



Procurement Reference

No. 54 of 2021/2022

BIDDING DOCUMENTS

REQUEST FOR SEALED QUOTATION

INDEPENDENT COMMISSION

AGAINST CORRUPTION

P R O J E C T :

SUPPLY, FIXING AND COMMISSIONING OF ELECTRIC FENCE
AND INTRUSION DETECTION SYSTEM AT ICAC

CONTACT

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Moka

Site Visit:

Monday 02 May 2022 at 10.00 hours

Tender close:

Monday 09 May 2022 at 10.00 hours

22 April 2022

SECTION I
LETTER OF INVITATION

My Ref: ICAC/A/406/117

22 April 2022

Dear Sir/Madam,

Request for Sealed Quotation
Procurement Reference No. 54 of 2021/2022
Supply, Fixing and Commissioning of Electric Fence and Intrusion Detection System at ICAC

The ICAC requests sealed quotations from qualified suppliers for the Supply, Fixing and Commissioning of electric fence all along the perimeter wall and intrusion detection system to its existing fence.

2. Details on the project are provided in the Scope of Works, Specifications and Schedule of Requirements at Section III of the Bid document.

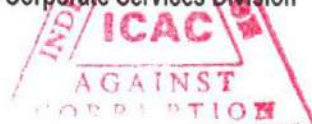
3. Participation in this procurement process shall be by submitting a Bid in accordance with the instructions, Scope of Works, Specifications and Schedule of Requirements and terms and conditions contained in the Bidding document.

4. Bids should be **deposited** in the Quotation Box located at Ground Floor, ICAC Headquarters, Réduit Triangle, Moka not later than **Monday 09 May 2022 at 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 thirty eight (38) 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 Interests**

- 2.1 Bidders' present status.

Bidders must:

- (a) have the legal capacity to enter into a contract for the **Supply, Fixing and Commissioning of Electric Fence and Intrusion Detection System.**
- (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.

- 2.2 Qualification:

- (a) Bidders must be qualified and have experience in supplying the goods items referred to in this bidding document.
- (b) Bidders shall provide a list of at least two projects for works of similar nature & complexity amounting each of at least Rs.500,000 undertaken as Contractor over the last five years, evidence of same shall be submitted along with their bids; and
- (b) Bidders must also provide after sale service where the items being procured so warrants.

3.0 **Works Completion Period**

- 3.1 The completion period for the Supply, Fixing and Commissioning of Electric Fence and Intrusion Detection System at ICAC should be **within (5) months** as from the date of acceptance of the contract.

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 the document listed below:

Section I	-	Letter of Invitation
Section II	-	Instructions to Bidders
Section III	-	Scope of Works, Specifications and Schedule of Requirements
Section IV	-	Compliance and Specifications (Technical Sheet)
Section V	-	Financial Bid Form
Section VI	-	Bid Submission Form with its Appendix
Section VII	-	General Conditions of Contract
Section VIII	-	Warranty
Section IX	-	Current Standing Form
Section X	-	Manufacturer's Authorisation
Section XI	-	Bid Check List
Appendix I & II	-	Drawings

5.2 Bidders are required 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 Document

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/Quotation 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 no later than seven (7) days 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.

C. Preparation of Bids

8.0 Documents comprising the bids

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

- (a) Compliance and Specifications (Technical Sheet)- (**Section IV**)
- (b) Financial Bid Form (**Section V**);
- (c) Bid Submission Form (**Section VI**) with its Appendix for Bid Securing Declaration;
- (d) Guaranty (**Section VIII**);
- (e) Current Standing Form (**Section IX**);
- (f) Manufacturer's Authorization Certificate (**Section IX**);
- (g) Proposed System – Section III, 3.3.8;
- (H) Standard – Compliance Certificate – Section III, 3.1.14;
- (I) Spare parts - Section III, 3.3.11;
- (J) Experience of work of similar nature – Section II, 2.2 (a) and
- (k) 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.

D. Submission of Bids

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 Contract as defined in the Invitation to bid; and
- (d) provide a warning not to open before the specified time and date for Bid Opening.

