INVITATION FOR BIDS

(Authorised Under Section 16(1) of the Public Procurement Act 2006)

WORKS RELATED TO REMOVAL OF EXISTING LIFTS, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF THREE (3) LIFTS IN NEW GOVERNMENT CENTRE, PORT- LOUIS

PMO/19-20/Q25/ONB

Bids on appropriate forms are invited from local suppliers for the Works related to Removal of Existing Lifts, Supply, Installation, Testing, Commissioning and Maintenance of three (3) lifts in New Government Centre, Port- Louis.

2. Other details of the requirements and conditions are contained in the bid documents.

3. The bidding documents will be available free of charge on websites of the Public Procurement Portal on publicprocurement.govmu.org and that of this Office on pmo.govmu.org.

4. Any clarifications sought by any bidder in respect of the item to be procured shall be addressed in writing to the Secretary to Cabinet and Head of the Civil Service, Prime Minister’s Office, New Government Centre, Port Louis, Attn: Manager, Procurement and Supply, Fax No. 201 3186 or 201 1481 so as to reach him at least fourteen (14) days before the deadline for the submission of the bids.

5. Bids in sealed envelope clearly marked “Works related to Removal of Existing Lifts, Supply, Installation, Testing, Commissioning and Maintenance of three (3) lifts in New Government Centre, Port- Louis (PMO/19-20/Q25/ONB)” and indicating the closing date and time should be addressed to the Secretary to Cabinet and Head of the Civil Service and deposited in the Tender Box at the under-mentioned address on or before Friday 29 November 2019 up to 13.30 hours (local time) at latest.

6. Bids will be opened in the Conference Room of the Prime Minister’s Office, on the same day at 13.45 hrs in the presence of bidders/bidders’ representatives who may choose to attend.

7. The Prime Minister’s Office reserves the right to:
   (a) accept or reject any bid; and
   (b) annul the bidding process and reject all bids at any time prior to contract award as per provision of Section 39(1) of the Public Procurement Act 2006.

Prime Minister’s Office,
4th Floor, New Government Centre,
Port Louis

14 October 2019
PRIME MINISTER’S OFFICE

BIDDING DOCUMENTS

Issued on: 14 October 2019

for

Procurement of

Works related to Removal of Existing Lifts, Supply, Installation, Testing, Commissioning and Maintenance of three (3) lifts in New Government Centre, Port-Louis

Procurement Reference No: PMO/19-20/Q 25/ONB

Project: Supply, Install, Test and Commission of Lifts at the New Government Centre

Client: Prime Minister’s Office
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Section I - Instructions to Bidders

A. General

1. Scope of Bid
   1.1 The Public Body as defined\(^1\) in Section II “Bidding Data Sheet” (BDS) also referred to herein as Employer invites bids for the construction of Works, as described in the BDS and Section VII, “Particular Conditions of Contract” (PCC).

   The name and identification number of the Contract are provided in the BDS and the PCC.

   1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period specified in the BDS.

   1.3 Throughout these bidding documents, the terms:

   (a) “writing” means any typewritten or printed communication, including e-mail and facsimile transmission,

   (b) “day” means calendar day, and

   (c) Singular also means plural.

2. Source of Fund
   2.1 The Works shall be financed by the Public Body’s own budgetary allocation, unless otherwise stated in the BDS.

3. Challenge and Appeal
   3.1 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.

   3.2 Addresses to forward Challenges or Application for Review are specified in the BDS.

4. Fraud and Corruption
   4.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.

   4.2 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): ppo.govmu.org.

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\(^1\) See Section IV, “General Conditions of Contract,” Clause 1. Definitions.
4.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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 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.

5. Eligible Bidders

5.1 A Bidder may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of
this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

(g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.3 (a) A bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified


Links for checking the ineligibility lists are available on the PPO’s website: ppo.govmu.org.

5.4 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

6. Qualifications of Bidders

6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise stated in the BDS. If, after opening of bids, it is found that any document is missing, the Employer may request the submission of that document subject to clause 30. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;

(b) total monetary value of construction works performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years or as otherwise stated in the BDS; and clients who may be contacted for further information on those contracts;

(d) major items of construction equipment proposed to carry out the Contract;

(e) qualifications and experience of key site personnel and technical personnel proposed for the contract;

(f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies before the deadline set for submission of bids;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to seek references from the Bidder’s bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards; and

(j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

(a) a minimum average annual financial amount of construction work over the period specified in the BDS.

(b) experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as specified in the BDS (To comply with this requirement, works cited should be at least 70 percent complete);
(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;

(d) a Contract Manager/Supervisor with five years’ experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise specified in the BDS; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.²

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

B. Contents of Bidding Document

7. Sections of Bidding Document

7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

- Section I - Instructions to Bidders (ITB)
- Section II- Bidding Data Sheet
- Section III - Bidding Forms
- Section IV - Evaluation Criteria
- Section V - Employer’s Requirements
- Section VI – General Conditions of Contract
- Section VII- Particular Conditions of Contract
- Section VIII - Contract Forms

7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

² Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Government shall pay the Contractor’s monthly certificates.
8. **Clarification of Bidding Document**  
8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS.  

The Employer will respond in writing to any request for clarification, provided that such request is received 15 days prior to the deadline for submission of bids.  

Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.

9. **Site visit/Pre-bid meeting**  
9.1 Bidders, at the Bidders’ own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders’ own expense.  

9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as provided for in the BDS. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.  

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. **Amendment of Bidding Document**  
10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. **Preparation of Bids**

11. **Cost of Bidding**  
11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

12. **Language of Bid**  
12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.

13. **Documents Comprising the Bid**  
13.1 The Bid shall comprise the following:  

(a) Bid submission Form (in the format indicated in Section III);  

(b) Qualification information and documentary evidence establishing the Bidder’s qualifications to perform the contract;  

(c) completed Bill of Quantities / Activity Schedule;
(d) Bid Security as per the format provided in section III or as a subscription to a Bid Securing Declaration in the Bid Submission Form;

and any other material required to be completed and submitted by bidders, as specified in ITB and the BDS.

14. Bid Submission Form and Schedules

14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.

15. Alternative Proposal

15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section IV.

16. Bid Prices and Discounts

16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities\(^3\) submitted by the Bidder.

16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.\(^4\) Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Body when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.\(^5\)

16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.

The discount if any and the conditions of its application shall be indicated separately.

17. Currencies of Bid and Payment

17.1 The bid price and rates shall be in Mauritian Rupees and fixed for the duration of the contract unless otherwise specified in the BDS.

17.2 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.

18. Documents Comprising the

18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule

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\(^3\) In lump sum contracts, delete “priced Bill of Quantities” and replace with “priced Activity Schedule.”

\(^4\) In lump sum contracts, delete “described in the Bill of Quantities” and replace with “described in the drawings and specifications and listed in the Activity Schedule.”

\(^5\) In lump sum contracts, delete “rates, prices, and.”
19. Period of Validity of Bids

19.1 Bids shall remain valid for a period of 90 days after the bid submission deadline prescribed by the Employer unless otherwise specified in the BDS.

19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

20. Bid Security/Bid Securing Declaration

20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so required in the BDS.

20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section III and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.

20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.

20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit two copies of the bid and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as
follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL,” “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;
(b) be addressed to the Employer as indicated in ITB 22.1;
(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
(d) bear a warning not to open before the time and date for bid opening.

23. Deadline for Submission of Bids

23.1 Bids shall be delivered to the Employer at the address and no later than the time and date specified in the BDS. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.

24. Late Bids

24.1 Late bids shall not be considered. They will be returned unopened.

25. Withdrawal, Substitution, and Modification of Bids

25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid submission Form or any extension thereof.

26. Bid Opening

26.1 The Employer shall open the bids at the time place and address specified in the BDS in the presence of Bidders’ designated representatives who choose to attend.

26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and
recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

29. Determination of Responsiveness

29.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 13.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section IV (Employer’s Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in
which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32. Margin of Preference

32.1 Unless otherwise specified in the BDS, Margin of preference shall not apply.

33. Evaluation of Bids

33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

33.2 To evaluate a bid, the Employer shall consider the following:

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and

(b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section IV, and Margin of Preference, if applicable.

