures as required in the tender.

The Bid shall be submitted up to **3.00 PM on 05 February 2024** at the High Commission of India, Mauritius of the aforesaid address.

Any Bid received after this date and time will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

The envelopes containing “A”, “B” & “C” of the Bid in original shall be duly superscribed with Name of The Works and above titles. These envelopes A, B and C must be put in another sealed envelope with the name of project written on top. In addition, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared ‘late’.

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder’s identify the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection for the bid.

Electronic bidding shall not be permitted.

13.0 **Opening of Bids ----**Bids shall be opened at **3.30 PM** on the same day at the High Commission of India, Mauritius.

The envelope “A” containing Tender Security, Integrity Pact Security Deposit as Integrity Pact Agreement shall be opened first.

Bidders who have submitted valid Tender Security, Integrity Pact Security Deposit and duly signed Integrity Pact Agreement as mentioned shall be considered successful for opening for Technical Bid.

Technical bids (Envelope B) of successful bidders shall be opened immediately. Both Tender Security and Integrity Pact Security Deposit and Technical bids envelopes shall be opened in presence of bidders or their representatives.

After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Employer.

Qualified bidders will be informed and Financial bid (Envelope C) of qualified bidders shall then be opened at notified time, date and place in presence of bidders or their representatives.

14.0 **Extension of Validity of Tender** - In case the tender is not decided during validity period of tender i.e. within 180 days from date of opening of the tender, the Employer may request to extend the validity of tender and Tender Security for a further specified period beyond 180 days. Bidder(s) shall be at liberty to extend the validity of tender and Tender Security for the specified period or withdraw from tender. Once the validity is extended in writing by bidder(s), they will not be permitted to withdraw from tender. If bidder(s) withdraws their offer after such extension, the Employer shall be at liberty to forfeit the Tender Security absolutely.

15.0 **Performance Security**--The Performance Security shall be to the value of **Five Percent (5%)** of the **Accepted Contract Amount** in the form of a local commercial Bank Guarantee in Mauritius and shall be submitted as described in the Conditions of Contract, as per the Prescribed Form attached in the bidding document.

The Performance Security shall remain valid for a period of 60 days from date of completion of the Maintenance Services Contract.

16.0 **Conditional Acceptance of the Tender**- The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the Performance Security has been duly provided and the actual contract signed between the Employer and the Contractor. Should the Contractor fail to sign the contract within the stipulated time or fail to provide the Performance Security within the period allowed or for any other reason withdraw his participation in the Tender, the Employer may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it and thereupon the amount of Tender security shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the Contractor unless the Agreement is signed.

17.0 **Clarification on Tender Documents**- Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained from:

*High Commission of India
Plot 65 C,
Cybercity, Ebene,
MAURITIUS*

Request for clarification should be received by the Employer no later than Twenty-one (21) days prior to the closing date for submission of the Bid. The Employer will reply at seventh (7) days prior to the deadline for the submission of the Bid. All information requested by and supplied to one bidder will be supplied to all bidders.

18.0 Amendments to Tender Document- At any time prior to the date of opening of the tender, the Employer may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum by email to the Employer. Addendum Nos issued must be inserted in the space provided in the Form of Tender.

Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Employer as to the meaning of anything connected with the Tender Document.

The date and time for submission may be deferred by an official notification in writing issued by the Employer to all Bidders. Tenders received after this date will not be considered.

19.0 Disqualification of Tender- Tender may be disqualified for any reason including, but not limited to the following:

- a) If tenderer sets forth any conditions which are unacceptable to the Employer.
- b) If any tender is submitted under a name other than the name of the individual firm partnership or corporation that was issued the Tender Document.
- c) If there is evidence of collusion between Bidders.
- d) If Tender sets forth any offer to conditionally discount, reduce or modify its tender.
- e) If Bid price is disclosed before opening of Financial Bid.

20.0 Compliance with Laws and Regulations and Pricing of Bill of Quantities-

The attention of Tenderers is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, compliance with Workers' Right Act 2019 and any latest Regulations, labour taxes, tax deduction, import restrictions duties and levies, company's tax, Cess and VAT regulations, etc.

In addition, Tenderers must liaise with the Building Contractor as before stated, as regard to all cost and charges, for having access to the site.

*All rates and sum inserted in the tender shall be **exclusive of Value Added Tax but inclusive of all other Taxes and Cess.***

The Employer is VAT exempted. Exempted Certificate from Mauritius Revenue Authority shall be submitted on appointment of the Contractor. The Contractor shall however pay all taxes to his Subcontractors and other stakeholders in line with MRA requirement. All cost and Charges shall be included in the Contract price.

- 21.0 **Compliance with Tender Document-** Bidder shall have deemed to have read carefully all the Tender Documents, Specifications and drawings etc. The quoted Lump sum Fixed price are inclusive of all taxes, cost and charges and complete in all respect as per the standard and to the entire satisfaction of the Employer.
- 22.0 Fixed Priced Lump Sum Tender - Price escalation, in rates due to any reason such as change in foreign currency, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc. shall not be applicable.
- 23.0 No other condition other than unconditional general rebate shall be accepted in tender.
- 24.0 All the payment shall be released as progress payments on the basis of certificate signed by the Employer's Liaison Officer as per the provisions of the Contract. The detailed work schedule and the payment schedule would be furnished by the contractor to employer who will approve it before it forms part of the agreement. All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.
- 25.0 Completeness of the Tender --**
Scope of The Works: -

The project comprises of providing maintenance services to the following building:

- Chancery Building
- Multipurpose Hall
- Staff Residences
- Control Gates
- External Works – Boundary wall grill gate
- External Works and Soft Landscaping

In addition, the Maintenance Firm shall be responsible to carry out daily cleaning of the Chancery building, Multipurpose Halls, Control Gates, common areas of residences, floors, walls, carpets, polishing of brass items, dusting of wall-hangings, glass doors, workstations, chairs, bins, keeping office tidy, replacement of toilet paper, good quality soap dispenser and like, work starting as from 8.30 hrs. to 17.30 hrs. on weekdays and as from 8.30 hrs. to 12.00 hrs. on Saturdays, all complete having skeleton cleaning team for the whole of the day to maintain the office clean and tidy.

- Chancery Building about 2,660 m² in two storey height, with floor to floor height of about 4.10m and partially in triple volume, complete with long lasting interior and exterior finishes complete with Mechanical and Electrical installations, ICT network, access control.

- Multipurpose Hall of about 1,260 m² in single storey building in triple volume, with mezzanine floors and floor to roof height of about over 10.00 m high, with finishes and M&E services as before.
- Staff Residences in 3 blocks, generally in 5 to 6 storeys, having 17 Apartment and about 4000m² gross floor area in total. Maintenance shall be to common areas and common services and having finishes and services as before.
- Main Entrance Control House in single storey, having similar finishes and M&E services.
- Secondary Gate Post in single storey having similar finishes and M&E services.
- External Work comprises of access control gates, security central mechanical boundary wall with grills, full entrance gate, exit gates, all having automatic control, entrance floors piazza, walk ways, stone cladding, underground services, stormwater drainage with water ponds and soakaways, soil and waste pipe connected to WMA main sewer network, external landscaping, outdoor lighting network, stamp and the like.
- The interior and external finishes are generally of hard and free of maintenance finishes, except some areas have timber parquet flooring and openings in wide glazing curtain walling and generally all interior doors in semi-solid door with clear glass and all as shown on drawings, specifications and scope of works etc.
- The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his Tender and shall become fully, informed as to the extent, quality, type and character of operations involved for the maintenance of the Building. The Tenderer shall visit and acquaint himself with the premises and surroundings.

26.0 **Employer's right to waive-** The Employer reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Employer except that no proposal will be accepted if the Tender Security or/any of the preceding statutory documents was not submitted with the tender.

27.0 **Currency of Tender** - Tender is to be quoted in MUR only.

Technical Bidding Documents

DOCUMENT II

- Eligibility Document

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS**

PROVISION OF MAINTENANCE SERVICES

DOCUMENT II - ELIGIBILITY DOCUMENT

NAME OF WORK: **PROVISION OF MAINTENANCE SERVICES IN CHANCERY
AND STAFF RESIDENCES AT MAURITIUS FOR THE HIGH
COMMISSION OF INDIA**

Head of Chancery
High Commission of India
Plot No. 65 C
Cybercity, Ebene
MAURITIUS

DOCUMENT II – ELIGIBILITY DOCUMENT

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SECTION I

BRIEF PARTICULAR OF THE WORKS

Section I – Brief Particulars of the Works

Salient details of the work for which bids are invited are as hereunder:

1.0 **Name of Work: Provision of Maintenance Services in Chancery and Staff Residences at Mauritius for the High Commission of India**

Period of Completion: one (1) year from date of commencement of the Services Contract

2.0 Maintenance Services shall be an initial period of one (1) year from date of commencement of Services Contract and which may be extended on same terms and conditions for another two successive years depending upon satisfactory performance by the AMC firm.

3.0 **Location of Work-** The Chancery and Staff Residences buildings are located at Plot No. 65 C, Cybercity, Ebene, Mauritius.

4.0 **Scope of Works-** The works required for the provision of Maintenance Services *to Chancery building, Multipurpose Hall and Staff Residences.*

The Maintenance Services will be carried out as a Main Contract. The appointed Contractor shall ensure that specialist cleaning/services are executed by experienced and well-established Service Subcontractors. The tenderers shall submit details and experience and capabilities of these specialist Service Subcontractors along with his tender.

5.0 The potential Bidder shall submit their Bid based on Employer's Requirement as detailed at Document IV of the Bidding Document.

SECTION II

INFORMATION AND INSTRUCTIONS TO BIDDERS

Section II – Information and Instruction to Bidders

1.0 GENERAL

1.1 Introduction

The Project provides for Maintenance Services in the Chancery and Staff Residences, as more fully detailed in the bidding document.

The whole project is envisaged to be executed by a single agency.

1.2 Employer: - The Employer for The Works is The President of India acting through The High Commissioner of India in *Mauritius*. Employer's address is

High Commission of India
Plot No. 65 C,
Cybercity, Ebene
MAURITIUS
Fax no : +230 4687857
Email: hoc.portlouis@mea.gov.in

1.3 Employer's Liaison Officer: -

Employer's Liaison Officer shall be in house. The appointed Bidder shall liaise only with the Employer's Liaison Officer.

1.4 Site- The buildings are at Ebene Cybercity, Mauritius.

The following information is given as a general guidance. The Bidder is expected to make his own enquiries and visit the complex and ascertain all relevant information regarding the site conditions.

1.5 Scope of work- As already stated above at Para 3 of Section – I.

Prospective Bidders are invited to consult As Built Drawings, both the building and MEP and ICT drawings available at Employer's office.

Contact Person: Head of Chancery
Phone No: +230 460 6600 Email: hoc.portlouis@mea.gov.in

Contact Person shall be contacted during office hours and with prior appointment.

In addition, bidder must also consult all test reports, M&E technical literature warranties, operational manual, Maintenance Manual, Compliance Certificate and make any observation as whether all equipment are in good order and are in compliance with the standard practice and there will be adverse effect during the course of the Maintenance of the complex.

1.6 Project Co-Ordination- The Contractor shall undertake to program and concurrently review and revise the program and report monthly on the program, supply of materials and execution of the contract using a PERT and network analysis. He shall co-ordinate all supply, maintenance services to meet Employer's Requirement.

1.7 Time Schedule- The Maintenance service shall commence once the premises are handed over to the Maintenance firm. The Maintenance Services period will be initially one (1) year from commencement of the Service Contract and which may be extended on same services and conditions for another two successive years depending upon satisfactory performance by the AMC firm.

2.0 CRITERIA FOR ELIGIBILITY

Note: The official exchange rate issued by employer applicable on last date of submission of tender shall be considered for conversion of values from other currency to MUR in this section if required.

2.1 --

2.2 Joint Venture (JV) firms formed specifically for this tender shall not be permitted. However, JV qualifying as a single entity, i.e. JV meeting all eligibility criteria (2.3 to 2.9 below) like a single entity shall be permitted. JV partners meeting eligibility criteria on individual basis separately shall not be permitted.

2.3 The Tenderer should have satisfactorily completed three similar works each costing not less than MUR 4.88 million or two similar works each costing not less than MUR 6.10 million or one similar work costing not less than MUR 9.76 million during the last seven (7) years. The **seven (7) years** period shall be counted back from **30 June 2017**. **The above costs are excluding VAT**. Work completed in Mauritius or in any other country shall be considered.

Similar project means – The Bidder shall demonstrate that they have successfully carried out Maintenance Services Contract to existing premises/hotels/offices of about 2,000 m² in 4 levels comprising of lift, Air conditioning, electrical works, MEP works, interior works including hand floor tiles i.e. granite, ceramic tiles, timber parquet and the like, wall tiles, associated landscaping works, access drive.

2.4 The Tenderer must have an average annual financial turn-over of **MUR 4.88 million** for Maintenance Service Contract during the last 3 years ending 30 June of previous financial year. This should be duly audited by a Chartered Accountant. Additionally, any year in which no turnover is shown would also be considered in working out the average.

2.5 The tenderer must be a profit making company. The tenderer should not have incurred any financial loss during **the last two (2) years of the last five (5) consecutive financial years and should not have suffered loss in the immediate preceding year**. This fact shall be duly certified by a Chartered Accountant.

2.6 The tenderer should have a bank solvency of **MUR 6.10 million** certified by their banker.

- 2.7 The tenderer should demonstrate that their named specialist subcontractors have the requisite equipment, tools and workshop for the proper and timely execution of the respective work trades. In addition the tenderer need to illustrate on how all these specialist trades shall be coordinated and implemented without any adverse effect on the smooth operation of the Employer's business.
- 2.8 The tenderer should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The tenderer should submit a list of employees, as well as for the Specialist Contractors, who would be deployed in the project, stating clearly how these proposed subcontractors and employees would be involved in this work.
- 2.9 The tenderer should a submit list of all completed works in the last seven (7) years and a list of all current projects they are undertaking.

3.0 EVALUATION CRITERIA FOR ELIGIBILITY

3.1 For the purpose of eligibility, the tenders will be evaluated in following manner:

The documents submitted by the tenderer will be scrutinized for compliance as per the criteria prescribed above and the tenderer's eligibility for the work will be determined.

The lowest bid price shall be retained for eventual award of the Contract.