12.4 The bids should be deposited in the Quotation Box located, at Ground Floor, 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 **Monday 09 May 2022 not later than 11.00 hrs.**

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.

E. Bid Opening and Evaluation

15.0 Bid Opening

15.1 The ICAC shall open the bids at Ground Floor, ICAC Headquarters, Réduit Triangle, Moka on **Monday 09 May 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

171 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 Examination of Bids and Determination of Responsiveness

18.1 Prior to the detailed evaluation of bids, the ICAC will determine whether each bid:

- (a) has been properly signed;
- (b) is accompanied by the required documents; and
- (c) is substantially responsive to the requirements of the bidding documents.

18.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the **project** which limits in any substantial way, inconsistent with the bidding documents, the ICAC's rights or Bidder's obligations under the Contract; or
- (b) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

18.3 If a bid is not substantially responsive, it will be rejected by the ICAC and may not be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

19.0 Technical Conformity

19.1 Bidders must comply with the scope of work, requirements and specifications of the works as define at **Section III** under **Scope of Work, Specifications and Schedule of Requirements**.

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 Omission

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.

F. Award of Contract

24.0 Award of Contract

24.1 The ICAC will award the contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such Bidder has been determined to be eligible and qualified in accordance with the provisions in the bidding documents.

25.0 Rights of the ICAC

25.1 The ICAC reserves the right to:

- (a) accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award; and
- (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 Notification of Award and Signing of Agreement

26.1 Prior to the expiration of the period of bid validity, the ICAC shall, notify the selected Bidder of the proposed award, in writing, by a Letter of Award of contract. The Letter of Award shall specify the sum that the ICAC will pay the Bidder in consideration of the execution and completion of the Contract.

27.0 Liquidated Damages

27.1 If the Bidder fails to complete the project within the period specified in the Contract or letter of award, the ICAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the Contract price for each week's delay or part thereof of up to a maximum deduction of 10% of the final contract price. Once the maximum is reached the ICAC may consider termination of the contract.

28.0 Performance Security

28.1 The successful tender above Rs.200,000 must be subject to Performance Security.

28.2 The successful Bidder shall, within twenty one (21) days after the receipt of notification of award from the ICAC, deliver a performance security in the form of a bank guarantee representing **10%** of the final Contract price, valid until for a period of five (5) months to the ICAC.

28.3 Failure of the successful Bidder to submit the abovementioned Performance Security shall constitute sufficient grounds for the annulment of the award.

28.4 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.

28.5 The successful bidder shall ensure that the Performance Security is valid and enforceable until it has executed and completed the works and remedied any defects.

SECTION III

SCOPE OF WORKS, SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

1. INTRODUCTION

This project consists of installation a perimeter security system at the Independent Commission against Corruption (ICAC) Headquarters, Réduit Triangle, Moka consisting of an electric fence all along the perimeter wall and intrusion detection system to its existing fence.

2. SCOPE OF WORKS

The scope of works shall consist of the design & built, supply, installation, testing and commissioning of:

- A perimeter wall fixed electrified security fence system over the security perimeter wall
- An intelligent intrusion detection system in the perimeter fencing / wall
- Associated electrical works, civil works and other appurtenant works at ICAC. The entire work shall meet all the relevant national and international standards.

3. GENERAL REQUIREMENTS OF THE SYSTEMS

3.1. Electrified Security Fence System

The Electric fence shall act as a barrier, which includes one or more electric conductors, insulated from the earth, to which electric pulses are applied by an energizer. Electric fences shall be installed and operated so that they cause no electrical hazard to persons / animals / their surroundings. It shall meet the standard specified in this document.

When an intruder comes in contact with fence wires, the intruder experiences an intensely painful electric shock, which is safe from electrocution. The design of the system should be so rugged that it will be very difficult to pass through. Any attempt to tamper the system would trigger an audio / visual alarm as described. The entire system also acts like a physical and psychological barrier.

The system shall consist of horizontal wires spaced at least 100 mm center-to-center. The grid should consist of conductive wires, configured as alternatively high voltage and earth wires, each connected in a monitored loop. The grid of wires should be supported by a specially made carrier fence, comprising insulated components and support posts which should be mounted along the compound wall.