33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section IV (Evaluation and Qualification Criteria).

33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

34. Comparison of Bids

34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated
Section I – Instructions to Bidders

bid.

35. Qualification of the Bidder

35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.

36. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

37. Award Criteria

37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and


38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39. Signing of

39.1 Promptly upon issue of Letter of Acceptance, the Employer
<table>
<thead>
<tr>
<th><strong>Contract</strong></th>
<th>shall send to the successful Bidder the Contract Agreement.</th>
</tr>
</thead>
</table>

39.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

<table>
<thead>
<tr>
<th><strong>40. Performance Security</strong></th>
<th>40.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).</th>
</tr>
</thead>
</table>

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

<table>
<thead>
<tr>
<th><strong>Preference Security</strong></th>
<th>40.3 The successful bidder having benefitted from a Margin of Preference shall provide a Preference Security, as specified in the BDS. The amount for the Preference Security shall be the difference between the price quoted by the selected bidder and that of the lowest evaluated bid which would have been selected for award of contract, if the said Margin of Preference was not applicable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>41. Advance Payment and Security</strong></th>
<th>41.1 The Public Body shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>42. Plant and Materials on site</strong></th>
<th>42.1 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>43. Debriefing</strong></th>
<th>43.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.</th>
</tr>
</thead>
</table>
Section II- Bidding Data Sheet

<table>
<thead>
<tr>
<th>A. General</th>
</tr>
</thead>
</table>
| **ITB 1.1** | The Public Body is: **Prime Minister’s Office (Home Affairs)**  
The Works are: **Removal of Existing Lift, Supply, Installation, Commissioning and Maintenance of three (3) lifts in New Government Centre, Port- Louis**  
The name and identification of the Contract are: **Removal of Existing Lift, Supply, Installation, Commissioning and Maintenance of three (3) lifts in New Government Centre, Port- Louis - PMO/19-20/Q 25/ONB** |
| **ITB 1.2** | The Intended Completion period is **240 days** from start date |
| **ITB 2.1** | The Funding Agency is: **Prime Minister's Office** |
| **ITB 2.2** | (a) The address to file Challenges in respect of this procurement is:  
Secretary to Cabinet and Head of the Civil Service,  
7th Floor, New Government Centre,  
Port Louis  
(b) The address to file Application for Review is:  
The Chairman  
Independent Review Panel,  
9th Floor, Wing B  
Emmanuel Anquetil Building  
Pope Hennessy Street  
Port Louis  
Tel : 2013921 |
| **ITB 5.3** | The list of debarred firms according to the Debarment process may be obtained from the web site of the Procurement Policy Office:  
[ppo.govmu.org](http://ppo.govmu.org) |
| **ITB 6.2** | The information required from bidders in ITB Sub-Clause 5.2 is modified as follows:  
(i) **Original technical documentation of proposed equipment**  
(ii) **List of spare parts recommended by Manufacturer for 5 years** |
| **ITB 6.2 (d)** | (i) Contractors should have at least five years of experience in installation, maintenance, troubleshooting, upgrading and/or repairs of lifts (electric, hydraulic or any other types of elevators), escalators and/or travelators  
(ii) In the absence of requirement at para. (i), acceptable alternative may be considered. |
| **ITB 6.2 (g)** | The assessment of the financial soundness of the company shall be on a pass/fail basis on its overall performance including its profitability. |
| **ITB 6.3 (a)** | The Contractor must have a minimum average annual financial amount of Lift Installation of **Rs 5,000,000 Over the last 3 years.** |
| **ITB 6.3 (b)** | The number of works is: **3 units of similar equipment/works/nature**  
The period is: 5 years |
| **ITB 6.3 (c)** | The essential equipment to be made available for the Contract by the successful Bidder shall be:  
(a) **Scaffoldings,**  
(b) **Heavy Duty Drilling machines, Grinder, welder, spanner set, Allen keys etc… for construction & fixation of mounting brackets & guide rails,**  
(c) **Necessary tools for mounting & assembling of all lift components**  
(d) **Electrician Tool Set for electrical power & control cabling works,**  
(e) **Lift Programming Tools**  
(f) **Other necessary tools/equipment** |
| **ITB 6.3 (d)** | (a) **Contract Manager**, suitably technically qualified and acceptable to the client, with at least five (5) years’ experience in contract management of similar project who shall be responsible for the overall project.  
(b) In the absence of requirement at para. (a), acceptable alternative may be considered.  
(c) **Site Engineer** who shall be a Registered Electrical or Mechanical Engineer with the Council of Registered Professional Engineers of Mauritius or other recognize foreign body with at least three (3) years post-registration experience in M&E works preferably in lift installations.  
(d) In the absence of requirement at para. (c), acceptable alternative may be considered.  
(e) **Lift Technician** having an appropriate acceptable technical qualification with at least 10 years’ experience in lift installations and be also a **certified lift installer** of the proposed make (certificate shall be issued from the manufacturer).  
(f) In the absence of requirement at para. (e), acceptable alternative may be considered. |
| **ITB 6.3 (e)** | The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be **1.5 M.** |
### Section II: Bidding Data Sheet

#### B. Bidding Documents

| ITB 8.1 | The Public Body’s address for clarification is: Secretary to Cabinet and Head of the Civil Service, 7th Floor, New Government Centre, Port Louis  
Attention: D. Ramoo, Manager Procurement and Supply  
Telephone: 201 2353  
Facsimile number: 201 3186 or 201 1481  
Electronic mail address: dramoo@govmu.org |
| -- | -- |
| | A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated above not later than 14 days to closing date for submission of bid.  
Any request for clarification received after the specified period will not be entertained. |
| ITB 9.2 | A pre-bid meeting following a site visit has been scheduled for Tuesday 29 October 2019 at 10.30 hrs at the Prime Minister’s Office.  
Due consideration for attendance at pre-bid meeting and site visit will be given during evaluation of bids.  
You may wish to confirm your presence by contacting Mr Reega, Assistant Manager Procurement & Supply, on Tel No. 201 3849 and to have access to the Government premises by contacting Mr Itnac on Tel. No. 201 1051. |

#### C. Preparation of Bids

| ITB 10 | Any additional materials required to be completed and submitted by the Bidders are  
(a) Manufacturers’ Authorizations that bidder is duly authorized to represent its product and  
(b) Manufacturer’s certificate that Bidder have the necessary technical know-how to properly install, maintain & repair the make/model of the equipment proposed in the bid. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 17.1</td>
<td>The Contract is not subject to price adjustment in accordance with GCC Clause 44.</td>
</tr>
<tr>
<td>ITB 17.2</td>
<td>Interim Payment for Plant and Material on site is applicable.</td>
</tr>
<tr>
<td>ITB 19.1</td>
<td>The Bid shall be valid for <strong>90 days</strong> after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.</td>
</tr>
<tr>
<td>ITB 20.1</td>
<td>Bid shall include a subscription to a Bid Securing Declaration</td>
</tr>
</tbody>
</table>
D. Submission of Bids

**ITB 23.1**
The deadline for submission of bids shall be on: **29 November 2019.**

The Employer’s address for the purpose of Bid submission is in the Tender Box located at:

Prime Minister’s Office,
4th Floor, New Government Centre,
Port Louis,
Mauritius.

The deadline for the submission of bids is:
Date: **Friday 29 November 2019**
Time: **13.30 hours (local time) at latest**

E. Evaluation and Comparison of Bids

**ITB 26.1**
The bid opening shall take place at:
Prime Minister’s Office,
7th Floor, Conference Room No 725
New Government Centre,
Port Louis,
Mauritius.

Date: **Friday 29 November 2019**
Time: **As from 13.45 hrs (local time).**

**ITB 32**
A Margin of Preference is not applicable.

F. Award of Contract

**ITB 37.1**
The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**ITB 40.1**
Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT, from a recognised renowned commercial local bank.
<table>
<thead>
<tr>
<th>ITB 40.2</th>
<th>Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 40.3</td>
<td>For contract up to Rs 100M, the preference security shall be in the form of money retained from progressive payment until work completion.</td>
</tr>
<tr>
<td>ITB 41</td>
<td>Advance Payment of 20% of the contract price, less the provisional and contingencies sums is applicable against a Bank Guarantee from a renowned Local Commercial Bank.</td>
</tr>
<tr>
<td>ITB 42.1</td>
<td>Interim Payment for Plant and Material on site is applicable.</td>
</tr>
</tbody>
</table>

**Important Note**

a. For contract of a value of Rs 5 million and above, the successful bidder shall, prior to award of contract, submit within a period of one week a Tax Clearance Certificate from the Mauritius Revenue Authority (MRA) to confirm that it has filed its tax returns and paid tax due.

b. In case, the Tax Clearance Certificate has not been submitted, the Ministry may consider to award the contract to the next lowest substantially responsive bidder who will have to equally comply with paragraph (a).