- 3.2** Even though tenderers may satisfy the above requirements, they would be liable to disqualification if they have:
- a) made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required to comply with the criteria for eligibility.
 - b) a record of poor performance such as abandoning work, delay in completion of the work, not properly completing the contract, being in breach of his contractual obligations or financial failures / weaknesses.
 - c) disclosed the bid price before opening of the Financial Bid.
 - d) been blacklisted by any Govt or Public Sector Authority and continue to be blacklisted on the last day of submission of tender.

4.0 FINANCIAL INFORMATION

The Tenderer should provide the following financial information:

- a) Annual financial statement for the last five financial years (**Form A**). This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the tenderer to the Income Tax Department.
- b) Name and address of the banker's identification or individuals familiar with the tenderer's financial standing and banker's statement on availability of credit.
- c) Bank Certification of Financial Resources.
- d) Original of Solvency Certificate from their Bank, as per **Form 'G'**.

5.0 EXPERIENCE IN BUILDING MAINTENANCE SERVICES HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS.

5.1 The Tenderer should provide the following: -

- a) A list of all works of similar nature successfully completed during the last seven (7) years as per details specified at Clause 2.2 of Section II of Instructions to Bidders (**in Form 'B1 & B2'**).
- b) List of their projects under execution or awarded (**in Form 'C1 & C2'**)
- c) Particulars of completed projects and performance of tenderer duly authenticated/ certified by an officer not below the rank of Project Manager or equivalent should be provided separately for each project completed (**in Form 'D'**).

6.0 ORGANISATION INFORMATION

Tenderer is required to submit the following in respect of their organisation (**in form 'E' and 'E-1'**).

- a) Name and postal address including telephone, fax number, e-mail etc.
- b) Copies of original documents duly authenticated by Notary Public defining the legal status place of registration and principal place of business including the registration /permission/ proof from the Mauritian Government/ local authorities for taking up construction works in Mauritius.
- c) Name and title of Directors and officers to be concerned with the project, with designation of individuals authorised to act for the organisation.
- d) Information on any litigation in which the tenderer was involved during the last ten years, including any current litigation.
- e) Authorisation for Employer to seek detailed references.
- f) Number of Technical and Administrative employees in parent company, subsidiary company (**in Form 'E-1'**)

7.0 TOOLS AND EQUIPMENT

The Tenderer should provide the list of tools and equipment for the maintenance services available with the contractor and which will be deployed for the project (**in Form 'F'**).

8.0 LETTER OF TRANSMITTAL

The tenderer should submit:

(i) the letter of transmittal attached with the eligibility document as Annex 'A' in Section III of Document II.

(ii) Integrity pact Form H

9.0 OPENING OF TENDER

Envelopes for Pre-Contract Integrity Pact Agreement, Tender Security and Integrity Pact Security Deposit shall be opened first. Bidders who have submitted required Tender Security, duly signed Pre-Contract Integrity Pact Agreement and Integrity Pact Security Deposit as mentioned shall be considered successful for the opening of Technical Bids.

Technical Bids of successful bidders shall be opened immediately. Both Tender Security, duly signed Pre-Contract Integrity Pact Agreement and Pact Security Deposit envelope and Technical bids envelope shall be opened in presence of bidders or their representatives.

After evaluation of the Technical Bids, a list of qualified bidders will be prepared by the Employer. Qualified bidders will be informed and the Financial Bid of qualified bidders shall then be opened at a notified time, date and place in presence of bidders or their representatives.

10.0 AWARD OF THE CONTRACT

10.1 The Employer reserves the right without being liable for any damages or obligation to inform the tenderer to: -

- a) Amend the scope and value of contract.
- b) Reject any or all the tenders without assigning any reason.

10.2 For any of the above actions, the Employer shall neither be liable for any damages nor be under any obligation to inform the Tenderers of the grounds for the same.

10.3 Any effort on the part of the tenderer or their agent to exercise influence or to pressurize the Employer would result in rejection of their tender. Canvassing of any kind is prohibited.

SECTION III
ELIGIBILITY INFORMATION

LETTER OF TRANSMITTAL

ELIGIBILITY INFORMATION**LETTER OF TRANSMITTAL****From****To**

Head of Chancery
 High Commission of India
 Plot 65 C,
 Cybercity, Ebene,
 MAURITIUS
 Fax no: +230 4687857
 Email: hoc.portlouis@mea.gov.in

Sub: Provision of Maintenance Services in Chancery and Staff Residences at Mauritius for the High Commission of India

Sir,

Having examined the details given in Document I and II for the above work. I / we hereby submit relevant documents and information for my/our eligibility in the tender exercise of the above project.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms 'A to G' and accompanying statements are true and correct.
2. I / We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / We submit the requisite certified solvency certificate and authorize The Head of Chancery, High Commission of India, Mauritius to approach the bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorise The Head of Chancery, High Commission of India, Mauritius, to approach my / our bankers, individuals, employers, firms and corporations to verify my / our statements, competency and general reputation.
4. I / We submit the following certificates in support of my/our suitability, technical know-how and capability for having successfully completed the following similar works. (Certificate from Project Manager in Proforma 'D' in respect of each work mentioned below should be enclosed.)

Name of work	Certificate from/Nature of work	Contract amount

5. I/We submit the list of Subcontractors for the special Maintenance services of similar nature, as listed at Annex 'D' to whom, I/we shall entrust these special works. Certificate from Project Manager/Employer in Proforma D in respect of Specialist Subcontract services mentioned below should be enclosed.

Name of Subcontract services	Certificate from/Nature of services	Subcontract Sum

Date of submission:

Signature(s) of Bidder(s).

Enclosures:

GENERAL

GENERAL

1.a) Name of Contractor _____

b) Registered Address _____

Registered Address in *MAURITIUS* _____

c) Telephone No. _____

Fax No. _____

d) E-mail: _____

e) Contact Names of Senior representative of Main Contractors / Partners

2. Type of Works carried out:

3. What is the nature of the Company / Firm? (Give details on separate sheets, if necessary)

a) Independent _____

b) Supported by technical resources from some other source.

4. Name, Address and experience of Sub-contractors are Enclosed at page's
no. to

FINANCIAL STATEMENT

Form "A"

1. Financial Statement:

a) Authorized Capital (Give break up) _____

b) Issued and paid up Capital _____

Annual turnover for construction work excluding VAT for the last immediate five financial years	In country of origin (in case based out of <i>MAURITIUS</i>)	<u>In MAURITIUS</u>	In other Country/ Countries (if applicable)

Provide copies of annual reports or audited balance sheets, Profit and loss accounts along with Audit reports and statement for the last five years. A certificate from Chartered Accountant authenticating the annual turnover (excluding VAT) shall also be enclosed.

2. Details of loans and other financial commitments

3. Current Financial Position as on date

Currency Amount

- a) Cash & Bank Balance
- b) Current Assets
- c) Current Liabilities
- d) Working Capital
- e) Net Worth

4. a) Name and Address of Auditors

b) Can the Employer make a reference to the Auditors directly?

No/Yes Written Permission enclosed at page

5. Tenderer's financial arrangements for the proposed work of Indian High Commission

Currency Amount

- a) Own resources
- b) Bank Credits
- c) Others (Specify)

6. Certificate of financial soundness from the Banker/s of the Bidder

Enclosed at page

7. Solvency Certificate (as per the proforma enclosed at Form "G")

Enclosed at page

8. a) Name and address of the Bankers (from whom references can also be obtained).

b) Can such reference be obtained directly by the Employer?

No/Yes

Authorization letter enclosed at page

9. Business Association to which the Company belongs;

10. Number of years experience as a Contractor briefly as follows

Enclosed at pagesto

a) In *Mauritius* _____

b) In country of origin _____

c) Internationally -

Countries

Experience
No of years.

Signature of Bidder

LIST OF SIMILAR WORKS COMPLETED

FORM B1

(a) Similar Works completed in **Mauritius** during the last seven (7) years respectively as per press notice condition

Title, Location and Brief Description of work	Value in MUR	Client	Consultant(if any)	Contract Period for Completion	Actual period for Completion	Litigation / Arbitration pending, with details	Client certificate at page

Signature of Applicant (s)

FORM B2

(b) Similar Works completed in locations other than **Mauritius** during the last seven (7) years respectively as per press notice condition

Title, Location and Brief Description of work	Value in MUR	Client	Consultant(if any)	Contract Period for Completion	Actual period for Completion	Litigation / Arbitration pending, with details	Client certificate at page No.

Signature of Applicant (s)

LIST OF SIMILAR WORKS NOW PROCEEDING

FORM C1

(a) Similar Works now proceeding in Mauritius

Title, Location and Brief Description of work	Value in UR	Client	Consultant(if any)	Due date for completion	Up to date progress in percentage	Slow progress if any, and reasons thereof	Client certificate at page No.

Signature of Applicant (s)

FORM C2

(b) Similar Works now proceeding at locations other than **Mauritius**

Title, Location and Brief Description of work	Value in <u>MUR</u>	Client	Consultant(if any)	Due date for completion	Up to date progress percentage	Slow progress if any, and reasons thereof	Client certificate at page No.

Signature of Applicant (s)

**PERFORMANCE REPORT OF SIMILAR WORK AS DEFINED IN
ELIGIBILITY CRITERIA**

FORM D

**PERFORMANCE REPORT OF WORKS REFERED TO IN FORMS 'B1' & 'B2'
(FORMAT TO BE FILLED FOR only those PROJECTs which matches witheligibility
criteria as per similar work criteria)**

1. Project Name and Location:
2. Clients, Owners references name.
3. Project Architects
4. Name of Contractor
5. Overall Cost of Project (**MUR**)
6. Date of Commencement, Date of Completion, Current Status
7. Amount of compensation levied for delayed completion if any
8. Amount of reduced rate items, if any
9. Size of Building in Square Metres with Fit Out Works furniture, where maintenance services have been provided.
10. Type of building (Please also specify whether building meets similar work definition i.e. fit out works and loose furniture in a Modern and corporate office buildings, Hotels, Shopping Malls, Embassies, Apartment Complex etc, for which maintenance services have been provided.
11. Performance reports

i) Quality of Maintenance services provided	Very good	Good	Fair	Poor
ii) Financial soundness	Very good	Good	Fair	Poor
iii) Technical Proficiency	Very Good	Good	Fair	Poor
iv) Resourcefulness	Very good	Good	Fair	Poor
v) General behaviour	Very good	Good	Fair	Poor

Dated:

Project Manager/Employer

STRUCTURE AND ORGANISATION OF BIDDER

FORM E

STRUCTURE AND ORGANISATION

1. Name and address of tenderer:
2. Telephone No. :
Fax No. :
Email address :
3. Legal status of the tenderer (attach Copies of original document defining The legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or corporation
4. Particulars of registration with various Government bodies (attach attested photocopy)

S.No.	Organisation / place of registration	Registration No.
i		
ii		
iii		
iv		
5. Name and Titles of Directors and officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organisation.
7. Was the tenderer ever required to suspend construction for period of more than six months continuously after commencing construction?
If so, give the name of the project
and reason for not completing the work.
8. Has the tenderer, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

9. Has the tenderer or any constituent partner in case of partnership firm, ever been debarred / black-listed for tendering in any organization at any time? If so, give details.

10. Has the tenderer or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.

11. Any other information considered necessary but not included above.

Signature of Bidder

**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL
TO BE EMPLOYED FOR THE WORK**

FORM E1

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL IN EMPLOYMENT OF APPLICANT AT PRESENT

S.No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks

Signature of Applicant(s)

**EXPERIENCE AND CAPABILITY OF SUBCONTRACTORS WHO
WILL BE ENTRUSTED THE FOLLOWING
SPECIALIST WORKS**

EXPERIENCE AND CAPABILITY OF SUBCONTRACTOR WHO WILL BE ENTRUSTED THE FOLLOWING SPECIALIST WORKS

- Maintenance of M&E Services
 - Maintenance of Loose Furniture
 - Maintenance of interior finishes
 - Maintenance and cleaning of offices
 - Maintenance of Envelopes of the premises
 - Maintenance of Landscape
1. Tenderer must submit details of experience and capability of Subcontractors to whom they will entrust the specialist works as above and who have completed subcontract work in similar nature in the minimum value as specified above in at least two (2) projects during the last **seven (7) years**.
 2. Experience of the works will be of similar nature.
 3. Details of the subcontractors and their technical staff and their experience in works of similar nature, completed and ongoing projects during last **seven (7) years** shall be submitted in same format as **Form 'B1 & B2', Form 'C1 & C2', Form 'D', and Form 'E-1'**.

**DETAILS OF MAINTENANCE EQUIPMENT LIKELY TO BE
USED IN CARRYING OUT THE MAINTENANCE SERVICES**

FORM 'F'

DETAILS OF MAINTENANCE EQUIPMENT/TOOLS LIKELY TO BE USED IN CARRYING OUT THE MAINTENANCE SERVICES

S.No.	Name of equipment	Nos.	Capacity	Age	Condition	Ownership Status	Current location	Remarks

Signature of Bidder

**PRO-FORMA FOR SOLVENCY CERTIFICATE
FROM A SCHEDULED BANK**

FORM 'G'

PROFORMA FOR SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s /Mr..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of MUR..... (MUR_.....only).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signatures)
For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to the Employer.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**QUALIFICATION AND EXPERIENCE OF TECHNICAL
PERSONNEL WHO WILL BE DEPLOYED IN THE PROJECT**

PROFILE OF PROPOSED PERSONNEL

The bidder shall fill the *'Team Composition and Personal Details as part of the Bidding Document* below and shall submit **signed** Curriculum Vitae (*A format of the CV to be filled by the proposed personnel is found at section C.5.*) as well as copies of all relevant academic and professional certificates of the proposed personnel and ensure that they match the required profile as detailed in this section. **Non-Submission of above shall lead to automatic disqualification.**

C.3.1. Maintenance Manager

The Maintenance Manager shall possess:

- A diploma/degree in either Facility Management or Administration or Management or Engineering from a recognized tertiary institution acceptable to the Ministry and duly recognized by the MQA;
- At least two years proven experience at supervisory level in facility management and/or in similar position;
- Good leadership and interpersonal skills.