The wires should be stretched between end strain posts and supported between the end strain posts by intermediate posts. The fence posts may either be grouted or anchor fastened to the inner side of the wall. The end posts / corner posts / pull through posts should be supported by necessary support posts. The wires should be attached to the end strain and intermediate posts using insulator assemblies, which should break away if attempts are made to use them as a climbing aid.

The system shall detect the following types of attack.

- i) Climbing on the wires or insulators.
- ii) Spreading the wires apart before climbing through them.
- iii) Cutting the wires.
- iv) Shorting the wires to each other or ground.
- v) Shunting the wires with an electrically conductive material to reduce the pulse voltage

The electric fence height shall be around 500 mm above the height point of the wall. There should not be gap of more than 100mm between the electric fence and the existing fence/wall/metallic barrier. Refer to the attached drawing for additional details.

3.1.1. Perimeter Wall

The perimeter wall shall be the complete boundary wall of ICAC inclusive of the main gate. Exact dimension and all other details shall be assessed on site.

3.1.2. Main Gate

The Main gate shall form part of the security system. This system shall allow the normal operation of this gate after its implementation and arming.

3.1.3. Zoning

For the convenience of protection, the entire perimeter of ICAC Wall is to be divided into various zones. The very purpose of zoning a fence is to pinpoint accurately the focus of trigger point on the fence system. The system shall be able to arm all zones or part of the zones. There should be at least 8 different zones that would be determined during implementation.

Each extreme of the zone shall be clearly marked and labelled.

3.1.4. Power Fence, Zone controller and Main control system

The system shall have different energisers/zone controllers for the electric fence and shall control the different zones. There shall be a master control which connect all of them.

3.1.5. Characteristic of electric pulse

The equipment shall generate high voltage pulses for each zone with a controlled energizer of less than 5J. It shall comply to the standard of the electric fence. The bidder shall clearly indicate the technical; proposal related to this item.

3.1.6. Posts

The wires shall be stretched between end strain posts attached to the wall and supported between the end strain posts by intermediate posts also attached to the wall.

The end strain posts shall be fabricated from 3mm steel formed into a "T" section with the double thickness of metal down the Centre.

The intermediate posts shall be fabricated from at least 5mm thick steel formed into a "T" section with the double thickness of metal down the centre for use as a fixing channel.

The end strain and intermediate posts shall have 8mm diameter holes provided every 50mm in the double thickness sections for use as insulator and fixing holes and be galvanized to BS729 and BS EN ISO 1461.

The end strain and intermediate posts shall be attached to the wall using a combination of standard brackets, straps, clamps, bolts and security screws. The brackets, straps and clamps shall be zinc and cadmium plated to BS1706 FEZN 8C2C + Sealant.

3.1.7 Insulators

The wires shall be attached to the end strain and intermediate posts using purpose designed frangible insulator assemblies which will break away if attempts are made to use them as a climbing aid.

The insulators shall be manufactured from UV stabilized grey polypropylene and have an operating temperature range of -30°C to +60°C. All insulators and end strain insulators shall have at least 2 isolation barrier discs of 30mm diameter and 10mm between to prevent high voltage leakage to ground, due to the build-up of contamination or salts.

The in-line insulators shall be secured to the intermediate posts using a locking pin through the hole in the fixing channel.

At zone ends the wires shall be connected to end strain insulators with integral wire hooks designed to release under excessive pressure which attach to the fixing holes in the end strain applications.

3.1.8 Wire

The wire shall be zinc and aluminium coated 2.5mm diameter high tensile steel wire with a minimum tensile strength of 1,340N/mm².

Each wire shall be tensioned by hand during installation to a nominal 8 Kg using a compression spring. The use of ratchet tensioners shall not be permitted.

3.1.9 Control unit, monitoring and alarm system

The system shall have a master control unit located in the Gate Post. This unit shall be able to connect to any sub control system so that all operation and monitoring could be done at this control unit.

This monitoring system shall provide all the information regarding the status of the system.