It is brought to the attention of the bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public Body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA website [www.mra.mu](http://www.mra.mu). The bidder is requested to use the reference of the letter issued by the Public body to access the system.
Section III - Bidding Forms

Table of Forms

Bid Submission Form ........................................................................................................ 23
Qualification Information .................................................................................................. 26
Bill of Quantities ............................................................................................................. 29
Bid Submission Form

The Bidder must prepare the Bid Submission Form on stationery with its letterhead clearly showing the Bidder’s complete name and address.

Note: All italicized text is for use in preparing these form and shall be deleted from the final document.

Date: _______________
Bidder’s Reference No.: _______________
Procurement Reference No:.........................

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;

(b) We offer to execute in conformity with the Bidding Documents the following Works:

__________________________________________________________________________

(c) The total price of our Bid after discounts, if any, offered in item (d) below is:

__________________________________________________________________________

(d) The discounts offered and the methodology for their application are:

__________________________________________________________________________

(e) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

(g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;

(i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
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;

We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;*

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

If awarded the contract, the person named below shall act as Contractor’s Representative:

Name: __________________________________________________________

In the capacity of: ________________________________________________

Signed: _________________________________________________________

Duly authorized to sign the Bid for and on behalf of: _____________________

Date: ___________________________________________________________

Seal of Company ________________________________________________

* Use one of the two options as appropriate.
Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (f) of the Bid Submission form:

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we*:

(a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Letter of Bid; or

(b) have refused to accept a correction of an error appearing on the face of the Bid; or

(c) having been notified of the acceptance of our Bid by the (insert name of public body) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.
Qualification Information

[The information to be filled in by bidders in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 6. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [attach copy]
   
   Place of registration: [insert]
   
   Principal place of business: [insert]
   
   Evidence of signatory authorized to sign the bid (if applicable): [attach]
   
1.2 Annual amounts of construction works performed during the last [insert number] years [insert amounts in the national currency equivalent in the format given hereunder].

<table>
<thead>
<tr>
<th>Project name</th>
<th>Client</th>
<th>Client’s contact person</th>
<th>Contract Price MUR</th>
<th>Ongoing/Completed</th>
<th>Payment received (MUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[The selected bidder may be required, at post qualification assessment to submit, within seven days, written evidence for each of the listed projects certified by his client or by a professional (Engineer, Architect or Quantity Surveyor) having worked on those projects stating inter alia that the project was executed by the said contractor in its capacity as prime contractor. Bidders should therefore be prepared to submit these documents, if so required.]

1.3 Number [insert number] of works of a nature and amount similar to the Works performed as prime Contractor over the last [insert number] years. [Also list details of work under way or committed, including expected completion date(s).]
1.4 Major items of Contractor’s Equipment proposed for carrying out the Works. [List all information requested below. Refer also to ITB Sub-Clause 6.3 (c).]

<table>
<thead>
<tr>
<th>Item of equipment</th>
<th>Description, make, and age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased (from whom?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. [Attach biographical data. Refer also to ITB Sub-Clause 6.3 (d).]

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience (general)</th>
<th>Years of experience in proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.6 Proposed subcontracts and firms involved. Refer to General Conditions of Contract Clause 7.

<table>
<thead>
<tr>
<th>Sections of the Works</th>
<th>Value of subcontract</th>
<th>Subcontractor (name and address)</th>
<th>Experience in similar work</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.7 Financial reports for the last [insert number; usually 3] years: Financial Statements, Audited Accounts, etc. [List below and attach copies.]

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Public Body.

1.10 Information on current litigation(s) in which the Bidder is involved.
### 1.11 Proposed Program (work method and schedule)

Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

#### 2. Additional Requirements

<table>
<thead>
<tr>
<th>Other party(ies)</th>
<th>Cause of dispute</th>
<th>Amount involved</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.1 Bidders should provide any additional information requested in the Bidding Document.
Bill of Quantities

All prices quoted under this section shall be on a fixed price basis. They shall be seemingly to include all the work specified and/or shown on the drawings included in this document.

The Activity Schedules is intended to serve as a guide for Bidder to price the Work. No claims due to omission and/or ambiguity shall be considered.

All works are to be carried out in compliance with specifications and documents. Completed works shall be to entire satisfaction of the Engineer.

The prices shall include:

- Cost of materials and equipment necessary for each item and delivered on site
- Cost of labour and transport
- Scaffoldings, tools, transportation, storage, travelling, waste and others

Costs covering overheads, financing, insurances, guarantee and profit shall be included in the prices quoted.

The client reserves the right to exclude any item quoted in the Priced Activity Schedule and adjust the price of Bid Summary accordingly. The Client may also use figures given in the Priced Activity Schedules to appreciate and compare the Bids and for assessing cost for partial execution or valuation of extras and omissions.

Contingencies shall be expended by the Engineer as may be directed in writing and not otherwise. The Client may pay all or part of contingency sum and any unused part may be deducted from the Contract Price.

Bidders are informed that their site of work is the building in operations with activities and shall remain in operation during contract period. The removal of existing installation and installation of new system must be carried out while maintaining continuity of service within the building.

Contractor to make appropriate arrangements with the Client concerning use of existing power, water supplies and toilet facilities prior start of works.

Contractor shall provide necessary protection to the building structure and surroundings, existing equipment and furniture. He shall be responsible for making good any damage caused to the satisfaction of Client, without increase in Contract Price. Otherwise, these costs shall be deducted from amount due to the contractor.

---

7 In lump sum contracts, the “Bill of Quantities” is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a “Schedule of Activities.”
Contractor shall provide proper security against work hazards.

Any operation that may cause nuisance to the occupants of the building, appropriate arrangements must be made with the Client. Switching off of power supply shall be carried out only after normal working hours.

On particular days, Client may request the Contractor to stop all site works and the latter shall abide accordingly.

Therefore, Contractor shall take into account of working overtime or outside normal working hours, provision of additional workforce and resources in order to meet the schedule completion date. All works to be performed outside normal working hours must receive prior approval from the Client.