C.3.2. Registered Professional Engineer (Electrical and Mechanical)

The Registered Professional Engineer shall possess:-

- A four-year undergraduate degree in either Mechanical or Electrical or Electromechanical or Mechatronics or Building Management Services Engineering from a recognized tertiary institution acceptable to the Ministry and duly recognized by the MQA;
- Be a Registered Professional Engineer with at least two years post-registration proven experience. **A copy of the certificate of registration from the Council of Registered Professional Engineers of Mauritius shall be submitted as proof.**
- IT

literate

C.3.3. Technical Officer-cum-Supervisor

The Technical Officer-cum-Supervisor shall possess:-

- A diploma level or equivalent qualifications in Mechanical or Electrical or Electromechanical or Mechatronics or Building Management Services Engineering from a recognized tertiary institution acceptable to the Ministry and duly recognized by the MQA;
- At least three years proven experience in his field of competence and having work experience in a similar position;

C.3.4. Registered Health and Safety Officer

The Registered Health and Safety Officer shall possess:-

- Minimum of a diploma level in Health & Safety from a recognized tertiary institution acceptable to the Ministry and duly recognized by the MQA;
- Be registered with the Ministry of Labour, Industrial Relations, Employment and Training certifying employment with the bidder;
- At least two years proven experience in his field of competence and in commercial buildings.

C.3.5. Secretary

The secretary shall possess:-

- A Cambridge Higher School Certificate with passes at "Principal Level" in at least two subjects and a pass in General Paper obtained on one certificate;
- A certificate in secretariat will be preferable but not mandatory;
- At least two years proven experience in a similar position.

C.3.6. Electrical Technician

The Electrical Technician should possess:-

- A Technician Certificate (Minimum NTC 2 / NC4 or any other equivalent qualification) in an electrical field from a recognized institution acceptable to the Ministry and duly recognized by the MQA; (*Certificate of Attendance will not be considered*);
- At least two years proven experience in their relevant field of competence and in a similar position.

C.3.7. Mechanical Technician

The Mechanical Technician should possess:-

- A Technician Certificate (Minimum NTC 2 / NC4 or any other equivalent qualification) in a mechanical field from a recognized institution acceptable to the Ministry and duly recognized by the MQA; (*Certificate of Attendance will not be considered*);
- At least two years proven experience in their relevant field of competence and in a similar position.

C.3.8. HVAC Technician

The HVAC Technician should possess:-

- A Technician Certificate (Minimum NTC 3 / NC3 or any other equivalent qualification) in Refrigeration and Air-Conditioning from a recognized institution acceptable to the Ministry and duly recognized by the MQA; (*Certificate of Attendance will not be considered*);
- At least two years proven experience in their relevant field of competence and in a similar position.

C.3.10. Liftman

The Liftman should possess:-

- At least a Certificate of Primary Education;
- At least two years proven experience in a similar position.

C.3.11. Handyperson

The Handyperson should possess:-

- At least two years proven experience in a similar position.

C.4. SCHEME OF DUTIES OF PERSONNEL

C.4.1. Maintenance Manager

The role of the Maintenance Manager shall be as follows but not limited to:-

- 1) Accountable to official representatives of the client namely: Liaison Officer;
- 2) Responsible for the smooth execution of all parts and clauses of the building management and maintenance contract;
- 3) Responsible for all assets of the building and making sure they are always operational;
- 4) Responsible for taking reasonable steps to ensure that the building for the occupants/visitors of the building is safe at all times;
- 5) Responsible for all key personnel and support personnel working under his authority, appointment of staff and services contractors where applicable, supervising their works, payment of their wages, etc.
- 6) Be the named officer to liaise with the suppliers, specialist contractors;
- 7) Reporting on and attending to liaison officer queries & complaints, attending faults and repairs and acting upon instructions received by the liaison officer;
- 8) Assisting liaison officer during site visits and surveys on sites;
- 9) Responsible for the enforcement of quarterly planning of specialized maintenance contractors and negotiating access with occupiers/liaison officer;
- 10) To ensure that contractors of specialized services such as cleaning, pest control, fire alarm and fire-fighting, and other Mechanical and Electrical installations/systems appointed by the client perform their duty to satisfaction;
- 11) Maintaining proper records of all works being done on site;
- 12) Seeking quotations from suppliers, contractors and manufacturers as and when required and submitting them to the liaison officer;
- 13) Vetting of scope of works and cost estimates as prepared by his technical team before submission to liaison officer;
- 14) Responsible for the planning and setting up of yearly emergency evacuation drills and/or fire drills;

- 15) Attend monthly coordination meetings and other technical meetings as and when required as decided by the liaison officer;
- 16) Submission of monthly reports, performance reports for contractors, fire drill reports, completion certificates, other reports as and when required as deemed fit by the liaison officer and the vetting of technical reports of specialist contractor;
- 17) Property management i.e. inspection of the premises after vacation of premises by a tenant;
- 18) Ensuring that the sites remain clean and tidy at all times through general upkeep of buildings, carting away of scrap materials and debris, etc;
- 19) Showing the premises to prospective tenants;
- 20) Be on call on a 24 hour basis and shall report on sites during emergency situations and as requested by the representatives of the client, i.e. Liaison Officer
- 21) Any other related duties and as per instructions of Liaison Officer, the client's representative.
- 22) Reporting of damages/disorder caused by floods, heavy rainfall and or cyclone, a list of damages shall be prepared and take emergency action;
- 23) Reporting any accidental event, like outbreak of fire, keeping record and report on the damage and take emergency action;

C.4.2. Registered Professional Engineer

The role of the Registered Professional Engineer shall be as follows but not limited to:-

- 1) Accountable to the Maintenance manager and shall report to him. However, client's liaison officer shall have the right to give him instructions/seek his advice on any matter pertaining to the management and maintenance of the buildings;
- 2) Responsible for all the engineering aspects of the building;
- 3) Assist the Maintenance manager, the maintenance team technicians and the liaison officer on engineering issues;
- 4) Supervise complex work done by specialized contractors and perform testing & commissioning as and when requested by the liaison officer;

- 5) Report on sites within a reasonable period of time to any problem occurring in the building related to engineering. For urgent fault, he shall respond within 6 hours while for non-urgent fault, he shall respond within 24hrs;
- 6) Provide recommendations as deemed necessary to all engineering installations and systems on sites for upgrades, betterment and preventive maintenance;
- 7) Assist the Maintenance manager in carrying surveys, preparation of technical reports, scope of works, estimates and any other engineering works that may necessitate his help and submit the report to the liaison officer;
- 8) Preparation of scope of works and cost estimates as and when required;
- 9) Attend monthly coordination meetings and other technical meetings as and when required as decided by the Maintenance manager and the liaison officer;
- 10) Vetting of technical reports of the management and maintenance team before submission to the liaison officer;

C.4.3. Technical Officer-cum-Supervisor

The role of the Technical Officer-cum-Supervisor shall be as follows but not limited to:-

- 1) Accountable to the Maintenance manager and shall report to him. However, the liaison officer shall have the right to give him instructions on any matter pertaining to the management and maintenance of the buildings;
- 2) Responsible for the management of the small team of technicians and other support staff working for the management & maintenance firm. He shall give instructions to the firm's technical team on all works, supervise their work, make sure that it is done according to standards, make proper risk assessment before proceeding with any work and provide for the safety of his subordinates;
- 3) Responsible for the supervision of all works done by specialized contractors such as cleaning, pest control, fire alarm and fire-fighting, and other Mechanical and Electrical installations/systems appointed and ensure that they perform to satisfaction;
- 4) Countersigning of the intervention sheets of the specialized contractors to vet that the works has been done as planned;
- 5) Assist the Maintenance manager in his works as described in section C.4.1;

- 6) Assist the Maintenance manager in carrying surveys, pre-bid site visits, preparation of technical reports, scope of works, estimates and any other engineering works that may necessitate his help;
- 7) Preparation of scope of works and cost estimates as and when required;
- 8) Attend monthly coordination meetings and other technical meetings as and when required as decided by the Maintenance manager and the liaison officer;
- 9) Be on call on a 24-hour basis and shall report on sites during emergency situations and as requested by the Maintenance manager and the client's liaison officer;

Full time Technician Support on 24-hour basis (Electrical, ICT, and HVAC)

(These Technician will be fully experienced and conversant with whole system of the premises).

The Maintenance Firm shall ensure to have two technicians on 24-hour basis to ensure the premises are properly maintained. Should there be any disruption, the technician shall immediately inform the Maintenance Manager, M&E Engineer to attend premises within 3 hours and take remedial action as appropriate.

DETAILS CV OF KEY PERSONNEL AND INFORMATION

DETAILS CV OF KEY PERSONNEL AND INFORMATION

1. Position For This Contract – (Specify Position)

- Name:
- Present position:
- Date appointed by Company (Tenderer):
- Years of Experience – with Company:
- Years of Experience – in construction:
- Nationality:
- Major fit out works and loose furniture for which responsible (Type and Value):
- Qualifications, Year of Graduation and Institution Attended:
- Work Experience (Place of Employment; From_____to_____;
Position held):
- Responsibility in Organisation:
- Present Engagement:
- Deployed Full time or Part time (If part time, please state frequency and extent
of involvement and responsibilities on the project):
- Office based or site based:
- Duration earmarked on the project (State start month and end month):
- I _____ hereby acknowledged that the above
information about myself are correct
- Signature _____
- Date _____

Technical Bidding Documents

DOCUMENT III – Contract Forms

- Form of Performance Security
- Form of Advance Payment Security
- Letter of Acceptance
- Form of Design Warranty and Undertaking
- Form of Warranty Agreement
- Conditions of Contract

FORM OF PERFORMANCE SECURITY

Form of Performance Security

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

Beneficiary:*Name and Address of Employer*.....

Date.....

PERFORMANCE GUARANTEE No.:.....

We have been informed that*name of the Contractor*.....
(hereinafter called "the Contractor") has entered into **Project Name** dated.with you, for
the execution of
..... (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 Employer, we *name of Bank*hereby irrevocably undertake to pay you within five working days 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 sixty days from the date of issuance of the Performance 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).....

LETTER OF ACCEPTANCE

Letter of Acceptance

[on letterhead paper of the **Employer**]

..... [date].....

To: [name and address of the Contractor]

Subject: [Project Name].

This is to notify you that your Letter of Tender dated [insert date] for **Provision of Maintenance Services in Chancery and Staff Residences at Mauritius** for the Accepted Contract Amount of the equivalent of Mauritian Rupees (MUR.) as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by High Commission of India.

You are requested to furnish the Performance Security within 14 days in accordance with Sub Clause 4.4 of the Conditions of Contract as per Prescribed Form included in the Tender Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,,
between *[name of the Employer]* (hereinafter “the
Employer”), of the one part, and *[name of the Contractor]*..... (hereinafter “the
Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *Provision of Maintenance Services in Chancery and Staff Residences at Mauritius* should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. ***In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.***
2. ***The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.***
 - (a) the Letter of Acceptance
 - (b) the Letter of Tender
 - (c) the Addenda Nos
 - (d) the Appendix to Tender.
 - (e) the Particular Conditions
 - (f) the General Conditions
 - (g) the Specifications
 - (h) the Drawings
2. ***In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Maintenance Services in conformity in all respects with the provisions of the Contract.***
3. ***The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Maintenance Services, the Contract Price in the sum of Mauritian Rupees MUR..... or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.***

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

Signed by:
for and on behalf of the Employer

Name: Occupation:

in the presence of:
Name
(Witness) Occupation:

Signature:

Address:

Date:

Signed by:
for and on behalf of the Contractor

Name: Occupation:

in the presence of:
Name
(Witness) Occupation:

Signature:

Address:

Date:



Fédération Internationale des Ingénieurs-Conseils
International Federation of Consulting Engineers
Internationale Vereinigung Beratender Ingenieure
Federación Internacional de Ingenieros Consultores

Short Form of Contract

AGREEMENT
GENERAL CONDITIONS
RULES FOR ADJUDICATION
NOTES FOR GUIDANCE



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FIRST EDITION 1999

CONDITIONS OF CONTRACT

- Short Form of Contract FIDIC Conditions of Contract
- Appendix to Tender

SHORT FORM OF CONTRACT

Text is available at
International Federation of Consulting Engineers (FIDIC)
World Trade Centre II
P.O. Box 311
1215 Geneva 15
Switzerland
Email: fidic@fidic.org

PARTICULAR CONDITIONS

INDIAN HIGH COMMISSION

MAINTENANCE SERVICE OF CHANCERY & RESIDENCES - MAURITIUS

PART II - CONDITIONS OF PARTICULAR APPLICATION
(Changes and Additions to General Conditions of Contract)

The following Conditions of Particular Application (“COPAs”) shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the COPAs shall prevail over the General Conditions of Contract.

1. General Provisions

Sub-Clause 1.1.1
The Contract

Amend Subpara. 1.1.1 (“Contract”) by adding the following at the end:

“The words ‘Agreement’ and ‘Contract’ are used interchangeably.” The Contract shall also include the Particular Conditions, the Performance Security and Guarantees, Insurance policies, Annexes to Letter of Bid, Contractor’s Bid and Priced Schedule of Works and any further document as may be expressly incorporated in the Letter of Acceptance.

Sub-Clause 2.3
Employer’s Instructions

Insert new Para in Sub-Clause 2.3 – Engineer’s Instructions as follows:

‘If the Contractor fails or refuses to comply with any instruction issued by the Employer’s Representative, the Employer shall after seven (7) days’ notice from the Employer’s Representative to the Contractor requiring such compliance, carry out or employ other Contractors to do so. All cost and charges incurred in connection with such employment shall be recoverable from the Contractor by the Employer as a debt and deducted by the Employer from any monies due or to become due to the Contractor under this Contract.

3. The Employer's Representative

Sub-Clause 3.2 Replace the final sentence of Sub-Clause 3.2 with the Employer's Representative following:

“The Employer's Representative shall exercise in a fair and impartial manner the powers of the Employer under or in connection with the following Sub-Clauses: 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1 to 11.6, 11.8, 12.1 13.2 and 14.1.”

Add the following at the end of the last paragraph:

“The term “Employer's Representative” shall be used interchangeably and wherever in the Agreement, the term “liaison officer, Contract Administrator” is mentioned, it shall have the same meaning as “Employer's Representative” and shall be deemed to mean **The Officer named by the Employer**. The Employer's Representative shall:-

- Monitor progress and scheduling, and
- Monitor cost and administer all Contract Conditions, and
- Co-ordinate the efforts of Contractors and Suppliers associated with or working in conjunction with the project.

