



Procurement Reference

No. 41 of 2021/2022

BIDDING DOCUMENTS

REQUEST FOR SEALED BIDS

**INDEPENDENT
COMMISSION
AGAINST
CORRUPTION**

PROJECT:

**To Provide Office Repair &
Maintenance Services**

CONTACT

PHONE:
4026600

WEBSITE:
www.icac.mu

EMAIL:
Procurement@icac.mu

ADDRESS:
Réduit Triangle
Moka

Site Visit:
28 March 2022 at 10.30 hrs

Tender close:
01 April 2022 at 11.00 hrs

17 March 2022

**SECTION I
LETTER OF INVITATION**

My Ref: ICAC/A/234/1

17 March 2022

Dear Sir /Madam,

Request for Sealed Quotation

**Procurement Reference No. 41 of 2021/2022
To Provide Office Repair & Maintenance Services**

The Independent Commission Against Corruption (ICAC) requests sealed quotations from qualified suppliers to **provide Office Repair & Maintenance Services** at its headquarters situate at Réduit Triangle, Moka.

2. Details of the Scope of services are provided in the **Schedule of Requirements and Compliance Sheet** at **Section III** of the Bidding document.
3. Interested eligible parties are kindly invited to submit their best bids in accordance with the instructions, scope of services and terms and conditions contained in the Bidding documents.
4. Completed and sealed bidding documents should be **deposited** in the Quotation Box located at Ground Floor, Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka on or before **01 April 2022** not later than **11.00 hours**.

Yours faithfully,



D. Ramjeeawon

**for Supervising Officer
Corporate Services Division**

SECTION II
INSTRUCTIONS TO BIDDERS

A. General

1.0 Notes to Bidders

1.1 This tender document contains twenty seven (27) pages. Bidders should first check that they are in possession of a complete set of bid document and ensure that all pages are in correct sequence and that none are missing.

1.2 Bidders are advised to peruse the tender document carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions and with terms and conditions.

2.0 Eligibility Criteria and Conflict of Interest

2.1 Bidders' present status.

Bidders must:

- (a) have the legal capacity to enter into a contract to **provide Office Repair & Maintenance Services** at its headquarters;
- (b) not be insolvent in receivership, under administration, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (c) not have had your business activities suspended;
- (d) not have a conflict of interest in relation to this procurement requirement;
- (e) have a Business Registration Card; and
- (f) not be under a disqualification or debarment sanction.

3.0 Contract period

3.1 The Contract shall be for **an initial period of one year with possibility of renewal for further two years.**

3.2 The starting date for the contract will **be within one week as from the date of signature of Contract** between the ICAC and the Successful Bidder.

4.0 Preparation of Bids and Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of this Bid and the ICAC will neither be responsible nor liable for any cost, arising therefrom regardless of the conduct or outcome of the bidding process

B. Bidding Documents

5.0 Content of Bidding Documents

5.1 The set of bidding documents comprises of the document listed below:

Section I	-	Letter of Invitation
Section II	-	Instructions to Bidders
Section III	-	Schedule of Requirement and Compliance Sheet
Section IV	-	Financial Bid Form
Section V	-	Bid Submission Form with its Appendix
Section VI	-	General Conditions of Contract
Section VII	-	General Conditions of Contract
Section VIII	-	Current Standing Form
Section IX	-	Bid Check List

5.2 Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

6.0 Clarification of Bidding Documents

6.1 A bidder, requiring any clarification of the Bidding Documents, may notify the ICAC in writing at its address or by sending an e-mail **addressed to the Secretary of the Tender Committee** on procurement@icac.mu.

6.2 The ICAC will respond in writing to any request for **clarification** of the Bidding Documents that it receives prior to the deadline for submission of bids prescribed by the ICAC. Copies of the ICAC's response (including an explanation of the query but not identifying its source) will be sent to all Bidders that received the Bidding Documents from the ICAC.