Bidder shall include for all the above within their tendered price. Under no circumstances, the Contractor shall be entitled to extension of time except for valid reasons which he will prove and justify. Any granted extension of time shall be without any extra costs.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Allow for preliminaries &amp; general costs to cover items, but not limited, to the following:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>Insurance Cover as per section VII of the bid document GCC 13.1</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>Performance Security &amp; Advance Payment Security</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td>Key personnel, contract management, site supervision, administrative costs, attending meetings etc. CIDB Certificate to be provided</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>Shop Drawings &amp; technical documents on the equipment</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td>Tools &amp; Equipment for carrying out works including provision of safety/protective equipment/requirements as per OSHA</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A6</td>
<td>Proper decommissioning &amp; dismantling of 3 nos. lifts and transport to the contractor site</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A7</td>
<td>Civil/Builder’s Work</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A8</td>
<td>Cleaning &amp; making good</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9</td>
<td>Allow for Security Clearance</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Contractor shall provide a list of personnel that shall undergo a security screening prior be allowed on-site. However, if found non-compliant to security, the contractor shall replace that particular worker by another who shall also undergo the screening.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A10</td>
<td>Delivery of Material and Carting Away The contractor shall make arrangement of deliveries during weekend only. The contractor shall inform well in advance the delivery scheduling.</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total 1 (Rs.)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Supply, Installation, Testing &amp; Commissioning of three (3) passenger lifts of machine room type with regenerative drive, gearless motor, minimum speed 1.75 m/s, etc. as per specifications of following capacity &amp; requirement:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td><strong>PUBLIC LIFTS</strong>: 1000kg capacity, 6 stops (second (2)Floor up to seventh (7th) Floor) of standard construction, <strong>fully executive interior finish</strong> as per Client approval, front centre opening, internal car size of any appropriate fitting size to be installed in shaft, full collective triplex operation consisting of Two (2) Normal Lifts and One (1) Firemen’s Lift, fire resistant for at least 2 hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Intercom-System for 3-way communication at ESD plant room/lift plant room/Car including all cabling works, accessories etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>ELECTRICAL WORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D1</td>
<td>Supply and install new enclosure with appropriate MCCBs for the lifts c/w surge filter.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D2</td>
<td>Supply &amp; installation of appropriately sized electrical cables &amp; accessories for power connection from existing Electrical panel to lift control panels, drives, and drive to motor etc. as required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D3</td>
<td>Supply &amp; installation of main electrical cables &amp; accessories for power connection from Main Panel (ESD Plant Room) to the Machine Room of appropriate size.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D4</td>
<td>Shaft lighting for the new additional Public Lift including fittings, switch, cables and accessories</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total 2 (Rs.)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot</td>
<td>Description</td>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>As fitted’ drawings, test certificates, commissioning certificates, operation &amp; maintenance manuals (3 sets of each)</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>TRAINING</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F1</td>
<td>Full training on operation, maintenance, troubleshooting &amp; repairs of the proposed lifts for 10 to 20 nos. technical staff of ESD locally.</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F2</td>
<td>Testing of the lifts at the Manufacturer’s premises in presence of two (2) Officers to be designated by the Client, including basic training in the operation and troubleshooting. Bidder to quote for return air ticket, lodging and living expenses for, one and a half, up to two (2) weeks.</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Examination of Lifts and issuance of fitness certificate by third party in accordance with the 5th schedule (Section 53) of OSHA No. 28 of 2005 during liability period (1 year).</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Installation of a lift BMS system, and upgrading of Machine Room</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H2</td>
<td>New Architrave for each lift at each level</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H3</td>
<td>Tool and Spare Parts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>One complete set of tool box</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spare part as recommended by Manufacturer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td><strong>Contingencies</strong></td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Allow a sum of Rs 1,000,000 for contingency works</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Maintenance During Warranty Period inclusive of all consumables (attached schedule as per manufacturer recommendation)</td>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total 3 (Rs)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K</td>
<td><strong>Trading off</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-----------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidder shall quote for trading off of the dismantled lifts including the mechanical control and safety components, electrical/electronic components, PCBs etc and the motor. However, the Client does not bind itself for acceptance of same. Should the offer be agreeable, the bidder will be notified accordingly during award and the amount deducted from the contract sum.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total 4 (Rs) |     |     |
3.0 Main Summary

Total of each page from the BOQ brought forward

Add Sub-Total 1 Rs......................
    Sub-Total 2 Rs......................
    Sub-Total 3 Rs......................

Total A (Sub-Total 1 + Sub-Total 2 + Sub-Total 3) Rs......................

Total 4 Rs......................

Total B (Total A - Total 4) Rs......................

Vat (15%) Rs......................

Total Amount Carried to Bid Submission Form Rs......................

Authorize Signature with Company seal:..............................

Name:..............................

Date:..............................
The bidder shall also quote for a comprehensive maintenance of all lifts for a duration of four (4) years post warranty period. The bidder shall also list and quote for individual spare parts generally required during the maintenance period. The following total amount will be considered during evaluation but not included in the contract amount.

A new contract agreement (one year) shall be signed by the client and the successful bidder after one year liability period is completed with the quoted amount listed below.

The maintenance contract shall be renewed yearly upon satisfactory report from ESD up to year fifth (5th) as per table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Maintenance of all lifts as per enclosed specimen contract agreement after warranty period (i.e. inclusive of all consumables, spare parts, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>Warranty</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>Year 2nd:</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td>Year 3rd:</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>Year 4th:</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td>Year 5th:</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>List of spare parts (as per manufacturer’s recommendations)</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Total Amount for Maintenance Contract to be awarded after one year liability period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signature with Company’s seal: ……………………………

Name: …………………………………

Date: …………………………………
Section IV - Evaluation Criteria

This section contains supplementary criteria that the Employer shall use to evaluate bids.

1. **Evaluation**

In addition to the criteria listed in ITB 33 the following criteria shall apply:

(a) **Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements).

(b) **Multiple Contracts**

Pursuant sub-clause 1.1 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

(c) **Completion Time**

An alternative Completion Time, if permitted under ITB 15.1, will be evaluated as follows:

(d) **Technical Alternatives**

Technical alternatives, if permitted under ITB 15.1, will be evaluated as follows:

(e) **Margin of Preference- NOT APPLICABLE**
PART 2 – Employer’s Requirements
Section V - Employer’s Requirements

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Specifications .......................................................................................................................... 40
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Supplementary Information ................................................................................................. 50
Specifications

A. Brief Description
The Prime Minister Office who is currently based at the New Government Centre intends to completely replace the existing elevators by a new and modern system. The building is a seven storey building comprising mainly of offices. The level one is being used as car park and also partly as Plant Room.

Public Lift
The lobby area is being served by three passenger lifts of capacity 900kg (13 persons) each referred as Lifts providing access to all upper floors, i.e. from 2nd up to 7th floor.

B. Scope of Work

The scope of works comprised of, but not limited to:-

1. Stepwise Decommissioning of the existing three passenger lifts
2. Transfer to a designated location of the dismantled parts of the three passenger lifts.
3. Supply, complete installation, testing and commissioning of three passenger lifts.
4. Maintenance of lifts during the warranty period
5. Complete related electrical installation, testing and commissioning inclusive of control panel
6. Refurbish the Machine Room including BMS
7. Related Civil/Builder’s Works
8. Cleaning of Site on a regular interval
9. Abide to Safety and Health regulations throughout the whole project
10. Abide to security clearance currently in force at NGC

C. Work execution

In order to minimise disruption to lift services at the New Government Centre, the successful bidder shall have to carry out works in stages. Particular attention shall be paid to the timing of the various stages to minimise disruption to lift service.

The lifts shall be replaced such that 2 public lifts are operational throughout the installation period until the completion of the installation of the 3 new lifts.

The operational passenger lifts shall be in sequence 2 old ones, then 1 new (partly commissioned) and 1 old, then final stages 2 new (partly commissioned) passenger lifts. Then the three new lifts shall be fully commissioned.

Tenderers shall provide together with their tenders a detailed graphical time schedule by which they proposed to replace the lifts as from the point of award of the contract.

All works shall be completed within 240 days of the date of the award of the contract. The works on site shall not exceed 90 days.
Notwithstanding normal breakdowns/repairs two passenger lifts shall be left operational at all times

D. **Power Supply**

The power supply for the lifts shall be derived from the existing electrical system in the machine room. The contractor may need to install additional enclosures and switchgears of appropriate rating to suit the proposed lift requirements.

The successful contractor shall carry out insulation and continuity test on the existing power cable. Thereafter, the power cables shall be deemed to be replaced as per Engineer’s instruction upon non-satisfactory result. However, if the test result is satisfactory and the power cable isn’t replaced, the sum quoted at ITEM D3 (Bill of Quantities) for such work shall be deducted from the contractor price.

The existing surge filters shall be replaced and the new one shall be connected to the electrical system.

The successful bidder shall carry out all associated electrical works including shaft lighting and shall provide all necessary materials and accessories.

**MOULDED CASE CIRCUIT BREAKER**

Molded Case Circuit Breakers shall be of 4 poles, 500V/50Hz and shall be fixed type fitted with trip free manually closing mechanism. They shall be designed and tested to BS4752 and shall be provided with an inverse time delay, adjustable thermal release ($0.7/I_n$) and magnetic release ($3.5/I_n$) as well as necessary accessories. The trip devices shall be direct acting. They shall be of the single break type and shall have a minimum breaking capacity of 25kA.

It shall also incorporate the following:
- Positive opening indication
- Test button for mechanical release control
- Adjustable earth leakage module (30mA – 3A) shall be fitted

**SWITCH**

Lighting switches shall be metal clad type complete with very flat base plate and silver contacts, rated at 6A and be according to BS 3676.