4. The Contractor

Sub-Clause 4.4 Delete the whole of Sub Clause (4.4) and replace by new Sub Performance Security Clause 4.4 as follows:

If stated in the Appendix, the Contractor shall provide within **fourteen days** from issue of Letter of Acceptance by the Employer, a Performance guarantee from a recognised bank located in Mauritius which shall be approved by the Employer's Representative of an amount equivalent to five (5) percent of the Contract Price for the due performance of the Contract under the terms of a Bank Guarantee. The Bank Guarantee shall be established in Mauritian Rupees and shall remain in full force not later than 28 days from the date of the completion of the Maintenance Services. The terms of the Performance Guarantee shall be in the form annexed to the bidding documents.

Add new Sub Clause – Quality Assurance

The cost of the guarantee shall be at expense in all respects of the Contractor.

Sub-Clause 4.5
Quality Assurance

“The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer’s Representative shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Employer’s Representative for information before execution of each stage of the Maintenance Services is commenced. When any document of a technical nature is issued to the Employer’s Representative, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.”

Sub-Clause 4.6
Sufficiency of Accepted
Contract Amount

Add new Sub Clause 4.6 – Sufficiency of Accepted Contract Sum as follows:

“The Contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to the Employer’s Requirement and any further data relevant to the Contractor execution of the work.

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor’s obligation under the Contract and all things necessary for the proper execution and completion of the Works and the remedying of any defects.”

5. Design Portion by Contractor

Sub-Clause 5.1
Responsibility for Design

Delete the last sentence

“The Employer shall be responsible for the Employer’s Requirements and design carried out on behalf of the Employer.”

Sub-Clause 5.2
Contractor's Undertaking

Add new Sub Clause (5.2) as follows:

“The Contractor undertakes that the maintenance services, the performance and the completed Works will be in accordance with:

- (a) the Laws in the Country, and
- (b) the documents forming the Contract, as altered or modified to meet the Employer's Requirement.”

“The Bidder shall comply with the Workers' Right Act 2019 and any amendments thereof”.

“The Bidder shall also comply with the Covid-19 (Miscellaneous Provisions) Act and Quarantine Act 2020 with amendments thereof”.

Sub-Clause 5.3
Contractor's Technical
Standards and
Regulations

Add new Sub Clause 5.3 as follows:

The design, the Contractor's Documents, the execution and the completed Works shall comply with the Country's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable Laws, or in conformity with latest British Standard or equivalent standard.

11. Payment

Sub-Clause 11.1
Valuation of the Works

Add new Sub Clause 11.1 as follows:

Payment shall be effected on a monthly basis based on monthly activities carried out as per the Schedules.

Sub Clause 11.2
Monthly Statements of
the General Conditions

Insert the following at last para at page 99 as follows:

“In view of the present Contract is a Maintenance Service Contract and the Employer is supplying the spare parts, the following Sub Clause are omitted:

- **Sub Clause 11.2 (b)** – Payments of value of materials and plants delivered on site
- **Sub Clause 11.4 and Sub Clause 11.5** – Payments of Retention Money – as there will be no retention money.

13. Force Majeure

Sub-Clause 13.2
Force Majeure

Add new para in **Sub-Clause 13.2** after last sentence.

Cyclones and Floods as experienced in the Country where Works shall be implemented, shall not be considered as Force Majeure.

14. Insurance

Sub Clause 14.1
Insurance Extent of
Cover

Delete Sub Clause 14.1 in entirety and insert the following:

The Employer may, prior to commencing the Maintenance Services, effect and thereafter maintain insurances for the whole of value of the Premises, contents, against Allied and Perils Risk (if any).

15. Resolution of Disputes

Clause 15
Resolution of Disputes

Delete Clause 15.0 in entirety and replace new **Clause 15.0** as follows:

Sub-Clause 15.1
Employer's Representative
Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the 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. Such reference shall state that it is made pursuant to this Clause. No later than the eighty fourth (84th) day after the date on which he received such reference the Employer's Representative shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Employer's Representative unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decisions of the Employer's Representative, or if the Employer's Representative fails to give notice of his decision on or before the eighty fourth (84th) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth (70th) day after the day on which he received notice of such decision, on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be, give notice to the other party, with a copy for information to the Employer's Representative, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provide, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute, and, subject to **Sub-Clause 15.4** of Particular Conditions no arbitration in respect thereof may be commenced unless such notice is given.

If the Employer's has given notice of his decision as to a matter Adjudication in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth (70th) day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor'.

Sub-Clause 15.2
Amicable Settlement

Where notice of dissatisfaction has been given under **Sub-Clause 15.1** above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the eighty fourth (84th) day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

Sub-Clause 15.3
Arbitration

'Unless settled amicable, any dispute in respect of which:

- a) the decision, if any, of the Employer's Representative has not become final and binding pursuant to **Sub-Clause 15.1**, and
- b) Amicable settlement has not been reached within the period stated in **Sub-Clause 15.2**, shall be settled by an Arbitrator to be agreed by both parties and failing agreement, an Arbitrator nominated by a Judge sitting in Chambers in Mauritius.

The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Employer's Representative related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Employer's Representative for the purpose of obtaining his said decision pursuant to **Sub-Clause 15.1**. No such decision shall disqualify the Employer's Representative from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. Arbitration may commence prior to or after completion of the Works, provided that the obligations of the Employer, the Employer's Representative and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works'.

The cost of the Arbitration shall be borne by the losing party.

Sub-Clause 15.4

Failure to comply with Employer's Representative Decision

'Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in **Sub-Clause 15.1**, and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with **Sub-Clause 15.3**. The provisions of **Sub-Clauses 15.1 and 15.2** shall not apply to any such reference'.

Sub-Clause 15.5

Place of Arbitration

The place of arbitration shall be Mauritius and the arbitration shall be conducted in English according to the Laws of Republic of Mauritius.

16. Fraud and Corruption

Sub-Clause 16.1

Fraud and Corruption

If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.

Sub-Clause 16.2

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed forthwith.

Sub-Clause 16.3

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing

or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under **Sub-Clause 16.4**.

Sub-Clause 16.4

The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor’s attention is drawn to **Sub-Clause 16** which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under **Sub-Clause 16.4** constitute a prohibited practice subject to contract termination.

Sub-Clause 17.1

Local Taxation

The prices bid by the Contractor shall include all taxes, all customs duties, import duties, business taxes and income and other taxes that may be levied in accordance to the laws and regulations in being as of the date for submission of bids in the Republic of Mauritius on the Contractor's Equipment, Plant, materials and supplies acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Republic of Mauritius in this respect of the Contract. The prices shall include all cost in respect to Workers' Right Act 2019.

The Client is exempted from Value Added Tax. VAT Exempted Certificate shall be submitted to the appointed Contractor accordingly.

Sub-Clause 17.3

Income Taxes on Staff

The Contractor's staff, personnel and labour will be liable to pay personal income taxes in the Employer's country in respect their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

APPENDIX TO TENDER

APPENDIX TO CONDITIONS OF CONTRACT

This Appendix forms part of the Agreement.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]

Item	Sub-Clause	Data
Documents Forming the Contract listed in the order of priority	1.1.1	
Document (delete if not applicable)		Document Identification
(a) The Agreement		Applicable
(b) Particular Conditions		Part II – Particular Conditions
(c) General Conditions		Applicable
(d) The Employer's Requirement		Applicable
(e) The Contractor's Bid		For whole of the work
(f) Architect Drawings		
(g) Manual Guarantees		
(h) Schedule of works		
Time for Completion (Whole Services)	1.1.9	365 Calendar days but with options as per Client's Requirements.
Law of the Contract	1.4	Republic of Mauritius
Language	1.5	English
Possession of Premises	2.1	Within 14 days from letter of Acceptance
Authorised person	3.1	Head of Chancery
Performance security:		
Amount	4.4	5% of the Contract Sum
Form	4.4	Refer Appendix
Programme:		
Date of commencement of the Works, from date	7.1	Immediately from Date of possession of Premises
Time for submission	7.2	Within 7 days of the Commencement Date.

APPENDIX TO CONDITIONS OF CONTRACT (cont'd)

Amount payable due to failure to complete	7.4	Refer above to Bidding Document
Currency of payment	11.7	Mauritian Rupees
Delayed Payment	11.8	Based on prevailing bank rate

.....

Contractor

Date

.....

Employer

Date

Technical Bidding Documents

DOCUMENT IV

- Client's Requirements

**CLIENT'S
REQUIREM
ENTS**



SCOPE OF MAINTENANCE WORK

1.0 Scope of Maintenance Services

The Maintenance Contract shall submit to the Facility Manager a work plan which will demonstrate how the Maintenance Contractor shall discharge the maintenance services including management of the Employer's facilities. The proposed work shall be proactive and subject to review and refinement.

The Maintenance Contractor must overview the Employer's facilities, premises and warrants that the Maintenance Contractor have carried out all reasonable investigations and inspections of the Employer's facilities, premises and including the assets. The Maintenance Contractor must confirm that the Employer's facilities, premises and assets are capable to be maintained and managed to the reasonable standards as specified in the Maintenance Contract scope of work. This will avoid splitting the responsibilities of the Maintenance Contractor stating that the Employer's facilities, premises and the assets have substandard work done by the Building Contractor. As built drawings, technical manuals, operations manual, maintenance manual, may be consulted at Chancery, after having appointment with the Head of Chancery, during working hours.

The High Commission of India proposes to entrust the services of a Management and Maintenance Firm also known as the Service Provider, having at least three years of experience in facility management and maintenance of buildings and/or in related field for the purpose of managing the Chancery and Staff Residence for the High Commission of India located at Ebene, Mauritius. The Maintenance Contract will be for one (1) year starting from the date of commencement of the Contract and with a possibility to extend the Contract on same Services and Conditions for another two (2) successive years depending upon satisfactory performance by the Maintenance Services Contractor.

1.1 The main objectives of the Maintenance Contractor shall be:

- To ensure optimal and efficient running of the buildings.
- To ensure regular and preventive maintenance is carried out.
- To ensure that minor repairs and maintenance are carried out by its internal team.
- To ensure the maximum comfort and security to occupants of the building.
- To ensure that returns on investments are maximized.
- To ensure that Contractors of specialized services namely cleaning, security, pest control, fire alarm and firefighting and other Mechanical and Electrical equipment appointed by the Client perform to satisfaction.

1.2 (A) The Management & Maintenance Services for Buildings shall consist of but shall not be limited to:

1.2.1 Daily cleaning of the offices including cleaning of rest room, toilets, kitchenette, showers, dusting of wall-hangings, glass-doors, polishing of brass items, replacement of toilet papers, good quality soap dispenser, associated walkaways, piazza driveway, carpark. The maintenance shall ensure there is always stock of toilet papers, soap dispensers for smooth running of the office.

The Offices are as follows:

- Chancery Building
- Multipurpose Halls
- Gate post No. 1 and No. 2
- Technical Building, with associated toilets

1.2.2 Daily cleaning of common areas to Residential Blocks, staircase, louvered aluminium openings to service ducts, associated walkaways, driveway, parking areas.

1.2.3 Cleaning of external glazing lobby glazing both internal surfaces and external surfaces, ironmongeries and oiling of hinges locks on 3 months interval for clear view, proper functioning including cleaning framing to the following premises:

- Chancery Building
- Multipurpose Halls
- Gate post No. 1 and No. 2
- Technical Building
- Residential Building

1.2.4 Cleaning of granite cladding, stainless steel features, balustrade, brise-soleil alucobond cladding, metal gate, wall cladding to boundary wall, carpark framing roofing, roof waterproofing, roof outlet, roof sheeting on yearly basis to the following premises:

- Chancery Building
- Multipurpose Halls
- Gate post No. 1 and No. 2
- Technical Building
- Residential Building
- Boundary wall

1.2.5 Water jet cleaning of driveway, parking, cleaning of surface water drains, catch pit, rodding of waste pipes for proper drainage system at 6 months interval.

1.2.6 Maintenance of landscaping work, and replacement dead plants with similar plant/shrubs. Mowing grass on fortnightly basis, including trimming of green turf on monthly basis and breaking of soil around plant areas on monthly basis. Provision of manure, fertilizers, insecticide treatment on monthly basis.

The following landscaped areas shall be involved:

- Whole areas in the premises including treatment of water pond and rock garden.
- Reserve portion along the public road (Both Sides)
- Sides landscaped areas outside the boundary wall, to plot belonging to Land scope Mauritius.

1.2.7 Rodent treatment/mosquitoes

Provision of rodent treatment around the whole compound, to ensure there is no rodent, mosquitoes, insects and the like. Treatment must be made minimum monthly basis and as when required for good control.

1.2.8 Anti Termite treatment

Provision of **warranty** based Anti-Termite treatment around the whole compound including Residential complex and along perimeter wall, to ensure that there is no termite-infestation. Treatment must be made on a minimum monthly basis and as when required for good control.

1.2 (B) The Management & Maintenance Services for M&E Services shall consist of but shall not be limited to:

1. ELECTRICAL INSTALLATIONS

- (a) Distribution boards & sub-distribution boards
- (b) Switchgears
- (c) Cabling & wireways
- (d) Lighting, emergency lighting & power
- (e) Electrical accessories
- (f) Fire alarm system and devices
- (g) Lighting control system
- (h) Building management system
- (i) UPS
- (j) Power Factor Corrector
- (k) Surge protection
- (l) Lightning Protection
- (m) Earthing

2. AIR CONDITIONING AND VENTILATIONS INSTALLATIONS

2.1 Chancery Building

- (a) Air-conditioning: Variable Refrigerant Flow (VRF) units with cassette and concealed type indoor units
- (b) Air-conditioning (server room): split units
- (c) Refrigerant and condensate drain pipes network
- (d) Air ducts, grilles and associated accessories
- (e) Fresh air supply: inline axial fans and supply air diffusers where required
- (f) Toilet & mess extraction: inline axial fans and disc valves
- (g) Gas fired document Incinerator and associated valves and gas supply system

2.2 Multipurpose Hall

- (a) Air-conditioning and fresh air supply: Compact water chiller unit, air handling units, G/S duct with supply and extract air diffusers/grilles
- (b) Chilled water network and condensate drain pipe with associated accessories
- (c) Air-conditioning (green room): Fan coil units
- (d) Toilet extraction: Inline axial fans and disc valves
- (e) Kitchen fresh air and extraction system: Axial roof fans and G/S duct with extract air diffusers

2.3 Residential Block

- (a) Staircase pressurization fan and associated grilles.