7.0 Amendment of Bidding Documents

7.1 Before the deadline for submission of bids, the ICAC may modify the bidding documents by issuing addenda.

7.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to those who obtained the bidding documents directly

from the ICAC. Bidders shall acknowledge receipt of each addendum in writing to the ICAC.

- 7.3 The ICAC shall extend, as necessary, the deadline for submission of bids, to give Bidders reasonable time in which to take an addendum into account in preparing their bids.

8.0 Documents comprising the bids

- 8.1 The bid submitted by the Bidder should comprise the following documents:

- (i) Schedule of Requirements and Compliance Sheet (**Section III**);
- (ii) Financial Bid Form (**Section IV**);
- (iii) Bid Submission Form (**Section V**) with its Appendix for Bid Securing Declaration;
- (iv) Current Standing Form (**Section VII**); and
- (v) A copy of Business Registration Card.

9.0 Bid Price

- 9.1 The Bidder should quote their prices/rates in clear terms.
- 9.2 The prices/rates should be quoted in figures and words and legibly written without any over-writing. In case of any correction, same should be attested by the Bidder with full signature, however no over-writing is permissible.
- 9.3 Bids must be priced in Mauritian Rupees.
- 9.4 All duties, taxes, and other levies payable by the Bidder under the Contract, shall be included in the total bid price.

10.0 Bid Validity

- 10.1 Bids shall remain valid for a period of ninety **(90) days** after the closing date for submission of bids.
- 10.2 In exceptional circumstances, the ICAC may request that the Bidders extend the period of validity for a specified additional period. The request and Bidders' responses shall be made in writing, by fax or e-mail.
- 10.3 A Bidder who agrees to extend the validity period will **not** be allowed to amend his Bid and if he so refuses, his participation in the bid procedure **will** be disregarded.

10.4 All Bidders who have accepted the extension of the validity period will be bound by their Bid.

11.0 Bid Securing Declaration Form

11.1 The Bidder shall subscribe to the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form.

11.2 If a Bid Securing Declaration is executed the Bidder may be disqualified to be awarded a contract for a period of time as determined by the ICAC.

12.0 Sealing, Marking and submission of Bids

12.1 The original Bid should be sealed in a one envelope.

12.2 The envelope shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the **Supervising Officer, Corporate Services Division, Independent Commission Against Corruption (ICAC)** with the **Bidder's name** at the back of the envelope.
- (c) bear the name and identification number of the Procurement as defined in the Invitation to bid; and
- (d) provide a warning not to open before the specified time and date for Bid Opening.

12.3 The bids should be deposited in the Quotation Box located, at Ground Floor, Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka.

13.0 Deadline for Submission of Bids

13.1 The deadline for the submission of the bids shall be on or before **01 April 2022** not later than **11.00 hours**.

13.2 The ICAC may extend the deadline for the submission of bids by issuing an amendment in accordance with ITB Clause 7.0, in which case all rights and obligations of the ICAC and the Bidders, previously subject to the original deadline, will then be subject to the new deadline.

14.0 Submission of Late Bids

- 14.1 Any Bid received by the ICAC after the deadline prescribed in ITB Clause 13.1 in the bidding documents will be returned unopened to the Bidder.

15.0 Bid Opening

- 15.1 The ICAC shall open the bids at Ground Floor, Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka on **01 April 2022 at 11.00 hrs.**

16.0 Process to be Confidential

- 16.1 Information relating to the examination, clarification, evaluation, comparison of bids, and recommendations for award of a contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the ICAC's processing of bids or award decisions may result in the rejection of his bid.
- 16.2 If, after notification of award, a Bidder wishes to ascertain the grounds on which his bid was not selected, he should address his request to the ICAC, who will provide written explanation. Any request for explanation from one Bidder should relate only to his own bid. Request for information about the bid of competitors will not be considered.