There should be an alarm system to indicate an intrusion alarm. Any fault in the system shall also be indicated in the alarm system.

A remote alarm system shall also be provided. The required module shall be installed to send an alarm SMS message (intrusion or fault) to at least 3 different mobile phone numbers.

A visual warning device that indicates in a flash the condition of the fence alarm shall be installed in each zone area.

The full or partial arming and disarming shall be done via this master control system

All event shall be logged in the system and easily be viewed. The log shall generally contain fault, alarm, arming / disarming. The access to the system shall be done via **access code** from at least 5 nos users.

A desktop PC with screen of HD resolution of size at least 32" c/w all hardwares and software shall be provided in the Gate Post to allow the operations as mentioned above and to view, monitor the different the status of the system. This PC shall thus be an integral part of the system.

3.1.10 Nuisance Alarms

The system shall not generate any false alarm from the momentary contact of animals, birds, vegetation, debris with the wires or any other non-human intrusion.

3.1.11 Each zone shall be provided with lightning arrestors with a safe separate earthing system to achieve a value of less than 10 Ohms with necessary connection leads. The details should be furnished. The work shall include all civil works pertaining to the earthing.

3.1.12 The electrified security fence system shall be connected to independent earth electrodes comprising of a minimum of 3 earth rods to be bonded to the main earth bar in the generator room by a dedicated earthing cable of suitable dimension complete with necessary connecting leads. The work shall include all civil works pertaining to the earthing.

3.1.13 The whole system shall be able to withstand extreme weather condition and shall resist cyclonic wind up to 280Km/hr

3.1.14 Standard

The Electric fences shall be installed and operated so that they cause no electrical hazard to persons / animals / their surroundings.

The system shall comply to IEC60335-2-76 Safety of Electric fence energizers.

The bidder shall submit the compliance certificate of the make and model/s being proposed from an accredited laboratory which also is recognised by the European Union / Standard accreditation system.

This certificate shall also be verified through the website of the accredited laboratory. The website/s should also be provided.

The Electric Fence shall also comply with IEC for Electromagnetic compatibility. Detail of the compliance shall be submitted.

The system shall also comply with the local law and safety regulations.

3.1.15 Warning reflective signboards shall be prominently displayed on all electrified security fences at every 5 meters complying with code of practice and standards requirements. It should be located both in the internal and external electric fence. The warning sign board shall generally consist of the following 'WARNING ELECTRIC FENCE' and also in creole language wording. The lettering shall not be less than 8mm height.

3.2 Intelligent intrusion detection system in the perimeter fencing / wall

It is required to install an intelligent intrusion detection system for the existing metallic fence and metal barrier fixed on the perimeter wall.

3.2.1 Zoning

For the convenience of protection, the sensors shall be grouped in zones similar to the electric fence system. The very purpose of zoning a fence is to pinpoint accurately the focus of trigger point on the fence system. The system shall be able to arm all zones or part of the zones. The different zones shall be similar to the electric fence zoning system.

3.2.2 The system shall be able to eliminate false alarm such as the effect of wind.

3.2.3 Sensors

The sensors shall be fixed in the inner side of the fencing/wall.

The sensors shall be for outdoor use of protection index of at least IP55.

It is required to ensure that the fixation on the metal structure of the wall is done in such a way that intrusion can be detected. Any other component/system required for the system to work shall be installed.

The minimum quantity required is shown in the attach drawings at **Appendices I & II**.

3.2.4 Sensor details

Purpose of the module: The electronic sensor shall be a self-contained sensor with integral microprocessor. The sensor is able to detect extremely small changes in wire tension but is managed by the microprocessor to provide output information according to defined control algorithms. The sensors are rugged in construction and sealed from environmental influences. Sensors may be individually programmed for local conditions and all programming is performed at the master controller

The sensor shall be, hermetically sealed, weatherproof to at IP65, UV Resistant, electrically insulated, Operate in exposed local environmental conditions.

3.2.5 Control, Monitoring and alarm

The whole system shall have a master control and monitoring system in the Gate Post. This monitoring system shall provide all the information regarding the status of the system. There should be an alarm system to indicate an intrusion alarm. Any fault in the system shall also be indicated in the alarm system.