2.4 Gate Houses

- (a) Turbine roof ventilator at gate house no.1
- (b) Split DC air-conditioning units at gate houses 1 & 2

3. **PLUMBING INSTALLATIONS**

- (a) Domestic water pump and associated suction and distribution piping
- (b) Suction manifold and associated valves
- (c) Inspection of manholes and covers
- (d) Submersible pumps at sump and associated piping & accessories
- (e) Cold water network (HDPE & copper pipes)
- (f) Solar water heaters, storage tanks and associated piping network and valves
- (g) Circulation pumps and associated valves
- (h) Electric Water heaters and associated valves
- (i) External sewer / waste water installation and underground piping
- (j) Sterilization of underground water tanks (1 no. for Domestic/Fire-fighting purposes + 1 no. for rainwater collection)
- (k) Irrigation network and irrigation points
- (l) Gas cylinders, pipes and associated valves
- (m) Plumbing connection to sanitary appliances

4. **FIRE FIGHTING INSTALLATIONS**

- (a) Fire-fighting pumps- comprising of 2 nos. pumps and associated suction piping
- (b) Firefighting network in HDPE (underground) and galvanised steel (in risers and false ceiling)
- (c) Fire Extinguishers, CO₂ bottle type and dry powder ABC type
- (d) Fire hose reels, swing type and recessed cabinet type
- (e) Dry riser and landing valves installation in Residential Block
- (f) Fire suppression system in Chancery building- FM 200 in file storage room and Aerosol Canister type in server room and strong rooms

5. **LIFT INSTALLATIONS**

5.1 Chancery Building

- (a) 1 no. passenger lift 1350 kg (18 persons), 1.0 m/s, MRL model and serving ground to first floors (2 stops in line) with centre-opening doors.
- (b) 1 no. passenger lift 1000 kg (13 persons), 1.0 m/s, MRL model and serving ground to first floors (2 stops in line) with centre-opening doors.

5.2 Residential Block

- (a) 1 Nos. stretcher lift 1000 kg (13 persons), 1.6 m/s, MRL model and serving ground to seventh floors (8 stops in line) with side-opening doors.
- (b) 1 Nos. stretcher lift 1000 kg (13 persons), 1.6 m/s, MRL model and serving ground to fifth floors (6 stops in line) with side-opening doors.

6. **STANDBY GENERATOR INSTALLATIONS**

1 no. canopied standby generator 275 kVA, 3 phase, 50 Hz with extended base tank for 48H autonomy installed in technical yard open to sky.

7. **TELEPHONE & DATA INSTALLATIONS**

- (a) Data Cabinets
- (b) Horizontal & vertical cabling
- (c) Patch panel
- (d) Patch cords
- (e) Data sockets
- (f) Telephone set
- (g) IP PBX

8. **ACCESS CONTROL & SECURITY INSTALLATIONS**

- (a) Access control
 - Door readers
 - Door contacts
 - Proximity cards

- (b) Security
 - Motorised gates
 - Hydraulic bollards
 - Under vehicle scanner
 - Road blocker
 - Baggage scanner
 - Walk-through metal detector
 - Hand held metal detector

9. MATV, SOUND & STAGE LIGHTING

9.1 Chancery Building

- (a) MATV
- (b) Public address system
- (c) Queuing and ticketing system
- (d) International clock system
- (e) Videoconferencing system

9.2 Multipurpose Hall

- (a) Stage lighting system
- (b) Sound system
- (c) Audiovisual system
- (d) Stage scenic equipment

9.3 Residential Block

- (a) MATV
- (b) Intercom

9.4 Gate Houses

- (a) Intercom

10. PHOTOVOLTAIC

- (a) PV modules
- (b) Inverter
- (c) Cabling

1.2 (C) Schedule of Maintenance

ELECTRICAL		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	MLVP	1 Month
2	Distribution Boards	3 Months
3	Electrical Accessories	12 months
4	Fire Alarm System	4 months
5	Lighting Control System	3 Months
6	BMS	3 Months
7	Power Factor Corrector	3 Months

AIR CONDITIONING AND VENTILATION SERVICES		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	Document Incinerator	1 Month
2	Split AC Units	3 Months
3	VRF Outdoor Units	3 Months
4	VRF Indoor Units	3 Months
5	VRF Centralised Controller	3 Months
6	Chiller Unit	3 Months
7	Air Handling Unit	3 Months
8	Fan Coil Unit	3 Months
9	Dampers	3 Months
10	Fresh Air & Extraction Fans	3 Months
11	Pressurisation Fan	3 Months
12	Grilles	1 Month
13	Mini VRF Outdoor Units	3 Months
14	Mini VRF Indoor Units	3 Months

PUBLIC HEALTH AND FIRE FIGHTING SERVICES		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	Domestic cold water booster pump sets	3 Months
2	Fire Fighting pumpset	3 Months
3	Hot Water Circulating pumps	3 Months
4	Solar Collector Panel	6 Months
5	Aerosol Cannister Fire Suppression System	3 Months
6	Inergen Fire Suppression System	3 Months
7	Sewer Pump	3 Months
8	Hot Water Storage Tank	4 Months
9	Submersible pumps	6 Months
10	Float operated lever valves	12 Months
11	Isolating valves	3 Months
12	Cold water storage tank	6 Months
13	Electric Water Heater	6 Months

Lifts		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	Lift No. 1	1 Month
2	Lift No. 2	1 Month
3	Lift No. 3	1 Month
4	Lift No. 4	1 Month

Standby Generator		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	S Generator	3 Months

Telephone & Data		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	Data Cabinets	6 Months

Access Control & Security		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	Access Control	4 Months
2	Security	4 Months

MATV, Intercom, Stage Lighting and Sound System		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	MATV	6 Months
2	Public address system	12 Months
3	Queuing and ticketing system	4 Months
4	International clock system	12 Months
5	Videoconferencing system	12 Months
6	Stage lighting system	6 Months
7	Sound system	12 Months
8	Audiovisual system	6 Months
9	Stage scenic equipment	12 Months
10	Intercom	12 Months

Photovoltaic		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	PV	12 Months

Luminaires		
ITEM	DESCRIPTION	FREQUENCY OF MAINTENANCE
1	Luminaires	3 Months
2	Emergency Luminaires	1 Months

CHANCERY & STAFF RESIDENCES AT EBENE FOR HIGH COMMISSION OF INDIA

SCHEDULE OF EQUIPMENT

ELECTRICAL INSTALLATIONS

DESCRIPTION	MAKE/MODEL
Electrical Distribution Board & switchgears	Legrand
Electrical accessories	Legrand
Fire Alarm System	Apollo/Synchro
Lighting Control System	Legrand
BMS	TRANE
UPS	Makelsan, 20 KVA
Power Factor Corrector	Comar, 200kVAR
Surge Protection	Erico
Lightning Protection System	Erico
Earthing System	Erico

AIR CONDITIONING AND VENTILATION SERVICES

DESCRIPTION	MAKE/MODEL
Document Incinerator	MACROburn Incinerator: 23B
Split DC Inverter AC Unit	Midea MSMBC-18CRDN1-QC2
VRF Outdoor Unit V5X	<ol style="list-style-type: none"> 1. VRF Outdoor Unit 84 kW for Group A Midea 84 kW MV5-X840W/V2GN1 2. VRF Outdoor Unit 67 kW for Group B Midea 67 kW MV5-X670W/V2GN1 3. VRF Outdoor Unit 56 kW for Group C Midea 56 kW MV5-X560W/V2GN1 4. VRF Outdoor Unit 61.5 kW for Group D Midea 61.5 kW MV5-X615W/V2GN1 5. VRF Outdoor Unit 89.5 kW for Group E Midea 89.5 kW MV5-X895W/V2GN1
VRF Indoor Unit	<ol style="list-style-type: none"> 1. Compact Four Way Cassette For Group A, B & E. Midea 2.8kW MDV-D28Q4/N1-A3 2. Compact Four Way Cassette For Group A, C, D & E. Midea 3.6kW MDV-D36Q4/N1-A3 3. Compact Four Way Cassette For Group A, B, C & D. Midea 4.5kW MDV-D45Q4/N1-A3 4. Four Way Cassette For Group A, B & D. Midea 5.6kW MDV-D56Q4/N1-D 5. Four Way Cassette For Group B. Midea 7.1kW MDV-D71Q4/N1-D 6. Medium Pressure Duct For Group E. Midea 9.0kW MDV-D90T2/N1-BA5 7. High Static Pressure Duct For Group B, C & E. Midea 14.0kW MDV-D140T1/N1-B 8. High Static Pressure Duct For Group D & E. Midea 25.0kW MDV-D250T1/N1-B 9. High Static Pressure Duct For Group A. Midea 28.0kW MDV-D280T1/N1-B

DESCRIPTION	MAKE/MODEL
VRF Centralised Controller/ BMS BACnet Card	1. Centralised indoor Controller for System A; B & C-D-E Midea- CCM30 2. Centralised indoor Controller for System A; B; C; D & E Midea- MD-CCM02 3. BMS BACnet Communication Card for Indoor & Outdoor System A; B; C; D & E Midea- MD-CCM08
Water Chilled Plant	Trane CGAM
Air Handling Unit	1. Air Handling Unit 32kW Trane/ CLCP-006 2. Air Handling Unit 125kW Trane/ CLCP-014
Fan Coil Unit	Midea MKA-750R
Dampers	1. Damper for Ducting Fance Air RG 2. Fire Damper for AHU Supply/Return Ducts France Air REF500-4 MICRO REF500-4 EVO

DESCRIPTION	MAKE/MODEL
Toilet Extraction and Ventilation Fans	<ol style="list-style-type: none"> 1. Chancery Ground Floor- Toilet Extraction Fan 400 m³/hr @ 200 Pa France Air Canal'Air C 200 2. Chancery Ground Floor - Toilet Extraction Fan 250 m³/hr at 175 Pa France Air Canal Fast 160 3. Chancery Ground Floor- Fresh Air Fan 1500m³/hr at 240Pa France Air Canal Fast Isole 400 4. Chancery Ground Floor- Fresh Air Fan 1300m³/hr at 200Pa France Air Canal Fast 315 5. Chancery First Floor- Toilet Extraction Fan 400m³/hr at 200 Pa France Air Canal'Air C 200 6. Chancery First Floor- Fresh Air Fan 1400m³/hr at 200 Pa France Air Canal Fast 315 7. Chancery First Floor- Fresh Air Fan 1500m³/hr at 200 Pa France Air Canal Fast Isole 400 8. Chancery First Floor- Toilet Extraction Fan 480m³/hr at 200 Pa France Air Canal'Air C 200 9. Chancery First Floor- Toilet Extraction Fan 250m³/hr at 175 Pa France Air Canal Fast 160 10. Chancery First Floor- Fresh Air Fan 700m³/hr at 175 Pa France Air Canal Fast Isole 250 11. Chancery First Floor- Fresh Air Fan 300m³/hr at 175 Pa France Air Canal Fast 160 12. Chancery First Floor- Toilet Extraction Fan 160m³/hr at 200 Pa France Air Canal Fast 125S 13. Multipurpose Hall Ground floor- Toilet Extraction Fan 480m³/hr at 200 Pa France Air Canal Fast 200 14. Multipurpose Hall Ground Floor- Toilet Extraction Fan 80m³/hr at 150 Pa France Air Canal Fast 125S 15. Multipurpose Hall Ground Floor- Toilet Extraction Fan 800m³/hr at 200 Pa France Air Canal Fast 250 16. Multipurpose Hall Ground Floor- Toilet Extraction Fan 560m³/hr at 200Pa France Air Canal Fast 200 17. Multipurpose Hall First Floor- Toilet Extraction Fan 80m³/hr at 150 Pa France Air Canal Fast 125S 18. Multipurpose Hall Mezzanine Floor- Kitchen Extraction Fan 8800 m³/hr at 230 Pa France Air Axalu 500 19. Multipurpose Hall Mezzanine Floor- Kitchen Fresh Air Fan 7600m³/hr at 320 Pa France Air Modulys DP 15/15
Pressurisation fan	<ol style="list-style-type: none"> 1. Staircase Pressurisation Fan 9200m³/hr at 250 Pa France Air Modulys DP 15/15

DESCRIPTION	MAKE/MODEL
Pressure vessel	1. Pressure Vessel for Chiller Unit 100L Global Water Solutions MXB-100LV
Accessories related to Chiller Pipework	1. Isolating valves Art: 3028 2. Strainer Art: 2458 Art: 3302N 3. Balancing valves MMA STV 10-150
Split AC Unit-Cassette Type	Midea Indoor Unit: MCD-24HRDN1-QW(B) Outdoor Unit:MOCA30U-24HDN1-
Grilles	<ol style="list-style-type: none"> 1. Linear Supply Grilles France Air LAU 173 3F 1175 c/w damper 2. Linear Dummy Grilles France Air LAU 173 3F 1175 3. Linear Return Grilles France Air LAU 272 3F 1175 c/w damper & filter. 4. Four way Diffuser Grilles France Air DAP 40 c/w damper & filter 5. External Weather Louvre France Air GEA 500x400 6. External Grille France Air GRA Dia 200, GRA Dia 315 7. Circular Diffuser with square base France Air DAP03 RI Dia 160 8. Transfer Grilles/ Transfer Door Grilles France Air GAV91 200x150, 300x200, 300x100 9. Disk valve for Extraction France Air AUSTRALE Dia 100 10. Ceiling/ Duct mounted Supply grille France Air DAU03 Dia 200 c/w damper 11. Ceiling/ Duct mounted Return grille France Air SFV 21 625x225 c/w damper 12. Wall-mounted double deflection return grille France Air GAC 21 1000x200 13. Duct-mounted return grille France Air GEA 200x200 14. External Weather Louvre France Air GEA 200x200 15. Transfer Door grilles France Air GAV91 600x600.