17.0 Clarifications of Bids

- 17.1 To assist in the examination, evaluation, and comparison of bids, the ICAC may at its discretion, ask any Bidder for clarification of the Bidder's bid, including breakdowns of the prices in the Financial Bid Form, and other information that the ICAC may require. The request for clarification and the response shall be in writing via e-mail or fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the ICAC in the evaluation of the bids. No Bidder shall contact the ICAC on any matter relating to his bid from the time of the Bid Opening to the time the contract is awarded.
- 17.2 Any attempt by the Bidder to influence the ICAC in the ICAC's bid evaluation or contract award decisions should result in the rejection of the Bidder's bid.

18.0 Bidding Evaluation Criteria

- 18.1 Mandatory Evaluation Criteria – This will be based on the compliance of the following criteria by bidders:

- (i) Duly filled and signed and stamped schedule of Requirements and compliance sheet;
- (ii) Duly filled, signed and stamped Bid Submission Form;
- (iii) Duly filled, signed and stamped Financial Bid Form;
- (iv) Duly filled, signed and stamped Current Standing Form; and
- (v) Attached copy of Business Registration Card.

19.0 Evaluation and comparison of bids

19.1 The ICAC will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to paragraph 18.1.

19.2 The comparison will be of the price including all costs as well as duties and taxes payable in the provision of the services.

20.0 Financial Evaluation

20.1 The financial evaluation shall be based on the lowest quote determined as substantially responsive and qualified according to the bidding documents.

21.0 Errors and Omissions

21.1 In the examination of substantially responsive bids, the ICAC shall distinguish between errors and omissions that are properly subject to correction and those that are not. A Bidder should not be automatically disqualified for not having presented complete information, either unintentionally or because the requirements in the bidding documents were not sufficiently clear. Provided that the error or omission in question is subject to correction.

22.0 Correction of Errors

22.1 Bids determined to be substantially responsive shall be checked by the ICAC for any arithmetical error. Errors shall be corrected by the ICAC as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the ICAC there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

22.2 The amount stated in the bid shall be adjusted by the ICAC in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid shall be rejected.

23.0 Language of Bid

23.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the ICAC shall be written in English.

24.0 Award of Contract

24.1 The ICAC will award the contract to the successful bidder whose bid has been determined to be substantially responsive to the bidding documents and who has determined to be the lowest evaluated bidder, provided further that the bidder has been determined to be eligible and qualified in accordance to perform the contract satisfactorily.

25.0 Rights of the ICAC

25.1 The ICAC reserves the right to:

- (a) accept or reject any bid or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ICAC action.
- (b) reject a proposal for award if it is determined 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.

26.0 Site Visit

26.1 The Bidder shall carry out a survey during a site visit scheduled on **Monday 28 March 2022 at 10.30 hrs** to collect information so as to assess the work to be undertaken and take cognizance of the requirements of ICAC as well as any additional information that may be necessary for the preparation of the bid.

26.2 Bidders are kindly requested to bring along the letter inviting them to participate in this bid exercise.

26.3 A **Site Visit Register** and a **Site Inspection Certificate** will be made available and same should be signed upon the site visit.

SECTION III
SCHEDULE OF REQUIREMENTS AND COMPLIANCE SHEET
To Provide Office Repair & Maintenance Services

1.0 Objective

- 1.1 To obtain Office Repair & Maintenance Services from a reputed, experienced, and qualified contractor who can provide efficient repair and maintenance services for ICAC.

2.0 Scope of Services

- 2.1 **To Provide Office Repair & Maintenance Services** for ICAC, that include but not limited to:

- (i) General Maintenance Services;
- (ii) Electrical Services;
- (iii) Carpentry Services/Aluminium services;
- (iv) Plumbing Services; and
- (v) Painting Services.

3.0 General maintenance

- 3.1 Weekly routine checkup for all the general maintenance & repair work. The work includes maintenance of flooring, doors, blinds, and windows. All tasks necessary for keeping a building functional, safe and comfortable working environment.

- 3.2 Maintenance activities include:

- (i) Preventive maintenance; and
- (ii) Minor civil maintenance works. The scope of the civil maintenance work include: All types of repairs pertaining to masonry work, plastering, painting, welding etc.

- 3.3 The contractor will have to arrange for all types of tools at their own cost for undertaking such maintenance and repairs.