**LUMINAIRE IN SHAFT**

This shall be watertight, vandal proof and impact resistant to IP 65 and Class II insulation. The luminaires shall have the following features:
- Linear composite body with fibreglass reinforcement, saturation dyed and UV stable.
- LED Tubes
- Mounting clips to be of stainless steel
- No. of light Fixtures per shaft : 8
E. **Regulations, Standards, Guidance and Workmanship**

The lifts proposed including installation, testing, commissioning & maintenance shall in all aspects be as per the following regulations, standards & guidance as appropriate.

- EN81 series :-
  - Part28: ‘Remote Alarms’
  - Part58: ‘Landing Doors Fire Resistance test’
  - Part70: ‘Disabled Access’
  - Part72&73: ‘Fire Fighting Lifts’
  - Part80: ‘Safety of Existing Lifts’
  - Other relevant parts
- Amendment to EN81 prA2: ‘Machine Room-Less lifts’
- Amendment to EN81 prA1: ‘Programmable Electronic Safety Systems in Lifts’
- LG1: ‘Guidance on thorough Examination & Testing of Lifts’
- PM7: ‘Lift thorough Examination & Testing’
- PM26: ‘Safety at Lift Landings’
- ISO4190-1 and -2: ‘Dimensions and Preferred Values’
- ISO18738: ‘Riding Comfort in Lifts’
- EN12015, EN12016: ‘EMC Emissions and Immunity’
- EN13015: ‘Maintenance’
- BS5655 part 5 & 6: ‘Planning & Dimensions’
- BS5655 part 10: ‘Commissioning & Testing’
- BS5655 part 13: ‘Vandal Resistant Lifts’
- BS7255: ‘Safe Working on Lifts’
- BS5588 part 5, 8 & 11: ‘Fire Fighting & Evacuation Lifts’
- CIBSE guide D
- Any other relevant and applicable norms

F. **General Requirement for the Lifts**

**PUBLIC LIFT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type:</td>
<td><em>Machine Room (MR)</em></td>
</tr>
<tr>
<td>Motor drive:</td>
<td><em>Regenerative type</em></td>
</tr>
<tr>
<td>Traction System:</td>
<td><em>Coated Steel Belt or better</em></td>
</tr>
<tr>
<td>Capacity</td>
<td>1000kg each</td>
</tr>
<tr>
<td>Speed:</td>
<td>Minimum 1.75 m/s</td>
</tr>
</tbody>
</table>
Configuration: 2 Normal Passenger Lift + 1 Firemen's Lift for 6 landings

Group Control Function: Triplex and/or other group control functions for enhancing the lifts performance and response time

Operation: Full Collective

Power Supply: 400V±5% /50 ±1.5 Hz, 3-phase supply

Operating Environment: RH above 85%, Temperature up to 40ºC (tropicalised)

G. Test Certificates & Documents

Bidder shall submit all necessary documents and test certificates where necessary or any other documents/certificates which may deem to be necessary and important in ensuring total compliance to norms, regulations, specifications etc... At least the following shall be included:

- ‘Test Certificates’ to demonstrate Compliance to standards/norms as set out above
- Detail technical specifications
- Type test certificate of the lift model proposed if any
- Necessary documents in support of the general requirements above more specifically with regard to the operating environment capability of all electrical/electronic items
- Any other relevant documents/certificates to ensure full compliance to specifications

And on completion of the project the following:

- Installation, Testing & Commissioning Certificates
- As fitted drawings
- O&M Manuals (3 sets)
- Two (one after completion and second one after 6 months) Examination of Lifts and issuance of fitness certificate by third party, a Registered Machinery Inspector, in accordance with the 5th schedule (Section 53) of OSHA No. 28 of 2005
  - Any other documents that may be required

H. Lift Main & Safety Components

The lifts shall comprise of the following main components amongst others:

- Tropicalised Controller inside at least IP55 enclosure/panel. The Controller shall be BMS compliant i.e. all necessary communication modules shall be incorporated for connection to a lift BMS system. The controller shall also have provision for connection of a fire signal cable from the building fire alarm system.
- Regenerative Drive for a reduced power consumption / energy savings
- Gearless Motor suitable for use with regenerative drive
- Traction System (Coated-Steel Belt based- an appropriate detection system shall be incorporated for continuous monitoring of the steel rope inside the belt)
- Over-speed Governor meeting tripping test of norms/standards specified above
- Car Guide Rail
- Car including sling (car frame), fixtures & accessories
- Counterweight
- Counterweight guide rail
- Limit Switches
- Safety Gears preferably progressive type meeting freefall and runaway test of norms/standards specified above
- Car & Counterweight Buffers meeting strike test of norms/standards specified above
- Car & Landing Doors including Apron - door operation shall be safe and reliable fitted with full length detector. In the event of failure of the door sensor a failsafe system shall be incorporated to prevent any injury due to impact. Thus in the event of failure of the electronic sensors the door shall be closed at a lower speed to reduce its impact force to a safe level. On impact/detection of any obstruction the door must reverse its direction i.e. reopened itself and closed again after sufficient time delay to resume operation.
- Fire doors for fireman’s lifts shall be fire resistant to at least 2 hours
- Simplex Hall Call buttons & display(4.3”) for direction & level indication including landing chimes at landings (faceplate Mirror Stainless Steel)

I. Car Fixtures & Requirements

Car shall be equipped with the following:

- Destination pushbuttons for each floor- The pushbuttons shall have glowing backlight when pressed or highlighted, be vandal-resistant, capable of destination cancellation when pressed a second time within a preset time period, be so designed to provide an appropriate tactile means for assistance to the visually impaired or blind person and installed at a comfortable height for wheelchair users.
- ‘Door Hold’ & ‘Door Close’ pushbuttons
- ‘Alarm’ pushbutton
- Intercom system in the event of an emergency to call for assistance at the technical office of the building
- Key switch or other means to provide the liftman/operator with dedicated/independent control on any of the lifts for special needs. When any of the lift is being operated under this function all hall calls shall be ignored and transferred to other lifts until it is switched to normal operation
- Display (12.1”) to at least indicate car position, direction of travel, overload limit and multimedia etc
- **Luxury Cabin interior finish** fitted with hand rail, kick plate (preferably in wood finish). Since the type of finish varies from manufacturer, the finish shall be
decided by the client prior to ordering based on the manufacturers finishes available.

- **Size of Cabin:** Inside Car 1600x 1400 mm minimum
- LED lamp for car lighting to provide a good ambiance
- Emergency lights in case of power failure for at least one hour autonomy
- Ventilation Fan with Air Conditioning System
- Chime or voice based notification on arrival at destination floors
- Overload sounder/buzzer should the total weight of passengers exceeds a preset limit of the maximum capacity and the elevator will not start with the car door remaining in open position until excess passengers step outside. Should the passenger limit be reached all hall calls shall be ignored and the lift shall carry out only dispatching function for offloading passengers until it can safely receive other passengers
- Granite floor finish- colour and/or pattern of which shall be decided by client depending on availability at time of ordering
- CCTV system with minimum 1 month recording before overwritten.

### J. Landing Fixtures & Requirements

The landings shall comprise of the following:

- Hall Call buttons centrally installed between lifts for Public Lifts at each floor described in Part D at a comfortable height to enable usage for wheelchair users. The Hall Call Pushbuttons shall be vandal-resistant, mounted on stainless steel plates and highlighted when pressed. Cancellation of the call shall be possible by pressing again within a prescribed time period. At the main landing i.e at the Ground (2nd level) floor only the ‘UP’ button shall be installed and only the ‘DOWN’ button at the highest floor i.e 7th floor. All other floors shall have the ‘UP’ & ‘DOWN’ buttons installed
- Position and direction indicator centrally installed at the top of the landing doors for each lift
- Door Architraves
- Car Arrival Chime
- Shutdown/Park Switch at the main landing (ground floor) for each lift to enable turning ON/OFF of any of the lifts when required
- Fireman switch for the fireman lift at the main landing (ground floor)
- Mechanical unlocking door keys

### K. Emergency operation and additional safety requirements

*Power failure*

In case of a Power failure the Emergency lights shall automatically turn on and an automatic rescue system shall be provided to enable the lifts to travel to the nearest floor and automatically open the doors for offloading passengers. Passengers shall be
notified accordingly by means of a display and/or voice notification. On power restoration the lifts shall automatically reinitialized to resume normal operation.