DESCRIPTION	MAKE/MODEL
	16. Supply Air Grille France Air DAP 40c/w damper 17. Wall mounted Supply Grille France Air GAC 21 400x150 c/w damper 18. Weatherproof Air Intake Grille France Air GRILLE GLA 1200x1000 19. Aluminium Overpressure Grille France Air Pandora Premio 600x522 20. Air Supply Grille France Air GAC 21 1200 x1000
Dampers	1. Damper for Ducting France Air RG 2. Fire Damper for AHU Supply/Return Ducts France Air REF500-4 MICRO REF500-4 EVO
Turbine Roof Ventilator	1. Turbine Roof Ventilator Pinnacle CPT 300
Split AC Unit-Cassette Type	1. Cassette type Split AC Unit Midea Indoor Unit: MCD-24HRDN1-Q Outdoor Unit: MOU-24HDN1-Q
Toilet Extraction and Ventilation Fans	1. Chancery Ground Floor- Toilet Extraction Fan 400 m ³ /hr @ 200 Pa France Air Canal Fast 200 3. Chancery Ground Floor- Fresh Air Fan 1500m ³ /hr at 240Pa France Air Canal Fast Isole 400 c/w filtre 4. Chancery Ground Floor- Fresh Air Fan 1300m ³ /hr at 200Pa France Air Canal Fast Isole 400 c/w filtre 5. Chancery First Floor- Toilet Extraction Fan 400m ³ /hr at 200 Pa France Air Canal Fast 200 6. Chancery First Floor- Fresh Air Fan 1400m ³ /hr at 200 Pa France Air Canal Fast Isole 400 c/w filtre 7. Chancery First Floor- Fresh Air Fan 1500m ³ /hr at 200 Pa France Air Canal Fast Isole 400 c/w filtre & Silencer 8. Chancery First Floor- Toilet Extraction Fan 480m ³ /hr at 200 Pa France Air Canal Fast 200 10. Chancery First Floor- Fresh Air Fan 700m ³ /hr at 175 Pa France Air Canal Fast 250 c/w filtre and Silencer 11. Chancery First Floor- Fresh Air Fan 300m ³ /hr at 175 Pa France Air Canal Fast 160 c/w filter 15. Multipurpose Hall Ground Floor- Toilet Extraction Fan 800m ³ /hr at 200 Pa France Air Canal Fast 315 18. Multipurpose Hall Mezzanine Floor- Kitchen Extraction Fan 8800 m ³ /hr at 230 Pa France Air Axalu 500

DESCRIPTION	MAKE/MODEL
Grilles	<ol style="list-style-type: none"> 1. 1. Linear Supply Grilles France Air LAU 272-3 1175 RAL 9010 c/w damper 2. Linear Dummy Grilles France Air LAU 272-3-1175 3. Linear Return Grilles France Air LAU 272-3 1175 PF RAL 9010 c/w damper & filter. 8. Transfer Grilles/ Transfer Door Grilles France Air GAV91 200x150, 300x200, 300x100 9. Disk valve for Extraction France Air AUSTRALE Dia 80 & 100 10. Ceiling/ Duct mounted Supply grille France Air DAU03 Dia 200 & 250 c/w damper 11. Ceiling/ Duct mounted Return grille France Air SFV 21 625x225 c/w damper 12. Wall-mounted double deflection return grille France Air GAC 21 1000x200 c/w damper 14. External Weather Louvre France Air GEA 300x300 19. Aluminium Overpressure Grille France Air Pandora Premio 800x598
Refrigerant pipes	Local
Indoor & Outdoor units	<ol style="list-style-type: none"> 1(a). Wall mounted units 2.8kWc Midea/ MDV-D28G/N1-S 1(b). Wall mounted units 3.6kWc Midea/ MDV-D36G/N1-S 1(c). Wall mounted units 4.5kWc Midea/ MDV-D45G/N1-S 2(a). One-way Cassette 2.2kWc Midea/ MDV-D22Q1/N1-D 2(b). One-way Cassette 3.6kWc Midea/ MDV-D36Q1/N1-D 3. Ceiling mounted 3.6kWc MDV-D36DL/N1-C 4(a). Outdoor units 8kWc Midea/ V80W/DN1 4(b). Outdoor units 12.3kWc Midea/ V120W/DN1 4(c). Outdoor units 14kWc Midea/ V140W/DN1 4(d). Outdoor units 15.5kWc Midea/ V160W/DN1(B)

PUBLIC HEALTH AND FIRE FIGHTING SERVICES

DESCRIPTION	DETAILS MAKE/MODEL
Manifold	Uniko
Domestic Cold Water Booster Pumpset	Domestic Cold Water Pump for Residential Salmson: N-ALTI-VE-806-2-16-T4-2G
Fire Fighting Pumpset	Salmson: ALTI V 412-2-CE-B 16- T4
Valves & Accessories	<ol style="list-style-type: none"> 1. Ball Valve Art: 3028 2. Non Return Valve Art: 3121 3. Pressure Reduce Valve Art: 3318 4. Automatic Air Release Art: 70037
Hot Water Circulating Pumps	<ol style="list-style-type: none"> 1. Hot Water Circulation Pump Salmson: LRL 203-16/1.1 2. Hot Water Circulation Pump Salmson: JRL 203- 16/1.1
Solar Collector Panel	1. Solar Collector Panel Rheem NPT200 Collectors- 610 340/430 Series
Aerosol Cannister Fire Suppression System	<ol style="list-style-type: none"> 1. Kentc-Sigma A-XT Extinguishant control panel 230V K-1810-13 2. Manual Extinguishant disable switch VF-1832-10 3. Conventional Base for Detector UBR-100 4. Optical Smoke Detector S-1000 5. Rate of Rise Heat Detector S3500 A1R 6. Fire Ext. Generator FP-3000 7. Sequential Activator FP-SA/GEN-3 8. Material Safety Data Sheet 9. Manual Call Point AH-0217 10. Electronic Sounder & Beacon AH-03127-BS 11. Remote Indicating Lamp AH-01313 12. Fire alarm cable 2core x 1.5mm2 Kabelcon

DESCRIPTION	MAKE/MODEL
Inergen Fire Suppression System	1. Material Safety Data Sheet 2. Technical Data Sheet
Electric Water Heater	1. Undersink Electric Water Heater Clage CEX 9-U (8.8kW) 2. Undersink Electric Water Heater Clage CEX 9 (8.8kW) 3. Undersink Electric Water Heater Clage CEX-U (13.5kW) 4. Wall Hung Electric Water Heater Clage DEX 12 (12kW)
Irrigation Point	1. Irrigation Valve Box Rainbird Standard Rectangular Series (VB-STD) 2. Irrigation Turf Valve Control Irrigation TV 25
Sewer Pump	1. Sewer Pump Zenit: DRN 250/2/80 A1DT5
Hot Water Storage Tank	1. Hot Water Storage Tank 2000 Lts Warranty: 1 year Thickness: 50mm 116 PE @ 2000 Lts
Floor Drains	1. Floor Traps 100 x 100 HKSC Classic Floor Drains (300-50-A) 2. Floor Traps 150 x 150 HKSC Classic Floor Drains (300-50-A) 3. Shower Floor Traps 150 x 150 HKSC Insulation Skirted Shower Traps (G150-15-1) 4. Shower Floor Traps 100 x 100 HKSC Insulation Skirted Shower Traps (G150-10-1) 5. Industrial Floor Traps 200 x 200 with 75mm outlet HKSC All SS Filter Floor Traps (SP-170-20) 6. Shower drain channel length 800mm HKSC SS Shower Channels (DPD1-080-01)- 812x72
Non Return Flap	1. Non Return Flap Make/Model: 100
Bottle Trap & P Trap	1. Bottle Trap for Wash Hand Basin PEX-460S-1 1/4 -C/P 2. Bottle Trap for Sink PEX-460-1 1/2 -C/P
Grease Trap	1. PE Grease Trap Nabridas/ GT 3000
Main Thermostatic Mixing Valve	1. Main Thermostatic Mixing valve Caleffi/2521

LIFTS

DESCRIPTION	MAKE/MODEL
Lifts	Residential
	Lift 1 - KONE, 1000kg
	Lift 2 – KONE, 1000kg
	Chancery
	Lift 3 – KONE, 1350kg
Lift 4 – KONE, 1000kg	

STANDBY GENERATOR

DESCRIPTION	MAKE/MODEL
STANDBY GENERATOR SET	FG WILSON P275

TELEPHONE & DATA INSTALLATIONS

DESCRIPTION	MAKE/MODEL
DATA SYSTEM	CISCO/EXCEL
IP PBX TELEPHONE SYSTEM FOR CHANCERY BUILDING	Panasonic
WIFI SYSTEM	Cisco
TELEPHONE SET FOR RESIDENTIAL BLOCK	Alcatel

ACCESS CONTROL & SECURITY INSTALLATIONS

DESCRIPTION	MAKE/MODEL
HYDRAULIC BOLLARDS	FAAC
SLIDING GATE MOTOR	GENIUS
SWING GATE MOTOR	GENIUS
HYDRAULIC ROAD BLOCKER	OPTIMA
UNDER VEHICLE SCANNER	ADVANCED DETECTION
BAGGAGE SCANNER	ASTROPHYSICS
WALK THROUGH METAL DETECTOR	GARRETT
HAND HELD METAL DETECTOR	GARRETT

MATV, INTERCOM, STAGE LIGHTING & SOUND SYSTEM

DESCRIPTION	MAKE/MODEL
MATV	FRACARRO
Public address system	APART//ITC
Queuing and ticketing system	QMATIC
International clock system	WHARTON
Videoconferencing system	AVERMEDIA
Stage lighting system	MARTIN/ARENA LUCCI/ BMS
Sound system	SOUNDCRAFT/LAACOUSTICS
Audiovisual system	NEC/ABSEN/CRESTRON
Stage scenic equipment	DOUGHTY ENGINEERING
Intercom	GOLMAR

PHOTOVOLTAIC INSTALLATIONS

DESCRIPTION	MAKE/MODEL
<p>SOLAR PHOTOVOLTAIC SYSTEM</p>	<ol style="list-style-type: none">1. Solar panels Yingli/YL300P-35b2. Solar Inverter ABB/TRIO-27.6-TL-OUTD-S2X-4003. Data Logger ABB/VSN700-034. Mounting Supports K2/ Minirail5. Solar Cable Elan-A6S 1C4sqmm

1.3 Normal Working Hours

The Maintenance Contractor's personnel shall assume duty as follows:

NORMAL WORKING HOURS		
DAYS	TIME IN (hrs)	TIME OUT (hrs)
Weekdays (Mon to Fri)	08:30	17:30
Saturday	08:30	12:00

Bidder shall allow in their tender price all costs in respect to Workers' Right Act 2019. Overtime shall be as per Workers' Right Act 2019, on instruction issued by the Liaison Officer.

Proper attendance register shall be kept and shall be made available to the Client for inspection at any moment.

Works for daily cleaning offices

Working hours for daily cleaning of offices, weekdays shall be as follows:

<u>Chancery Building</u>	<u>Time In (hrs)</u>	<u>Time Out (hrs)</u>
Weekdays (Monday to Friday)	8.30	17.30
Saturday	8.30	12.00

Bidder must allow for shift system in compliance with the Workers' Right Act 2019.

Meeting room and staff offices

Meeting room shall be cleaned and kept tidy after each meeting. Staff offices shall be cleaned twice a day and as and when requested by the liaison officer.

PROVISION OF CLEANING SERVICES

Prospective Maintenance Contractors who will participate in the bidding exercise shall contact the HOC during office hours from 0900 to 1700 for an appointment to overview the Completion Certificates, as built drawings, manuals, warranties at the High Commission of India.

The potential Maintenance Contractors are informed that the duties and responsibilities of the successful bidder shall always be to endeavour to maintain maximum cleanliness .

A. GENERAL CLEANING SERVICES

1.0 Cleaning of Building Interior & Exterior

All works should be undertaken in accordance with recognized best practice in the industry and with the applicable Occupational Safety and Health Legislations. The Maintenance Contractors shall be responsible for the maintenance of the high-level standards of cleaning and performance quality set forth in this document. All the cleaning should be carried out so as to keep the surfaces completely free of dust, stains, paint, stripes, shoe marks, anything spilt and any other blemish that can be removed with standard industry techniques. Any defects noticed by cleaners must be registered and reported to the representatives of The High Commission of India so that the appropriate action could be taken to remedy the situation.

2.0 Cleaning days and times

All office cleaning exercise would be carried out on weekdays, Monday to Friday, during normal working hours that is, 08:30 hrs and 17.30 hrs and or Saturdays as from 08:30 hrs to 12:00 hrs unless otherwise specified. and in case of Meeting Rooms, every room will be cleaned and kept tidy after each meeting. No changes in the agreed days or time can be made without prior approval by the representatives of The High Commission of India.

3.0 General Cleaning Specifications

3.1 Daily Cleaning Activities:

- All waste bins and plastic bags should be emptied, and the bags replaced on time
- Horizontal surfaces that are clear of obstructions should be dusted or vacuum cleaned.
- Visible dirt, shoe marks should be vacuumed cleaned or removed from floor surfaces. All canteen crockery left in corridors, offices and meeting rooms to be returned to the canteen. Dusting of all wall-hangings.
- Glass doors should be cleaned to remove all visible marks.
- Polishing of brass items.
- Stair surfaces, Lifts and Elevators cleaned to remove all signs of visible dirt and shoe marks.
- All sanitary wares (Washbasins, WC pans, Urinals) and mirrors in the toilets should be properly cleaned to remove all traces of visible dirt, water droplets and any visible marks.

- Waste bins in toilets emptied and toilet floors washed to remove all traces of visible marks.
- Toilet consumables (toilet paper, hand towels and good quality liquid soap) replenished.
- Replenishment of air fragrance and maintenance of dispenser.
- Cleaning of the outside grounds and ensuring the outside grounds within The High Commission of India compound and all sites are tidy and free from debris, waste, dried leaves, branches etc.
- PET plastic bottles shall be collected in separate plastic bags as far as reasonably practicable and same shall be disposed in the recycle bin of The High Commission of India compound.

3.2: Specific Cleaning Activities

The Maintenance Contractors shall also provide the services of attendants to undertake cleaning of the toilets during office hours. The attendants shall, on a twice daily basis or as may be required, perform the following tasks: Clean/disinfect all sanitary ware (washbasins, taps, WC pans, door handles, etc.) and mirrors cleaned to remove all traces of visible dirt. Garbage bin emptied; floors washed to remove all traces of visible dirt. Toilet consumables (toilet paper, air fresheners and good quality liquid soap) should be replenished on time and at no point in time should there be shortage of same in toilets.

4.0 Requirements for Service Provider's Staff and Labour

The Chancery and Staff Residences for the High Commission of India is a highly secured area and it will be the responsibility of the Maintenance Contractors to ensure that its employees are properly groomed, trained and possess the qualities and skills to work in such environment.

The personnel should have a clear police record and hold a clean Character Certificate. The employees of the Successful Bidder shall be obliged to submit the Character Certificate within one month from the start of the Contract. Non-submission of the certificates may result in refusal of the employee to work on The High Commission of India premises.

The Maintenance Contractors should provide adequate manpower at all times. The personnel should be properly groomed and trained, properly dressed, have requisite uniform, head cap, identity of Maintenance Company, access pass with respective name and passport photos well conspicuous and duly stamped by the Company seal, so as successfully complete the tasks as fully detailed in this bidding document and up to the required standard.