- 3.4 The contractor will make necessary arrangements for the provision of all necessary materials such as cement, rock sand, bricks, paints, and other related materials for the purpose. The cost thereof will be initially borne by the contractor at the time of execution. However, the cost incurred will be reimbursed by the ICAC on submission

of bills / cash memos / receipts .The rates of the material should be as prevailing market rates and acceptable to the ICAC.

3.5 The services should be available as and when required by the ICAC.

4.0 Electrical Services

4.1 Weekly routine checkup of all the electrical system & appliances: Defective bulbs, tube lights, perimeter lights, fans, switches, sockets, data points, re-wiring, managing tangled wires, load balancing and any other works.

4.2 A thorough checking up to all the electrical systems which includes cleaning of all panel junctions, tightening of all connections, and checking of Main and Sub Circuit Board (MCB's).

4.3 The contractor will make necessary arrangements for the provision of all necessary electrical materials for the purpose of electrical works. The cost thereof will be initially borne by the contractor at the time of execution. However, the same (actual expenditure towards the purchase of material) will be reimbursed by the ICAC on submission of bills / cash memos / receipts .The rates of the material should be as prevailing market rates and acceptable to the ICAC.

4.4 The electrical services should be available as and when required by ICAC

5.0 Carpentry/Aluminium Services

5.1 Providing the services of skilled carpenters as and when required along with essential tools to attend repair and maintenance services as detailed hereunder:

- (i) Repair of desk, chair, and cupboards ;
- (ii) Aluminum/ wooden windows & doors not in order;
- (iii) Repair, replacement, installation of door and windows knobs, handles, safety locks, hinges, etc.
- (iv) Door Frame and Door Lock ;
- (v) Sealing Doors and Windows ;
- (vi) Fixing frames for doors, windows including plaster masonry work if any;
- (vii) Fixing and replacement of glass panes to windows of different sizes and different locations in the building ;and

(viii) Any other work not covered but related to carpentry.

5.2 The contractor will make necessary arrangements for the provision of all necessary materials for the purpose of carpentry/ aluminium works. The cost thereof will be initially borne by the contractor at the time of execution. However, the same (actual expenditure towards the purchase of material) will be reimbursed by the ICAC on submission of bills / cash memos / receipts .The rates of the material should be as prevailing market rates and acceptable to the ICAC.

5.3 The carpenter services should be available as and when required by ICAC.

6.0 Plumbing Services and Sanitary installation

6.1 Providing the services of skilled plumbers as and when required along with essential tools to attend repair and maintenance services as detailed hereunder:

- (i) Installation or repair of flush, shower, repair of leakages from pipelines both internal and external, surface drains, manhole cleaning, removal of blockage in the pipelines using pressure pump if necessary etc. ;
- (ii) Maintenance of Pipe Lines for water supply;
- (iii) Toilet leak repair;
- (iv) Wash basin/Sink leakage repair ;
- (v) Tap repair & replacement ;
- (vi) Soil, Waste and Rainwater drainage pipe lines ;
- (vii) Sewer pipe Fixtures ;
- (viii) Flush, shower repair of leakages from pipe.
- (ix) Surface and rooftop drains ;
- (x) Removal of blockage in the pipe line using pressure pump ;
- (xi) Testing of water quality ;
- (xii) Water tank repair
- (xiii) Other work not covered above but related to plumbing and sanitary installation.

6.2 The contractor will make necessary arrangements for the provision of all necessary materials for the purpose of Plumbing works and Sanitary installation .The cost thereof will be initially borne by the contractor at the time of execution. However, the same (actual expenditure towards the purchase of material) will be reimbursed by the ICAC on submission of bills / cash memos / receipts .The rates of the material should be as prevailing market rates and acceptable to the ICAC.