A visual warning device that indicates in a flash the condition of the intrusion detection system shall be installed in each zone

A desktop PC with screen of HD resolution of size at least 32" c/w all hardware and software shall be provided in the Gate Post to allow the operations as mention above and to view, monitor the different the status of the system. This PC shall thus be an integral part of the system. A remote alarm system shall

also be provided. The required module shall be installed to send an alarm SMS message (intrusion or fault) to at least 3 different mobile phone numbers.

3.2.6 Nuisance Alarms

The system shall not generate any false alarm from the momentary contact of animals, birds, vegetation, debris with the wires or any other non-human intrusion.

3.2.7 Control Cables

The control cables for each sensor shall run from each sensor to the control unit of the system. These cables shall be properly fixed and run in electrical conduit. The cables shall be resistant to rain and sun, they shall thus have the required IP index and UV protected.

Tempering of these cables or any damage to these cables or any malfunction shall notify the control system and an alarm shall be produced.

3.3 Other requirements to both systems

3.3.1 Electrical Installation and wire ways

All equipment shall be powered from the Distribution Board located in the Gate post. The Distribution Board located in the Canteen block could also be used. Additional switchgears required shall be installed, all outgoing circuits shall be protected by 2poles MCB & RCD 30mA of appropriate rating. Additional electrical panel required shall be installed.

Existing underground trench PVC pipes between the Gatepost and the Cafeteria could be used.

Power Cables shall be 3-core type of appropriate size. Underground cable/s shall be armoured type.

All cables shall be routed in PVC pipe for electrical works. The cableways shall neatly be done all along the internal wall below the fencing. The wireways and their fixing accessories shall be UV resistance Electrical cables and control shall be routed in separate wireways.

All switchgears and cable shall be labelled and schematic layout shall be submitted and also fixed in the DBs.

3.3.2 UPS

The electrical system for the whole system shall be backed by true online UPS/s of appropriate capacity. All associated electrical works shall be done.

3.3.3 Tools and Equipment

The bidder shall supply testing equipment/s required for maintenance, verification and testing of the system as recommended by the manufacturer including a "fence impulse analyser". All testing equipment should have their calibration and compliance certificate, which should be produced to ICAC prior to testing.

3.3.4 All outdoor equipment shall be housed in an IP66 keyed boxing/cubicle

3.3.5 Software licence and access password

Any software used shall have an unlimited licence for the client. All access password shall be provided.

3.3.6 Manufacturer's Authorization

The bidder shall produce a Manufacturer's Authorization from manufacturer of the product/s being proposed as per the form "Manufacturer's Authorization" included in this document, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply and install these Goods in Mauritius;

3.3.7 Integration of both system

It is also acceptable to have a common unit for both of the system i.e. the electric fence and the intelligent intrusion system. A single control unit /system could thus be proposed.

3.3.8 Proposed system

The bidder shall give a detail of the system/s proposed. This proposal shall consist of the make/s & model/s proposed, a brief description of the system, a general block diagram/layout of the system and the catalogues/technical datasheet of these models highlighting the different component being proposed & the compliance to the basic requirements.

3.3.9 Connection to Security Agent

The successful bidder shall assist the security agent in connection the alarm system to his remote monitoring system and provide all accessories required for remote monitoring.

3.3.10 Training

Training shall be provided on the operation, basic troubleshooting and basic verification of the systems.

3.3.11 Spare parts

The bidder shall also submit a list of recommended spare part including their rate for supply of same. These rates shall be valid for the validity period of the bid offer. They could be procured separately.

4. GENERAL NOTES

1. The installation shall be carried out to the best standards of workmanship, to provide the electrical installation as described in the documents and drawings. The works shall be executed in the manner set out in the specifications. Where not set out, works shall be carried out to the satisfaction of the Project Manager. All reasonable variations on site shall be carried out in accordance with such directives as the Project Manager may give.

2. Civil works

The Contractor shall include in their quotations for all civil works related to the installation mention in this document.