Its personnel should at all time have in their possession their National Identity Card at all time and appropriate Access Pass. Appropriate access passes would be required to report and have access to sites, it will be the responsibility of the Maintenance Contractors to proceed with the application of same and all expenses shall be borne by the Maintenance Contractors.

Any gross misconduct or unacceptable behaviour on behalf of the Contractor's employee(s) reported to The High Commission of India Management team shall be considered with due diligence and appropriate action will be taken to remedy the situation. In case of repetitive gross misconduct, The High Commission of India may request the Maintenance Contractors to replace the said employee.

B. PERFORMANCE MONITORING

1. Objective

The Representatives of The High Commission of India and the Maintenance Contractors shall meet at least once every two months or as often as it deems necessary, to discuss and review the performance standard of the services provided and matters cropping up, with a view to ensure that the quality and level of services is not jeopardized and/or the image of The High Commission of India is at stake.

2. Management Meetings

The representatives of The High Commission of India shall, after consultation with the Maintenance Contractors, set up a Management Committee comprising The High Commission of India's representatives who are involved in one way or other in the administration of the cleaning services at the organizational levels and the supervisory staff of the Maintenance Contractors.

This committee shall meet as regularly as possible to look into matters related to this Contract and closely monitor this contract.

3. Post Contract Evaluation Report

After the completion of the contract period, The High Commission of India shall prepare a Performance Report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Maintenance Contractors for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Maintenance Contractors shall be kept in the procurement file for all intent and purposes.

4. Management and Supervision

- The Successful Bidder shall communicate with The High Commission of India contact person regarding cleaning schedules, special needs, etc.
- The Successful Bidder shall provide appropriate supervision to ensure compliance with specifications, ongoing training, safety and security measures,
- The Successful Bidder shall report to The High Commission of India Representative, any problems or hazards that will come to their knowledge during the contract period.

5. Cleaning techniques and equipment

The Successful Bidder shall use a wide variety of cleaning methods, chemicals and equipment to facilitate and expedite the cleaning process. The scope of work may include all internal, general and routine cleaning to include floors, tiles, partition walls, internal walls, suspended ceilings, lighting, furniture , window cleaning, deep cleans of sanitary conveniences and washing facilities, kitchens and dining areas, consumables and feminine hygiene facilities as well as cleaning of telephones, IT and other periodic cleaning as required. Carpet cleaning though, even with regular vacuuming, needs hot water extraction applied twice yearly. External cleaning, litter picking.

6. Quality Standards

- Frequency requirements are minimum required. All tasks to be performed as frequently as specified and as needed to maintain a clean condition within all the sites.
- The achievement of the desired standard of cleanliness will result in a complete absence of visible dirt. In order to maintain the facilities in this condition, Contractor will remove any visible dirt, stain, litter which is found as a result of inspection. For purposes of definition, absence of visible dirt shall be as follows but not limited to:
 - (i) Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
 - (ii) Absence of litter and trash on floor and horizontal surfaces.
 - (iii) Absence of finger marks, spots and soil build-up on walls, partitions, doors, dividers, etc.
 - (iv) Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along baseboards, around door jambs, and around furniture and equipment legs and bases.
 - (v) Absence of scale and stain on restroom fixtures, drains, taps, faucets, soap dispensers, paper dispensers, stalls, mirrors, ledges and drinking fountains.

- (vi) Absence of stain and scale on restroom floors and baseboards. Tile and grout maintained free of stain and buildup.
 - (vii) Absence of dust, lint and litter on upholstered furniture.
 - (viii) Absence of litter, dust and encrustations on furniture and equipment surfaces and legs.
 - (ix) Absence of litter, dust, and encrustation in urns, wastebaskets, and trash containers.
 - (x) Absence of marks, spots, stains and streaks on glass and mirrors.
 - (xi) Absence of dust on window blinds, shades, sills, frames and ledges.
 - (xii) Absence of trash in building, litter, debris and spots on all carpets, mats, and floors.
- **Damp mopping:** Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment.
 - **Solid/wet waste collection:** All solid and wet waste within the building shall be collected and transferred to designated disposal areas. Dry and wet waste bins should be emptied every working day and early in the morning (08.30hrs to 17.30hrs), except on Saturdays from 08.30 hrs to 12.00 hrs.
 - **Wet mopping:** Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment. Mops and buckets will be emptied and thoroughly rinsed immediately after use in designated areas.
 - **Spot cleaning:** Smudges, marks or spots shall be removed without causing discoloration or colour fading of the surface.
 - **Dusting:** All corners, crevices, moldings, wall-hangings and ledges shall be free of dirt, debris, and dust. Furniture will be properly and neatly dusted around computers, office equipment etc.
 - **Furniture moving:** As and when required, the Contractor may move any furniture from its original position to proceed with appropriate cleaning. But it will be the responsibility of the Contractor to ensure that same is carried out with utmost care so as not to cause damage of any kind. Over and above, the Contractor shall reinstate the furniture to its original position after the cleaning process.
 - **Brass items:** All brass items are required to be polished on a regular basis.

- **Contractor's Equipment:** Contractor's equipment shall be stored only in areas designated by the Contract Administrator. Equipment shall be stored in a clean, orderly and safe manner. The High Commission of India shall not be held responsible for any misplacement and /or loss of any of these items from these locations.
- **Materials and Equipment:** The Contractor shall use appropriate cleaning products and equipment which are effective and safe for fixtures, furnishings, and finishes in their particular applications. The Contract Administrator may request the Contractor to use/select an alternative cleaning product or piece of equipment if the use of the specific product being used or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings, or finishes. All cleaning products /detergents being stored should be clearly marked/labelled so as to prevent accidents or mishaps.
- **Level of care:** Contractor shall exercise due care at all times to ensure that the cleaning products and practices do not cause any kind of damage to finishes, furnishings, or fixtures. Contractor shall restore to good condition any items damaged from lack of due care.
- **Cleaning Staff:** The contractor's staff shall be properly dressed in the contractor's uniform and well groomed; not indulge in the client's business; demonstrate good interpersonal skills and create minimal disturbance to client staff. Personnel would not be allowed to smoke, eat and drink while working on Sites/Locations/Offices.
- **Gross Misconduct:** Gross misconducts on behalf of contractor's personnel shall be taken into consideration and heavily penalized, to such extent that the cleaning service contract may be terminated.
- **Damages to The High Commission of India Property:** In case during the contract period, any kind of damages have been caused (Accidentally or intentionally) to The High Commission of India property, same should be reported IMMEDIATELY to The High Commission of India representative. Appropriate action would be taken for replacement or remedy. A claim would be submitted to the Contractor for the reimbursement of the expenses incurred.

C. SCHEDULE OF DAILY/WEEKLY OPERATIONS & VERIFICATIONS

All observations and readings shall be properly recorded in the Schedule of Daily/Weekly Operation Log Books in the form of checklists by the qualified technicians, vetted by the technical officer-cum-supervisor and approved by the Building Manager. *A copy of the log book for the current month's operations shall be submitted in the monthly report.*

Logging of Data

The team will have to perform data logging systematically and at the frequency determined hereafter for the different services.

Minor Repair Works and Installations

Minor repair works and installations in the buildings related to building upkeep, structure, Mechanical & Electrical systems and installations such as changing of bulbs & lamps and light fittings, replacement of door handles and locks, attending to a power point which is not working and to a leaking tap or toilet sink, small upgrades in electrical installations will have to be carried out by the daily operations team, straightaway as well as the greasing of shutters once every four months and other works as to be instructed by Client. Intervention for repairs in other engineering aspects of the buildings shall also be performed by the Maintenance Contractor. The Maintenance Contractor shall however submit quotation for minor repair works and shall implement the said work once the quotation is approved. (The client reserves the right to determine reasonably the nature of any repair works to be done as minor or major ones).

Routine Checks

Daily/Weekly routine checks of installations and systems in buildings to make sure that they are working smoothly. Any discrepancies shall be reported to the Representative of The High Commission of India where required for remedial actions.

It is the duty of the Maintenance Contractors to report to the Representative of The High Commission of India of any breakdown in structure and engineering technical equipment such as lifts, generators, HVAC etc. straightaway and propose remedial action.

The Maintenance Contractors shall also request the user to sign on an Intervention Sheet whenever any replacement or repair is being carried in the building. Copies of the Intervention Sheets shall be included in the Monthly Technical Report submitted to Contract Administration of the Commission.

Spare Parts in respect to M&E Equipment

The Maintenance Contractor will have to identify potential suppliers for the supply of the spare parts. These spare parts will be procured by the Client and handed over to the contractor. Damaged parts shall be returned to the Client. All details pertaining request, receipt and use of the spare parts to be properly filled in the asset register, unless requisite spare parts are available in Client's store. All consumables in respect to the maintenance of the M&E equipment shall be included in the quotations.

All observations and readings shall be properly recorded in the Schedule of Daily/Weekly Operation Log Books by the technician, vetted by the technical officer-cum-supervisor and approved by the Contract Administration.

Structural and Civil

For all Structural and Civil features of the buildings, perform the following where applicable in the buildings as to be instructed by client on a weekly basis:

- Check the general building structure for sign of deterioration and cracks
- Check condition of false ceiling and replace damaged ones as and when required. Material procured shall be refunded by the Client, against the invoice;
- Check condition of false partitioning c/w glazing & panels. Material procured shall be refunded by the Client, against the invoice;
- Check conditioning of painting on walls and ceilings. Touch-up where required. Material procured shall be refunded by the Client, against the invoice;
- Check condition of flooring c/w ceramic & laminated tiles and/or carpet. Material procured shall be refunded by the Client, against the invoice;
- Check the proper functioning/condition of all the openings c/w doors, windows door hinges handles, knobs, soft closer & locks. Repair as and where required. Material procured shall be refunded by the Client, against the invoice;
- Check for condition and proper fixation of sign boards. Material procured shall be refunded by the Client, against the invoice.

D. LANDSCAPE MAINTENANCE

The maintenance works would include the following, but not limited to:

- Keep planting areas and the flower boxes free of weeds and undesirable grasses at all time through daily weeding if required. Remove the entire root system of all weeds. Dispose of all weeds in appropriate trash containers. All nut grass shall be manually removed before flowering.
- Mowing of turf/grass area on fortnightly basis including trimming of grass and keep clean and tidy.
- Keep invasive exotic species under control.
- Keep the planting areas free of any rock, stone and pebble or any other foreign materials.
- The Contractor should monitor the ground quality such that the soil should always be kept loose.

- Provision and application of fertilisers/ compost, pesticides and herbicides when required generally on monthly basis. Fertilise as needed in accordance with the manufacturer's recommendations. Exercise caution and proper supervision and take necessary measures to avoid scorching of plants.
- Inspect all plants for disease infestation or insect attack weekly. Treat affected plant immediately with appropriate fungicide or Insecticide until complete recovery.
- Prune accordingly to remove any dead plant, diseased part of the plant or broken and dried branches.
- Remove any dead or dying plants and replace accordingly. Replacement shall be of same species and size as planted. Upon approval of the client, the contractor shall initiate plantation of same kind and size of plant in that area with no additional cost for the plantation exercise. However, procurement of plants shall be reimbursed to the Contractor based on invoice.
- Collect lawn clippings, pruning wastes, tree trimmings, and weeds immediately following the maintenance exercise. Chip if necessary and dispose of/cart away in an approved manner.
- The drains found within certain flower boxes shall be kept clean and free of foreign materials.

E. LIST OF INVENTORY

The Contractor shall after taking possession of the premises, carry out a Schedule of "Written list of Inventory" of all assets, furniture, paintings, for all offices, room areas and duly recorded, shall be taken jointly with the Contract Administrator. The list shall be kept in a conspicuous place as agreed with the Contract Administrator.

F. HANDING OVER ON COMPLETION OF THE CONTRACT

On termination of the M&E Services Contract, the Contractor shall duly hand over all maintenance records, logbooks and any associated reports and shall duly agree on list of assets for the officers, spare parts and consumable procured. The Handing Over must be completed 21 days prior to completion of the Maintenance Contract.

Financial Bidding Documents

DOCUMENT V

- Form of Tender
(Lump Sum Fixed price to be quoted on Letter by Bidder)

**FORM
OF
TENDER**



**CHANCERY AND STAFF RESIDENCES AT MAURITIUS FOR THE
HIGH COMMISSION OF INDIA**

PROVISION OF MAINTENANCE SERVICES

**Form of Tender
/ Letter to Bid**

**The President of India
Represented through
High Commission of India
Plot 65 C,
Cybercity, Ebene
Mauritius**

Sir,

1. Having examined the Drawings, Specifications, Conditions of Contract, Schedules and Appendices thereto and addenda Nos.for the execution of the above mentioned works, the undersigned, offer to carry out complete and maintain the whole of the said works in conformity with the said Drawings, Specifications, Conditions of Contract, Schedules and Appendices thereto and Addenda Nos. for the **Fixed Price Lump Sum as follows:**

Full Occupancy:

Mauritian Rupees

..... MUR:

Bids are exclusive of VAT. The Employer is VAT Exempted. Exemption of VAT Certificate will be issued to Appointed Contractor.

2. We acknowledge that the Appendices to this Bid shall form part of our Bid.
3. We, including any Subcontractors or Suppliers for any part of the Contract, do not have any conflict of interest.

4. We are not participating, as a Bidder in more than one Bid in this tendering process.
5. Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, has not been declared ineligible under the laws of Mauritius.
6. We undertake if our Bid is accepted, to commence the works within Twenty-Eight (28) days of the receipt of the Letter of Acceptance or within 14 days from handing over of the site whichever is later and complete and deliver the whole of the works comprised in the Contract within the time stipulated in the Appendix to Tender calculated from the last days of the aforesaid period in which the works are to be commenced, subject to Engineer's notice to start the work.
7. If our Bid is accepted, we shall obtain within 14 days of receipt of the Letter of Award the Performance Guarantee (to be approved by you) to be jointly and severally bound with us in a sum representing five (5%) per cent of the accepted Contract Sum which shall be inclusive of VAT for the due performance of the Contract under the terms of a Performance Guarantee in the form appended herein.
8. We agree to abide by this Bid for the period of **one hundred and eighty (180) days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. We understand that you are not bound to accept the lowest or any tender and that you will not defray any expense incurred by us in tendering.
10. As security for the due performance of the undertakings and obligations of this Bid, we submit herewith a Tender Security in the amount of **MUR 240,000.00** drawn in your favour and valid for 180 days from the date established for the receiving of Bids.
11. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us and shall be deemed for all purpose to be the Contract Agreement.