6.3 The plumbing services should be available as and when required by ICAC

7.0 Painting Services

7.1 Providing the services of skilled painter as and when required along with essential tools to attend painting works.

7.2 Paint should be environment friendly and lead free.

7.3 The contractor will make necessary arrangements for the provision of all necessary materials for the purpose of Painting works .The cost thereof will be initially borne by the contractor at the time of execution. However, the same (actual expenditure towards the purchase of material) will be reimbursed by the ICAC on submission of bills / cash memos / receipts .The rates of the material should be as prevailing market rates and acceptable to the ICAC.

7.4 The painting services should be available as and when required by ICAC.

8.0 The Bidder is required to fill the following and provide all relevant documents:

Sn	Description	Proposed by the Bidder
1	Name of Bidder / Company/ Firm	
2	Full Address of present registered office	
3	Contact details: <ul style="list-style-type: none">• Telephone Number• Fax Number• Email Address• Mobile phone	
4	Number of years you or your company has been involved in repair and maintenance services	
5	Number of employees	

6	Full name address of Directors	
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Schedule of Requirements and Compliance Sheet authorized by:

Name		Signature	
Position		Date	
Name of Company		Telephone/ Fax/E-mail	
Address		Company Seal	

**SECTION IV
FINANCIAL BID FORM**

Items Description	Monthly Labour Rate Inclusive of VAT (Rs)	Yearly Labour Rate Inclusive of VAT (Rs)
<p>To provide Office Repair & Maintenance Services that include but not limited to:</p> <p>1.General Maintenance Services</p> <p>2. Electrical Services;</p> <p>3. Carpentry / Aluminium Services</p> <p>4. Plumbing Services and Sanitary installation</p> <p>5. Painting Services</p>		
Total Price quoted in words	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Financial Bid Form authorised by:

Name		Signature	
Position		Date	
Name of Company		Telephone/ Fax/E-mail	
Address		Company Seal	

SECTION V
BID SUBMISSION FORM

Date:.....

Bidder's Reference No......

Procurement Reference No......

To: ***Independent Commission Against Corruption (ICAC)***

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.
- (b) We offer to execute the [name and identification number of contract] in accordance with the terms and conditions of the contract.
- (c) The total price (inclusive of VAT) of our Bid is
Rs.....monthly; and
Rsyearly.
- (d) We **confirm** that we are eligible to participate in this Bidding exercise and meet the **eligibility criteria specified in Section II: Instructions to Bidders**.
- (e) Our Bid shall be valid for a period of **ninety (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 understand that this Bid, together with the Letter of Acceptance, shall constitute a binding contract between us, until a Lease Agreement is prepared and executed.
- (g) We confirm that our prices quoted in the *Financial Bid Form* are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the Bid validity.
- (h) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the Bidding process and contract execution:
 - (i) We shall not, directly or through any person or firm, offer, promise or give to any of the ICAC's employees involved in the Bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the contract.
 - (ii) We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelisation in the Bidding process.

- (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such Bidders.

- (i) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions mentioned therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (j) If our Bid is accepted, we agree to sign within fourteen (14) days of receipt of letter of award, the Contract Agreement and return it to the ICAC, unless there is an administrative review request.
- (k) We agree to **provide Office Repair and Maintenance Services within**(kindly specify starting period) **as from the date of signature of Contract.**
- (l) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid you may receive; and

Name:.....

In capacity of:.....

Signed:

Duly Authorised to sign the Bid for and on behalf of:

Name of Directors/Shareholders of the Company:.....

.....

.....

.....

.....

Date:.....

BID SECURING DECLARATION

By subscribing to the undertakings of the Bid Submission Form:

I/We* accept that I/we* may be disqualified from Bidding for any contract with **Independent Commission Against Corruption (ICAC)** for the period of time that may be determined by the **Independent Commission Against Corruption (ICAC)**, if I am/we are* in breach of any obligation under the Bid conditions, because I/we*:

- (a) have modified or withdrawn my/our* Bid after the deadline for submission of Bids during the period of Bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the **Independent Commission Against Corruption (ICAC)** 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.