**Fire Breakthrough**
In the event of an imminent fire breakthrough signal received from the fire alarm system of the building, if connected, and/or activation of the fireman’s switch at main landing, all lifts, including the fireman’s lifts, shall ignore all hall & destination calls and immediately travel to the main landing for offloading of passengers. Passengers shall be notified accordingly. After passenger offloading the doors of the normal lifts shall be closed and parked at the main landing itself or resting on the buffer as appropriate bypassing limit switches while the fireman’s lifts shall automatically enter into service for emergency operation. Doors shall remain open at main landing to receive emergency service personnel. Hall Calls shall be inoperative with only the destination pushbuttons in the car functional and on arrival at any floor the lift doors shall remain in open position awaiting the emergency service personnel. The intercom system shall also remain activated during emergency operations. Any normal safeties such as the electronic door safety shall automatically be deactivated during emergency operation to prevent any delays on rescue operations. After such emergency operation the lifts shall remain inoperative until inspected by qualified person for any damage that may have been caused prior to restoring the lifts to normal operation. Otherwise auto-diagnosis function if available shall be initiated by the lift controller upon re-setting of the fireman switch and lift restored to normal operation if all test is conclusive.

L. **Machine Room**
The Contractor shall refurbish the machine room including painting, new aluminium windows, flooring, lighting and power point. One office desk and 2 chairs to be placed by the contractor including PC (to be used for BMS). The PC (core i7 with memory of 8GB Ram and 256GB SSD) shall comprised of its Screen (21”) mouse and keyboard.

M. **Building Management System (BMS)**
The supplier shall provide a Lift BMS system in the Machine Room. The Contractor shall provide all required IT equipment, software, communication devices and cables. The system shall be able to view the operation of the lift, measure and record all parameters. The BMS shall be able to acknowledge and reset the controller during faults where possible.

N. **Materials & Workmanship**
All materials used shall be new and of good quality. Workmanship shall be to of high standards.

O. **Warranty**
The warranty period shall be minimum 2 years from the successful commissioning of the lifts against any manufacturing defects and/or workmanship. All necessary maintenance works shall be included during this period covering any parts due to normal wear & tear.

P. **Spare Parts**

The Contractor shall mention spare parts and any other consumables for a period of at least four years.

The successful bidder shall provide all the required spare part and consumable for the operating and maintenance of the system during the two-year warranty.

In addition, the following shall be submitted to the ESD Engineer during commissioning:

**Spare Parts**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Spare Description</th>
<th>Qty Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Door Controller</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Door full length detector</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Landing push button</td>
<td>12</td>
</tr>
<tr>
<td>4</td>
<td>Car push button</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>Hall call indicator PCB</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Car indicator PCB</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Car guide shoes</td>
<td>6 sets</td>
</tr>
<tr>
<td>8</td>
<td>CWT guide shoes</td>
<td>6 sets</td>
</tr>
<tr>
<td>9</td>
<td>Limit switches</td>
<td>12</td>
</tr>
</tbody>
</table>

**Tools**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Tool Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Five tray metal tool box (cantilever Type) [550mm]</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Padlock 40mm</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Sheathed and chromed adjustable wrench</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Combination wrenches from 6mm to 32mm (Ring –Flat)</td>
<td>1 set</td>
</tr>
<tr>
<td></td>
<td>1000V insulated screwdrivers for slotted heads</td>
<td>set of 7</td>
</tr>
<tr>
<td></td>
<td>1000V insulated screwdrivers for Philips heads</td>
<td>set of 7</td>
</tr>
<tr>
<td></td>
<td>Set of hexagon keys</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Isolated Side Cutter [200mm]</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Isolated Combination pliers [200mm]</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Isolated Flat Nose Pliers [150mm]</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Wire Stripper</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Heavy Duty Measuring tape 5m with lock</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Magnetic level 500mm</td>
<td>1</td>
</tr>
<tr>
<td>Tool Description</td>
<td>Quantity</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Engineering Square-Steel [100mm]</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Steel Ruler [300mm]</td>
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</tr>
<tr>
<td>Hacksaw (Square frame professional Plus) [300mm]</td>
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<td></td>
</tr>
<tr>
<td>Ball –Hein Hammer 300gm</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Clap Meter 500A ,AC/DC</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
COMPLIANCE SHEET

Procurement Reference Number: ________________________________

[Bidders should complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]

<table>
<thead>
<tr>
<th>Item No</th>
<th>Technical Specification Required</th>
<th>Compliance of Specification Offered</th>
<th>Details of Non-Compliance/Deviation (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A*</td>
<td>B*</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>1.</td>
<td>Stepwise Decommissioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Submission of Certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Model and Make of Lift</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Interior Finish: Luxury Cabin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Type : Machine Room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Traction System: Coated Belt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Motor Drive: Regenerative Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Capacity : 1000kg / 13 persons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Cabin Size: minimum 1600x 1400 mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Speed: minimum 1.75 m/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Configuration: 2 Normal + 1 Firemen Lift</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Group Control: Triplex</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Power Supply: 400V± 5%, 50 ± 1.5 Hz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Operating Environment: Tropicalised</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>BMS compliance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Warranty Period: 2 years</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Specifications and Compliance Sheet Authorised By:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td>Date:</td>
</tr>
<tr>
<td>Authorised for and on behalf of:</td>
<td>Company:</td>
</tr>
</tbody>
</table>
**Drawings**

Drawing is not included in the bid. Drawing shall be provided during pre-bid meeting.

Bidder to verify dimension of shaft in order to ensure that the proposed lifts would be suitable for installation in the existing lift shafts with regard to the width, depth, head room height and the pit depth etc. Thus, prior to bidding the prospective bidders shall carry out a full survey of the lift shafts. The successful bidder shall submit shop drawings (AutoCAD Format and 2 Hard Copies) as necessary prior to installation.

For any others details or requirements, the Engineer’s office may be contacted as necessary.

**Supplementary Information**

None
PART 3 – Conditions of Contract and Contract Forms
Section VI. General Conditions of Contract

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office ppo.govmu.org under Ref. No. W/GCC10/05-14 dated 06.05.2014

The GCC can be used for both admeasurement contracts and lump sum contracts.
Section VII. Particular Conditions of Contract

These clauses should be read in conjunction with the General Conditions of Contract: W/GCC10/05-14 dated 06.05.2014 obtained from http://ppo.govmu.org.

### A. General

| GCC 1.1 (r) | The Employer is Prime Minister’s Office (Home Affairs), New Government Centre, Port Louis. |
| GCC 1.1 (v) | The Intended Completion Date for the whole of the Works shall be **240 days** |
| GCC 1.1 (y) | The Project Manager is: **The Director (Electrical Services Division), Ministry of Public Infrastructure, Land Transport & Shipping, Phoenix or his Representative.** |
| GCC 1.1 (aa) | The Site is located at **New Government Centre** |
| GCC 1.1 (dd) | The Start Date shall be **7 days after handing over of site** |
| GCC 1.1 (hh) | The Works consist of Removal of Existing Lift, Supply, Installation, Commissioning and Maintenance of three (3) lifts in NGC, Port- Louis |
| GCC 2.2 | Sectional Completions are: **Not Applicable** |
| GCC 2.3(i) | The following documents also form part of the Contract:  
Specimen Maintenance Agreement at Annex 1 |
| GCC 3.1 | The language of the contract is **English**  
The law that applies to the Contract is the law of Mauritius. |
| GCC 5.1 | The Project manager **may** delegate any of his duties and responsibilities. |
| GCC 8.1 | Schedule of other contractors: **Not Applicable** |
| GCC 13.1 | Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:  
(a) for the Works, Plant and Materials: **Rs 7,000,000**  
(b) for loss or damage to Equipment: **Rs 7,000,000**  
(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract **for an amount of Rs5,000,000**  
(d) for personal injury or death:  
(i) of the Contractor’s employees: **Rs 10,000,000** |
The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.

 GCC 14.1 Site Data are: *Not Applicable*

 GCC 20.1 The Site Possession Date(s) shall be: *7 days from Letter of Acceptance*

 GCC 23.1 & GCC 23.2 **Appointing Authority for the Adjudicator:** *No Adjudicator shall be appointed for this Contract.*

 GCC 24. In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.