3. Site Exigencies

The Contractor shall carry out works outside normal office hours where deemed necessary without any increase in contract cost. Claims for overtime works shall not be entertained. As such the contractor shall include in the Financial Bid Form all additional cost that would involve work after normal working hours especially where power cut shall be done.

The site shall be kept tidy and no materials/refuse shall be kept which may cause obstructions.

4. Site Visit

The Bidder shall visit the site to be fully acquainted with the nature of the site and extent of work involved as well as any additional information that may be necessary for the preparing the bid before submission of same.

The site visit is scheduled on **Monday 02 May 2022 at 10.00 hours**.

Bidders are requested to bring along the letter inviting them to participate in the Tender exercise.

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

5. Makes

All materials and equipment shall be new and of best quality. Bidders shall specify clearly the makes of various equipment/materials they propose to use. No materials/equipment shall be supplied/installed in the project without the approval of the Project Manager. On no account shall electrical/electronic items/fittings/accessories which have not been approved be used to complete the project. The decision of the Project Manager shall always be final.

6. Financial Bid Form

The Bidders shall fill in the Financial Bid Form and submit same together with the bid documents. All the drawings, specifications are complementary and should be read accordingly. The bidders are advised to carry out measurement and check the quantities of materials.

7. Guarantee Period

The Contractor shall guarantee all work for a period of **two years** as from the date of successful commissioning, in presence of Project Manager.

During the maintenance period, the Contractor shall at his own expenses:

- a. Make good of all defects that arise, replace any parts that fail and show signs of weakness or undue wear in consequence of faulty design, workmanship or materials and other defects not related to normal wear;
- b. Attend with diligence to any such defects that arise to the satisfaction of the Project Manager and client.

8. Provisional Sum/Contingencies

Provisional sum/contingencies included in the contract price shall be expended or used as the Project Manager may direct in writing and not otherwise.

In so far as the provisional sum/contingencies included in the contract price is not expended or used, it shall be deducted from the contract price.

9. Programme of Work

The bidder shall clearly indicate in his offer the time period for the execution and completion of the installations for the whole project. The Bidder shall provide a programme of work for the timely execution of the contract. This Programme of Work shall be adhered to during the execution of the contract.

10. WORKING DRAWINGS (SHOP DRAWINGS)

The Contractor shall be responsible for the production of fully detailed and dimensioned working drawings of each service to be installed, including all purposed made plant and equipment. The location of all plant, equipment and services shall be fully dimensioned from each other, from other work and from the building structure.

All services shall be fully co-ordinated with each other and with the building structure and finishes, including obtaining the necessary information from others and for the indication of the service routes for all trades on composite drawings.

Working drawings shall include fully dimensioned details and positions of all supports and fixings. They shall clearly define the detail and arrangement of all installed equipment and systems including access allowances for service and maintenance. Where plant is to be supported on steelwork, the Contractor shall provide setting out dimensions for the steelwork and fixing details of the particular plant to be supported. Weights of plant items with point loads shall be provided.

Working drawings shall be produced in accordance with a programme which is to be agreed with the Contractor to suit the overall programme for the Works.

11. DRAWINGS

The Contractor shall also produce drawings indicating builders work requirements in connection with the services. The drawings shall include details of penetrations through the structure, builders work supports and bases.

Full details of access requirements for commissioning, servicing and maintenance through the wall, fence, underground and the like shall be provided.

The drawings shall only be prepared after the working drawings have been finally agreed with the Engineer and shall be based on the detail of the working drawings. The drawing production programme shall take this fully into account.

12. As made Drawings & Technical Documents

Upon completion of the works the Bidder shall submit to the Technical representative of ICAC three (3) copies each of "As-made drawings", catalogues and other relevant documents in an spiral binding document and in softcopy in a pen drive of the following for the new installation:

Softcopy of drawings shall be both in CAD format and PDF format. All other documents shall be in PDF format

13. Site Staff & Key Personnel

The successful contractor should have the following qualified staff:

- (a) One experienced Electrical Engineer registered with the Council of Registered Engineers of Mauritius to attend all site meetings, to supervise all works, to submit all shop drawings and technical datasheet, to reply to queries on technical issues and to act as the representative of the Contractor for Electrical Works.
- (b) One experienced Electrical Technician holding the Part II Electrical Engineering Technician's Certificate of the City and Guilds of London or equivalent.