Dated this day of.....2024

Signature

In the capacity of

Duly authorised to sign tenders for and on behalf of

.....
(in block letters)

Address

Witness

Address of witness

Occupation of witness

Financial Bidding Documents

DOCUMENT VI

- Schedule of Works and Bill of Quantities
Item/Quantity to be modified /confirmed and rate of
each item to be quoted by Bidder

SCHEDULE OF WORKS

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
FOR THE HIGH COMMISSION OF INDIA
SCHEDULE NO 1 - PRELIMINARIES AND GENERAL ITEMS - FULL OCCUPANCY (ONE YEAR)

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
A	Allow for Preliminaries and General Items cost to cover and including Performance security but not limited to the following:	Months	12		
B	Site Administration, overhead charges, etc, inclusive of all requirement of proper management of the facilities Management contract.	Months	12		
C	Allow for Insurance of all Personnel and Workers as per Workers' Right Act 2019 and Regulations. (NB: The contractor must ensure minimum salary are effected to all Workers deployed in the maintenance service, in compliance to the aforesaid Act)	Months	12		
D	Allow for submission of regular logbook, report, occurrents, stocks, procurement of spares.	Months	12		
	<u>Key Personnel</u>				
	<u>Allow for the cost of the following key Personnel Deployed for the Project</u>				
	<u>Maintenance Manager</u>				
E	Minimum One Maintenance Manager must be on site (Day Time) (Workstation, chairs available in Maintenance office located in the Residence Block)	Months	12		
	<u>Registered Professional Engineer</u>				
F	Electrical Engineer (part time must attend daily , minimum 3 hours -attendance to be recorded in log book)	Months	12		
	<u>Registered Professional Engineer</u>				
G	Mechanical Engineer - (must attend daily, minimum 3hrs. Attendance to be recorded in log book)	Months	12		
	<u>Technician (Electrical, Mechanical and Air Conditioning)</u>				
H	Technical Officer (2 nos on full time basis)	Months	12		
I	Extra cover for working during the night for 2 nos technicians	Months	12		
	<u>Registered Health and safety officer</u>				
J	Registered Health and safety officer (Part time basis, minimum 2 times per week - attend site at 4 hrs each time) Attendance to be recorded in log book)	Months	12		
K	<u>SUPPORT PERSONNEL (All in full time basis)</u>				
L	Secretary - To be located in Manager's Office (NB. To be provided with office facilities, laptops and paid all licences. Workstation, chairs, power shall be provided by Employer) (1 no secretary)	Months	12		
M	Liftmen (2 Nos)	Months	12		
N	Handy person minimum 4 skilled workers (to be deployed as carpenter, painter, messenger, helper and for any associated works deemed fit by the Employer's Liaison Officer)	Months	12		
	Gardener (2 Nos)	Months	12		
SCHEDULE NO 1 - PRELIMINARIES AND GENERAL ITEMS - FULL OCCUPANCY (ONEYEAR)		2.01	Carried to Main Summary		

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
 FOR THE HIGH COMMISSION OF INDIA
 SCHEDULE NO 2 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
	<u>Section A - Maintenance Services to Buildings, Offices and Landscaping</u>				
	<u>General Cleaning Services</u>				
	<u>Daily cleaning of the offices including cleaning of rest room, toilets, kitchenette, showers, replacement of toilet papers, good quality soap dispenser, polishing of Brass items, associated walkaways, piazza driveway, carpark.</u> <u>The Maintenance Contractor shall ensure there is always stock of toilet papers, soap, dispensers for smooth running of the office as per described in Section A General Cleaning Services.</u> <u>(NB: Toilet consumables shall be quoted separately)</u>				
A					
B	Chancery Building	Months	12		
C	Multipurpose Halls	Months	12		
D	Gate Post No.1 & No.2	Months	12		
	Technical Building with associated toilets	Months	12		
E	Supply and install as required Toilet paper, soap, liquid dispensers, Consumables for all offices i.e Item A to D. (Bidder shall specify quantity of each of consumables separately, attached to the schedules)	Months	12		
	<u>Daily cleaning of common areas, staircase, louvered aluminium openings to service ducts, associated walkaways, glass doors, wall-hangings, driveway and parking areas</u>				
F	Residential Block	Months	12		
	<u>Cleaning of external lobby, glazing both internal and external surfaces, ironmongeries and oiling of hinges locks on 3 months interval for clear view, proper functioning, including cleaning framing to the following premises:</u>				
H					
I	Chancery Building	Months	12		
J	Multipurpose Halls	Months	12		
K	Gate Post No.1 & No.2	Months	12		
	Technical Building with associated toilets	Months	12		
	Residential Block	Months	12		
	Section A - Maintenance Services to Buildings, Offices and Landscaping	2.02	Carried to Collection		

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
 FOR THE HIGH COMMISSION OF INDIA
SCHEDULE NO 2 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
	<u>Cleaning of granite cladding, stainless steel features, balustrade, brise-soleil alucobond cladding, metal gate, wall cladding to boundary walls, carpark framing, roofing, roof waterproofing, roof outlet, roof sheeting, covered walkway on</u> yearly basis to the following premises:				
A	Chancery Building	Months	12		
B	Multipurpose Halls	Months	12		
C	Gate Post No.1 & No.2	Months	12		
D	Technical Building with associated toilets	Months	12		
E	Residential Block	Months	12		
F	Boundary Wall	Months	12		
G	Carport	Months	12		
H	Metal Gates + Pedestrian Gates	Months	12		
I	Water jet cleaning of driveway, parking, cleaning of surface water drains, catch pit, rodding of waste pipes for proper drainage system at 6 months interval.	Months	12		
	<u>Deep cleaning of carpet flooring, cleaning of parquet flooring, external timber features, including varnishing, touch up paint to metal surfaces (Gates, Grills and the like)</u>				
J	Allow deep cleaning with hot water extractor twice yearly (To all office areas having carpet finish)	Months	12		
K	Allow for cleaning of parquet flooring, steps and varnishing (twice Yearly)	Months	12		
L	Allow for cleaning all timber features and including varnishing (Twice Yearly, generally to gate closures)	Months	12		
M	Allow for cleaning and touch up paint to metal surfaces twice yearly to gates, metal grills, frame and the like)	Months	12		
Section A - Maintenance Services to Buildings, Offices and Landscaping		2.03	Carried to Collection		

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
FOR THE HIGH COMMISSION OF INDIA

SCHEDULE NO 2 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
	<u>Maintenance of landscaping work and replacement of dead plants with similar plant/shrubs. Mowing of grass on fortnightly basis, including trimming of green tyrd on monthly basis and breaking of soil around plant areas on monthly basis as per described in Section D Landscape Maintenance. Provision of manure, fertilisers, insecticide treatment on monthly basis to the following areas:</u>				
A	Whole areas in the premises including treatment of water pond and rock garden	Months	12		
B	Reserve portion along the public road (Both Sides)	Months	12		
C	Sides landscaped areas outside the boudary wall, Landscape Mauritius Plot	Months	12		
D	<u>Rodent Treatment/Mosquitoes</u> Provision of rodent treatment around the whole compound to ensure there is no rodent, mosquitoes, insects and the like. Treatment must be made minimum on monthly basis and as when required for good control.	Months	12		
D.1	<u>Anti-Termite Treatment</u> Provision of warranty based Anti-Termite treatment around the whole compound including Residential complex and along perimeter wall, to ensure that there is no termite-infestation. Treatment must be made on a minimum monthly basis and as when required for good control.	Months	12		
	<u>Miscellaneous</u>				
E	<u>Technical Support</u> Allow for special event during VIP function, attending 2 hours before events and 2 hours after events including during event period not exceeding 6 hours - (Registered Electrical Engineer (1 No), Technician Electrical and Mechanical (1 No each))(per event)	Sum			
F	<u>Cleaning Support</u> Cleaning support (min 5 Nos. cleaners) for 3 hours after the events, including disposal all arising (generally bin) and make space clean and tidy. (per event)	Sum			
G	<u>Flash Flood & Cyclonic Conditions</u> Allow for cleaning of the whole compound including façades of the building, external envelopes, roofing, hard and soft landscaping, road network, terraces and piazza, after the occurrence of calamities and cyclonic conditions and removal of all debris. (per occurrence)	Sum			
	Section A - Maintenance Services to Buildings, Offices and Landscaping	2.04	Carried to Collection		

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
 FOR THE HIGH COMMISSION OF INDIA
 SCHEDULE NO 2 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
	<u>Flash Flood & Cyclonic Conditions (Continued)</u>				
A	Ditto for flash flood (generally hard and soft landscaping and road network)(per event).	Sum			
B	Allow for statement of any occurrences after the passage of cyclonic conditions declared by the Meteorological station. Statement must be well detailed on structure, finishes, envelopes, M&E services and landscaping. (To be submitted within two days after cyclonic period)	Sum			
C	Ditto but for Flash flood	Sum			
	<u>Documentation on Completion of Contract</u>				
D	Allow for submission of structured details of maintenance schedules and status of assets on completion of the Contract. (Documents to be submitted 21 days prior to expiry date of Contract)	Sum			
	<u>Overtime Hours</u>				
	<u>Overtime hours working asper Workers' Right Act 2019, as detailed below.</u>				
	<u>(NB: There will be no overtime for Maintenance Manager, Registered Engineers as their working hours must include for working at odd hours, Sundays, Holidays, as required)</u>				
	<u>Weekdays</u>				
E	Technician (Electrical, ICT and HVAC)	hours	50		
F	Handymen/ Skilled Workers including liftman	hours	100		
G	Cleaners	hours	200		
H	Gardner (02 Nos)	hours	200		
I	<u>Sundays and Public Holidays</u>				
J	Technician (Electrical, ICT and HVAC)	hours	25		
K	Handymen/ Skilled Workers including liftman	hours	25		
	Cleaners	hours	50		
Section A - Maintenance Services to Buildings, Offices and Landscaping		2.05	Carried to Summary		

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
FOR THE HIGH COMMISSION OF INDIA

SCHEDULE NO 2 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
	Section B - Maintenance to M&E Services				
	<u>Bidders are informed that they must thoroughly examined the M&E Schedules for Maintenance and the frequency of maintenance of the M&E equipment as specified at 1.2 (B) and 1.2 C of Client's Requirements and allow all cost and charges accordingly.</u>				
1.1	<u>Planned and Preventive Maintenance of Electrical Installations as per the list of assets provided in the schedule of materials, including:</u>	Months	12		
1.1.1	Distribution boards				
1.1.2	Lighting & emergency lighting				
1.1.3	Fire alarm system				
1.1.4	Lighting control system				
1.1.5	Building management system				
1.1.6	UPS				
1.1.7	Power factor corrector				
1.1.8	Surge protection				
1.1.9	Lightning protection				
1.2	<u>Planned and Preventive Maintenance of Public Health and Mechanical installations as per the list of assets provided in the schedule of materials, including:</u>	Months	12		
1.2.1	Plumbing system				
1.2.2	Domestic water pumps				
1.2.3	Fire Hose Reel pumps				
1.2.4	Air Conditioning systems: (i) Chiller system with Air Handling Units, Fan coil units & grilles (iii) Split AC units (iv) Mini VRV system with cassette and wall-mounted units				
1.2.5	General ventilation systems				
1.2.6	Toilet extraction systems				
1.2.7	Submersible pumps				
1.2.8	Lifting pumps				
1.2.9	Domestic Water tank				
1.2.10	Irrigation pumps				
1.2.11	Hot water pumps				
1.2.12	Hot water Storage Tanks				
1.2.13	Solar Collectors				
1.2.14	Rain water Tank				
1.2.15	LPG Gas network				
1.2.16	Document Incinerator				
1.2.17	Staircase pressurisation fan				
1.2.18	Electric Water Heaters				
	Section B: Maintenance to M&E Services	2.07	Carried to Collection		

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
FOR THE HIGH COMMISSION OF INDIA

SCHEDULE NO 2 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
1.3	<u>Planned and Preventive Maintenance of Fire Fighting systems as per the list of assets provided in the schedule of materials, including:</u>	Months	12		
1.3.1	Fire Hose Reels				
1.3.2	Fire Extinguishers				
1.3.3	Fire suppression systems (i) FM 200 suppression system (ii) Aerosol Canister system				
1.3.4	Dry riser and landing valves				
1.4	<u>Planned and Preventive Maintenance of other installations as per the list of assets provided in the schedule of materials, including:</u>	Months	12		
1.4.1	Lifts				
1.4.2	Generator				
1.4.3	Telephone and data system				
1.4.4	Access Control system				
1.4.6	Security system				
1.4.7	MATV system				
1.4.8	Stage lighting and audiovisual system				
1.4.9	Intercom				
1.4.10	Photovoltaic				
1.4.11	Motorised roller shutters				
	Section B: Maintenance to M&E Services	2.08	Carried to Collection		
Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
 FOR THE HIGH COMMISSION OF INDIA
SCHEDULE NO 2 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

	<p><u>Collection</u></p> <p>Brought forward from page No</p> <p>" " " " "</p>	<p>2.07</p> <p>2.08</p>			
	<p>Section B: Maintenance to M&E Services</p>	<p>2.09</p>	<p>Carried to Collection</p>		

PROVISION OF MAINTENANCE SERVICES IN CHANCERY AND STAFF RESIDENCES AT MAURITIUS
 FOR THE HIGH COMMISSION OF INDIA

SUMMARY

Ref	Description	Unit	Quantity	Rate (MUR)	Amount (MUR)
	<u>Schedule No. 2 - Summary</u>				
A	Section A - Maintenance Services to Buildings, Offices and Landscaping	From	Page	2.05	
B	Section B: Maintenance to M&E Services	From	Page	2.09	
	CARRIED TO MAIN SUMMARY	2.10	Carried to Collection		

MAIN SUMMARY OF TENDER

OPTION 1 - MAINTENANCE SERVICES - FULL OCCUPANCY (ONE YEAR)

Ref	Description		Amount (MUR)
A	Schedule No.1 Preliminaries and General Requirements	Page 2.01	
B	Schedule No.2 Maintenance Services	Page 2.10	
Total Amount of Fixed Price Tender excluding VAT - carried to Form of Tender			

Amount in Words (Fixed Price Tender)

excluding Value Added Tax (VAT)

Name of Tenderer.....

Dated this Day of2024

Signed

Name

In the capacity of

Duly authorised to sign on behalf

In the capacity of