 The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to the “competent courts of Mauritius”.

 GCC 24.3 Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: *Not applicable.*

 GCC 24.4 *Not Applicable*

**B. Time Control**

 GCC 25.1 The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.

 GCC 25.3 The period between Program updates is *30 days.*

 The amount to be withheld for late submission of an updated Program is *5%.*
### C. Quality Control

<table>
<thead>
<tr>
<th>GCC 33.1</th>
<th>The Defects Liability Period is: 365 days.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 39.7</td>
<td>Interim Payment for Plant and Material on site is applicable.</td>
</tr>
</tbody>
</table>

### D. Cost Control

<table>
<thead>
<tr>
<th>GCC 41.1</th>
<th>Adverse weather conditions: Rainfall of over 80mm in 24 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 43.1</td>
<td>The currency of the Employer’s country is: <strong>Mauritian Rupees.</strong></td>
</tr>
<tr>
<td>GCC 44.1</td>
<td>The Contract is not subject to price adjustment in accordance with GCC Clause 44</td>
</tr>
</tbody>
</table>
| GCC 45.1 | The proportion of payments retained is: 10%  
5% to be released upon practical completion of works and 5% after Defect Liability Period |
| GCC 46.1 | The liquidated damages for the whole of the Works are 0.1% per day.  
The maximum amount of liquidated damages for the whole of the Works is 10%. |
| GCC 47.1 | The Bonus for the whole of the Works is **Not applicable.** |
| GCC 48.1 | The Advance Payments shall be: 20% and shall be paid to the Contractor no later than 30 days against a bank guarantee acceptable to the Client. |
| GCC 49.1 | The Performance Security shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT, from a recognised renowned commercial local bank. |

### E. Finishing the Contract

| GCC 55.1 | The date by which operating and maintenance manuals are required is **within 7 days after commissioning.**  
The date by which “as built” drawings are required is 7 days. |
| GCC 55.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is **as quoted in Bill of Quantities but to a minimum of 2.5% of contract price** |
| GCC 57.2 (g) | The maximum number of days is: 100 days |
| GCC 59.1 | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works is 20% of contract price. |
Section VIII - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

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Performance Security ..................................................................................................................60
Form for Preference Security ........................................................................................................51
Advance Payment Security .........................................................................................................62
Letter of Acceptance

[on letterhead paper of the Employer]

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

To: . . . . . . [name and address of the Contractor] . . . . . .

Subject: . . . . . . [Notification of Award Contract No]. . . . . .

This is to notify you that your Bid dated . . . [insert date] . . . for execution of the . . . . . . [insert name of the contract and identification number, as given in the Appendix to Bid] . . . . . . . . for the Accepted Contract Amount of the equivalent of . . . . . . [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by (insert name of Public Body).

You are requested to furnish the Performance Security within 21 days in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section VI (Contract Forms) of the Bidding Document.

Authorized Signature: .......................................................... .......................................................... .......................................................... .......................................................... ..........................................................

Name and Title of Signatory: .......................................................... .......................................................... .......................................................... .......................................................... ..........................................................

Name of Agency: .......................................................................................................................... ..........................................................

Attachment: Contract Agreement

(May be subject to modifications)
Contract Agreement

THIS AGREEMENT made the . . . . . . day 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 . . . . . . [name of the Contract] . . . . . . should be executed by the Contractor, and has accepted a Bid 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 Bid

   (c) the Addenda Nos . . . . . . [insert addenda numbers if any] . . . .

   (d) the Appendix to the General Conditions of Contract

   (e) the General Conditions of Contract;

   (f) the Specification

   (g) the Drawings; and

   (h) the completed Schedules,

3. 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 Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price 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

in the presence of: ____________________________
Witness, Name, Signature, Address, Date

Signed by: ____________________________
for and on behalf the Contractor

in the presence of: ____________________________
Witness, Name, Signature, Address, Date
Performance Security

Bank’s Name and Address of Issuing Branch or Office

Beneficiary: Name and Address of Public Body

Date

PERFORMANCE GUARANTEE No.

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

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

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

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

Seal of bank and

Signature(s)
Sample Form of Preference Security

Form of Preference Security
(Bank Guarantee)

To: ______________________________________________________ [name of Employer]
________________________________________________________________ [address of Employer]

WHEREAS __________________________________________________________________ [name and addresses of the contractor] (hereinafter called “the Contractor”), has undertaken in pursuance to Contract No. ________ dated ______________________ to execute __________________________________________ [name of Contract and brief Description of Works], (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a local commercial bank for the sum specified therein as security for compliance with his obligation stated in Sub-Clause 49.2 of the Conditions of Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of ______________________ [amount of Guarantee], we undertake to pay you, upon your first written demand and without your having to substantiate such demand any sum within the limit of ______________________ [amount of Guarantee].

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date of the Completion Certificate.

Signature and Seal of the Guarantor

Name of Bank ____________________________________________________________
Address ________________________________________________________________

Date ____________________________________________________________________

8 Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract
Advance Payment Security

[Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: [Name and Address of Employer]

Date:

Advance Payment Guarantee No.:

We have been informed that [name of the Contractor], (hereinafter called “the Contractor”) has entered into Contract No. [reference number of the Contract], dated [date] with you, for the execution of [name of contract and brief description of Works]. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in figures] is to be made against an advance payment guarantee.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in figures] 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 under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number [Contractor’s account number] at [name and address of the Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the day of , whichever is earlier. 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)]

Note: All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider...
adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.
This contract is intended to bind the successful bidder into a service agreement so that prompt intervention are made in the event of breakdowns so as to avoid or reduce to a minimum the disruption of the lift services which are critical at this building. The contract shall be of a comprehensive type i.e inclusive of all spare parts, replacement parts due to normal wear & tear, labour, transport etc. and cost of any other nature. It is understood that during the defects liability period spare parts shall be covered under warranty and shall thus be excluded from the maintenance cost for year 1.

The successful bidder shall be free to make any comments, proposals for amendments or addition of clauses to the maintenance contract, however, the contents of this specimen agreement shall remain as is for all its intent and purpose.
PLANNED MAINTENANCE CONTRACT

for

LIFTS

at NEW GOVERNMENT CENTRE

AGREEMENT

Between …………………………………………………………………………………………………………………………………………………..,
(rehereinafter referred to as the COMPANY)
and ……………………………………………………………………………………………………………………………………………………………..,
(rehereinafter referred to as the CLIENT)

1. DEFINITIONS

The following terms shall have the meanings as specified below:

- The ‘Company’ means the company or firm which has been awarded the contract
- The ‘Client’ is the …….. represented by …
- ‘Planned Maintenance Works’ means all the works as described in the maintenance schedule - Annex III
- ‘Equipment’ means all lifts covered under this contract as listed at Annex II
- The ‘Services’ means the planned preventive maintenance works, attending to breakdowns, repair works as may be required and any other related works to maintain the lifts under operating condition
- The ‘Agreement’ means the terms and conditions as set out in this document and agreeable to both parties (the company and the client) for the carrying out planned maintenance works

2. OBJECT

The Company agrees to provide to the Client a Planned Maintenance Service to maintain all Equipment as listed at Annex II under safe operating condition
3. **THE MAINTENANCE SERVICE**

a) The Company shall provide all necessary labour, transport, replacement parts, consumables, any other materials required, tools and testing equipment etc. to maintain all the said equipment in good and safe operating condition.

b) The Maintenance Service shall consist of Planned Preventive Maintenance as stipulated in the maintenance schedule at ANNEX III and calls requested by the Client or its’ Representative on any unexpected breakdowns or any other problems reported, which, within reasonable promptness the problems should be attended to during the Company’s normal working hours. In no case shall the Company’s service personnel attend to the report of faults and/or breakdowns later than the next working day.

4. **MAINTENANCE STANDARDS**

The equipment to be maintained by the Company shall be to the following standards

a) Original Manufacturers parts or parts of equal quality shall be used;

b) All equipment shall be maintained at levels necessary to have them fully operational and in service;

c) The equipment shall not be subject to any mechanical abuse;

d) All works i.e routine maintenance, repairs etc. shall only be carried out by qualified personnel of the Company having the specialised ability and acquaintance to work with the particular equipment;

e) All equipment shall be inspected and adjusted periodically or as often as required; and

f) Routine maintenance procedures shall be carried out as prescribed by the original equipment manufacturer for all piece of equipment.