Name		Signature	
Position		Date	
Name of Company		Telephone/ Fax/E-mail	
Address		Company Seal	

SECTION VI

SPECIAL CONDITIONS OF CONTRACT

- 1.0 The contractor must always be available at request and in case of emergency complaints or as and when directed.
- 2.0 The contractor will have to attend all complaints immediately. Preferably, the complaints should be attended on the same day.
- 3.0 The price quoted by the contractor should remain valid for one year from the date of commencement of the contract.
- 4.0 Payment shall be made by the ICAC on a monthly basis in the following month subject to rendering satisfactory maintenance services during the month on production of invoice.
- 5.0 The service provider will be expected to adhere to the following:
 - (i) ICAC reserves the right to approve all Office Repair & Maintenance Services;
 - (ii) The successful contractor must ensure that all relevant documentation (Receipts and Invoices) are presented to ICAC in good condition and time without alteration to facilitate timely payment;
 - (iii) ICAC reserves the right to request the successful contractor and their staff to undergo a security and supplier vetting process;
 - (iv) ICAC will not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the contractor or injury of his/her employees while in the execution of their duties;
 - (v) The successful contractor must ensure that enough back-up repair and maintenance material is kept on site in case of sudden shortage thereof;
 - (vi) Office maintenance and inspections will be rendered weekly and actual repairs carried out when the need arises and at any other time requested by ICAC;
 - (vii) The contractor's staff must dress in a distinctive acceptable uniform and must not carry out repairs of the offices in the absence of the office attendant;
 - (viii) The contractor supervisor must do a monthly inspection on the quality and Standard of the maintenance services rendered and provide a monthly report to the ICAC;

- (ix) The contractor supervisor must report to the ICAC of any defects in and to area concerned e.g. broken mirrors, blocked toilets/urinals, broken windows etc, before any repairs take effect;
- (x) The successful contractor shall not be entitled to store or leave tools, equipment or items on the floors and offices.

6.0 The Contractor will attend to the day to day complaints of the ICAC.

7.0 Any other civil maintenance works not covered under this contract shall not be carried out without approval of the ICAC. The ICA reserves the right to carry out extra work through other companies, if considered necessary.

8.0 The period of contract shall be for an initial period of one year. The contract shall be renewed annually by ICAC upon satisfactory performance of the contract in the previous year.

9.0 ICAC reserves the right to terminate the contract without any notice if the services are found unsatisfactory for any breach of the above terms and conditions.

10.0 Damage to persons and property

10.1 The sole responsibility lies with the contractor of the persons employed by the contractor against all losses and claims in respect of :

- (a) Death of or injury to any person, or
- (b) Loss or damage to any property (other than the works).

Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims ,damages, costs, charges and expenses whatsoever in respect of thereof.

11.0 Accident or injury to workmen

11.1 The ICAC shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting for any act or default of the contractor.

SECTION VII

GENERAL CONDITIONS OF CONTRACT

1.0. General

1.1 The Contractor awarded shall be **to provide Office Repair and Maintenance Services** in accordance with the Scope of Services and to carry out his obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, the Contractor shall always act, in respect of any matter relating to this Contract, as faithful adviser to the ICAC, and shall at all times support and safeguard the ICAC's legitimate interests in any dealing with sub-Contractors or third parties.

2.0 Contract Agreement

2.1 Any resulting contract shall be placed by means of a Letter of Award and signature of a Contract Agreement

2.2 This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of award.

3.0 Duties of the Contractor

3.1 The Contractor shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the ICAC.

3.2 The Contractor shall:

- (a) regularly report to, and obtain direction and guidance from the ICAC on all matters arising from or relating to the present Contract; and
- (b) promptly comply with such instructions as may be issued from time to time by the ICAC in connection with the performance of the services.

3.3 The Contractor shall perform the services to the satisfaction of the ICAC in accordance with the Terms of Reference and at such intervals as the ICAC may require.

4.0 Terms of Payment

4.1 Payment will be made after satisfactorily completion of the work and after submission of an invoice and its certification by the ICAC.

4.2 The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contract.

5.0 Liability of the Contractor

5.1 The Contractor shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the contract are to be wholly or partially performed.