5. **MAINTENANCE PERIOD**

The maintenance service shall remain valid and binding after it has been duly signed by authorised persons from the Company and the Client for a period of ................... year(s) i.e from ................. to...................
Renewable after each year upon satisfactory performance.
6. **MAINTENANCE PREMIUM**

The maintenance premium in respect of this agreement for the lifts as detailed at Annex1 is

- **Year 1:** Included in Contract Price (inclusive of VAT)
- **Year 2:** Rs ________________ (inclusive of VAT)
- **Year 3:** Rs ________________ (inclusive of VAT)
- **Year 4:** Rs ________________ (inclusive of VAT)
- **Year 5:** Rs ________________ (inclusive of VAT)

7. **PAYMENT TERMS**

a) The *Company* shall not be entitled for any advance payment with respect to this agreement.

b) The maintenance premium is payable on an equal monthly basis only, with claim submissions at the end of each month.

c) All payment to be effected to the *Company* shall be payable through the government.

8. **DELAYS IN INTERVENTIONS**

An amount of 1% per day shall be deducted from the maintenance premium for any late intervention on any reported faults up to a maximum of 10%.

9. **EXCLUSION**

If the Client or the Company is rendered wholly or partially unable to perform its obligations under this Agreement due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event, gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and uses its reasonable commercial efforts to remedy its inability to perform. No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.”

10. **TERMINATION**

a) The contract shall automatically terminate at the end of the contract period.

b) Otherwise should the *Company* commit any breach of any of the terms and conditions set out in this Agreement, or should the performance to deliver found to be poor and unsatisfactory, the *Client* may terminate the contract at any time during the maintenance period with written notification.

c) Should the contract be terminated at any point during the contract period as per clause (b) above, the *Company* shall not be entitled to any further claims i.e the remaining part(s) of the maintenance premium thereof.
11. EXTENSION

a) The Client may at his own discretion, and depending on the performance of the Company, extend the maintenance agreement period under the same terms and conditions on a year-to-year basis.

b) The extension(s) shall be subject to the Company’s acceptance.

12. LAWS AND JURISDICTION

Mauritian law shall govern all matters pertaining to this Agreement.

13. LIABILITY

a) The Company shall cover any damages occurring due to misuse of any of the Client’s property or facilities provided to its personnel and for any malfunctions of equipment resulting from poor workmanship or negligence on the part of the Company’s personnel. The Company’s liability will cease if the equipment is repaired, serviced or interfered by any person other than those authorised by the Company.

b) The Company shall indemnify, defend and hold harmless the Client and its representatives from and against claim arising out of or in any way connected with negligence, fraud or willful misconduct of the Company or anyone acting on the Company’s behalf or under its instructions in connection with this Agreement.

14. GENERAL CONDITIONS

a) The Company shall submit a list of all its service personnel, responsible persons and any other staff, along with their bio-data, work experience on the plant/equipment to be maintained who shall be assigned to carry out routine maintenance works, site visits, routine checks, repairs works or any other related works. Only those persons in the list shall be authorized to enter the site. An updated list shall be submitted whenever any changes occur. Prior written permission shall be sought from the Client for any other person or any third party not mentioned in the list to enter the site.

b) One Log Book shall be kept for monitoring movements and purposes of their presence on the site for all personnel/staff. The Log Book shall include all details including dates, times, purposes and any other relevant details pertaining to any works, interventions, checks or any other related works. The format of the log book shall be approved by the Client.

c) All Information regarding the entire installations and facilities provided in the building including its structural design shall remain and treated as strictly confidential.
d) This contract is of a fixed sum and the *Company* shall not be entitled to request for an increase of the premium due to any subsequent increase in its overhead cost, taxes, local charges, cost of other nature etc.

e) The *Company* shall not be allowed for any overtime claims should its service personnel be required to work after its normal working hours.

15. INSURANCE

The Company shall maintain during the term of this Agreement a General Liability Insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage.

16. MAINTENANCE GUARANTEE BOND

The company shall furnish a maintenance guarantee bond to the amount of 10% of the maintenance premium from a local commercial bank for the duration of the maintenance period.

MADE IN TWO ORIGINALS

Signed in two (2) originals and in good faith at ________________________________

This _______________ day of ________________________________ year ____________________

Start date of Contract: __________________________________
End date of Contract: __________________________________

The Company : ___________________________ The Client : ___________________________
Represented By : ___________________________ Represented by : ___________________________
Position : ___________________________ Position : ___________________________
Signature : ___________________________ Signature : ___________________________
### Equipment Schedule

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Make</th>
<th>Model</th>
<th>Capacity</th>
<th>Serial No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Lift No.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Public Lift No.2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Public Lift No.3</td>
<td></td>
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</tr>
</tbody>
</table>

*Details to be entered*

### Breakdown of Cost

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Monthly Amount (Rs)</th>
<th>Yearly Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Public Lift No.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Lift No.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Lift No.3</td>
<td></td>
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ANNEX III

Maintenance Schedule

Location: *Machine room*
- Keep & update register, intervention and plant history log books
- Check for any obstructions for access to machine room
- General Cleaning of the machine room place
- Check presence and affix if required all necessary instructions for proper lift operation, emergencies, health and safety signage etc. as per usual norms & regulations
- Check machine room overall ventilation system
- Check speed limit governors
- Check all fuses and ensure proper ratings used
- Check and tighten if required of all control and power cables in the lift control panel
- Check, de-dust and dehumidify if required all components in the control panel (PCBs, Contactors, VVVF etc.)
- Check and service if required electrical distribution panel
- Check lift motor if operating normally, clean and apply lubricants to moving parts if required
- Check gearbox oil levels
- Check and grease deflection sheaves
- Check functioning of the manual rescue device
- Check and mark if required the wire rope for easy reference and identification of levels
- Check direction markings for motor with respect to cabin displacement
- Any other checks as per original equipment manufacturers recommendations and norms

Location: *Car Top*
- Check status and clean if required the car top
- Check and grease if required deflection sheaves
- Check functioning of the inspection device
- Check functioning of Emergency Stops
- Check status of Guide Rail, clean and lubricate if required
- Check status of guide rail support
- Check lock nut on counterweight
- Check Safety gear bars
- Check and top up if required any lubricating oil
- Check shaft lighting
- Check fixation and alignment of all sensors
- Check Landing Door mechanical lock
- Check Landing Door emergency lock
- Check Landing Door contact
- Check Landing Door wire rope tension
- Check Landing Door upper and lower rollers
- Check unlocking skate
- Any other checks as per original equipment manufacturers recommendations and norms

**Location: Lift Pit**
- Check pit ladder
- Check Emergency Stop in pit
- Check status of pit and clean if required
- Check presence and status of any electrical power point in pit
- Check speed governor tension pulley and its functioning
- Check magnetic metal strip tension
- Check functioning of cabin-full overload switch
- Check oil recovery container/can
- Check presence and fixation of foot guard
- Check/measure clearance under counterweight
- Check hydraulic buffer
- Any other checks as per original equipment manufacturers recommendations and norms

**Location: Landings**
- Check sills status
- Check/Clean landing doors if required
- Check landing door guide shoes
- Check conformity of landing door panel bottom clearance
- Check for any noise and vibration of the landing doors
- Check functioning of manual unlocking
- Check functioning of level and direction indicators
- Check functioning of call buttons
- Any other checks as per original equipment manufacturers recommendations and norms

**Location: Car**
- Check general status of car (floor, side panels, mirror etc.)
- Clean car if required
- Check hand rails, skirting etc.
• Check functioning of Emergency Alarm
• Check functioning of inter-com
• Check functioning of re-opening button
• Check functioning of normal and emergency lighting
• Check functioning of all destination push buttons
• Check functioning of level and direction indicator
• Check landing accuracy
• Check travelling comfort in car during acceleration/deceleration
• Check for any abnormal noise and vibration
• Check door status, levelling, alignment and gaps etc.
• Check for any abnormal noise during opening/closing of door
• Check safety door edge
• Any other checks as per original equipment manufacturers recommendations and norms