5.2 The Contractor shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the contract or performing his/her obligations under the present Contract.

6.0 Force Majeure

6.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.

6.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

6.3 For this purposes, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract

7.0 Notices

7.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party.

8.0 Integrity Clause

8.1 The Contractor shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

8.2 Transgression of the above is a serious offence and appropriate actions will be taken against such Contractors.

9.0 Confidentiality

- 9.1 The Contractor and the personnel shall not, either during the term or any time after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project.

10.0 Applicable Law

- 10.1 The Contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Mauritius.

11.0 Termination of Contract

11.1 Termination for Default

The ICAC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate the Contract in whole or in part:

- (i) if the Contractor fails to provide Office Repair & Maintenance Services, within the period specified in the Contract, or within any extension thereof granted by the ICAC;
- (ii) if the Contractor is in material breach of its obligations under the Contract; or is in breach of its obligations and fails to remedy such breach within one week days of written request from the ICAC.
- (iii) if the Contractor, in the judgement of the ICAC has engaged in any corrupt practice, fraudulent practice, collusive practice, coercive practice, and/or obstructive practice, in competing for or in executing the Contract.

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; and
- (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.

11.2 Notwithstanding the above, the ICAC may terminate the Contract for convenience after giving thirty (30) days' written notice.

11.3 Termination for Insolvency

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

11.4 Termination for Convenience

The ICAC, by notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the ICAC's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

12.0 Dispute Settlement

12.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the ICAC who shall transmit his decision in writing to other party.

12.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for arbitration under the applicable law.

13.0 Performance Security

- 13.1 The successful tender above Rs.200,000 must be subject to Performance Security.
- 13.2 The successful Bidder shall, within fifteen (15) days after the receipt of notification of award from the ICAC, deliver to the ICAC a performance security in the form of a bank guarantee representing **10%** of the final Contract price, valid until for a period of three months.
- 13.3 Failure of the successful Bidder to submit the abovementioned Performance Security shall constitute sufficient grounds for the annulment of the award.
- 13.4 In that event the ICAC may award the contract to the next lowest evaluated Bidders whose offer is substantially responsive and is determined by the ICAC to be qualified to perform the Contract satisfactorily.
- 13.5 The Performance Security may be forfeited at the discretion of the ICAC in case of work not carried out to the entire satisfaction of the ICAC.

14.0 Penalty Clause

- 14.1 In case of contractor's failure to comply with provisions of the agreement or rendering unsatisfactory services including abnormal delay in attending the complaints, the ICAC will be at liberty to get such work done from any other contractor at the risk and cost of the Contractor including imposition of suitable penalty and the cost thereof shall be recovered by the ICAC from their bills.

SECTION VIII
CURRENT STANDING FORM

To Provide Office Repair & Maintenance Services

I confirm that the company is eligible to participate in this Bidding exercise and meets the eligibility criteria and conflict of interests specified at paragraph 2.0 of Instructions to Bidder at Section II of this bidding document and that the company:

- (a) has the legal capacity to enter into a contract to provide Office Repair & Maintenance Services at ICAC;;
- (b) is not in receivership;
- (c) is not bankrupt;
- (d) is not in administration,
- (e) not subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (f) not has had our business activities suspended;
- (g) not has a conflict of interest in relation to this procurement requirement;
- (h) has a Business Registration Number; and
- (i) is not under a disqualification or debarment sanction.

Name:.....

Signature:.....

In capacity of: Director of the company

Date:.....

Seal of Company

SECTION IX
BID CHECK LIST

To Provide Office Repair & Maintenance Services

Description	Attached <i>(please tick if submitted and cross if not)</i>
Schedule of Requirements and Compliance Sheet, duly filled and completed (Section III)	
Financial Bid Form, duly filled and completed (Section IV)	
Bid Submission Form, duly filled and completed (Section V) with its Appendix	
Current Standing Form (Section VII)	
A Copy of Business Registration Number	

Disclaimer: *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the Bidder to justify its non-submission of major documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*