14. Safety and Health

The successful bidder shall comply with Safety & Health at work as per Act OSHA 2005.

15. Tool & Equipment

The contractor shall have his properly calibrated tools, approved instrument complying with IEC Standards to be used for any inspection, intervention and maintenance.

The contractor shall also have his appropriate equipment to execute the work.

16. Electrical works

The electrical installations shall conform in all respects to the Institution of Electrical Engineers (IEE-U.K.), 17th Edition Wiring Regulations (BS 7671-2008) with subsequent amendments.

The electric fence system shall comply to IEC60335-2-76 Safety of Electric fence energizers and IEC Electromagnetic compatibility

17. Tests on Completion

On completion of the installations, the Electrical Contractor shall carry out tests in the presence of Project Manager or his representatives. The Contractor shall submit three (3) duly signed copies of the Tests Certificates to the Project Manager.

The tests shall be performed and shall be as per requirement of the manufacturer and as required by the regulations.

Electrical Installation test shall consist of

- a. Earth impedance test
- b. Insulation resistance of all cables.
- c. Polarity test.
- d. Continuity tests
- e. Operation of protective devices
- f. RCD tripping time
- g. Load test

Arrangements for testing including supply of test equipment shall be the responsibility of the Contractor. Test and measuring equipment used shall be of good quality.

18. Retention money

A fraction of the contract value as specified in this document shall be retained after successful commissioning and shall be released at the end of the two -years guarantee period, subject to maintenance being carried out satisfactorily during that period.

19. List of drawings

ELECTRICAL LAYOUTS

SN	ELECTRICAL LAYOUT (attach to bid this document/s)
1	Boundary wall I system Layout: ESD/EF/EL01
2	Boundary wall II system layout: ESD/EF/EL02

Note: The above drawings are not to scale. All measurements shall be done on site.

5. MAINTENANCE CONTRACT

5.1 Introduction

The successful bidder shall be responsible for the maintenance and servicing of the electrified security fence system complete with the electrical system and all accessories at ICAC for a contractual period of 5 years including the 2 years warranty period. The contract shall include **labour and minor spare parts**. The contractor shall also attend to faults during the contract period.

5.1.1 SCOPE OF WORKS

5.1.1.1 Maintenance Contract/Serviceing

The scope of works shall include servicing, verification, repairs and maintenance of the electrified security fence system and intrusion detection system complete with the electrical system and all accessories (UPS, electrical panels & switchgears, wiring & wireways). The frequency of the servicing of these Systems shall be done twice yearly. The successful bidder/contractor shall adhere to the Manufacturers' recommendations/instructions for all works to be carried out on the system. Inspection of defects, reporting, and all repair works shall be carried out by the prospective contractors.

5.1.1.2 Attending to faults

Any faults that may develop during the operation of the systems, shall be attended **within 3 hours** upon notification by the Client. Corrective and preventive actions shall be taken for any defects noted during servicing, verification and maintenance of the system.

5.1.1.3 Monthly Inspection

The system shall be visually inspected monthly to check the working of the system and working of the alarm system by simulating intrusion. Corrective measures shall be taken if required.

5.1.1.4 Assistance to ICAC

Technical assistance shall be given to the user in case intrusion is detected.

5.2 GENERAL NOTES

1. Successful bidder shall be required to submit a checklist for all the works performed during the yearly visits. Checklist / maintenance/servicing reports shall be as per the sheet (Checklist) given at the end of this document with all remarks and any defects clearly mentioned and additionally the checklist (if any) as recommended by the manufacturer.
2. The price quoted shall be inclusive of the following:
 - (i) General servicing as per schedule and maintenance/repair works as and when required during the maintenance contract period.
 - (ii) All materials to be required for servicing and maintenance.
 - (iii) Transport and labour charges for all servicing, maintenance and repair works including interventions carried out outside normal working hours/weekend/public holidays.
 - (iv) All replacement parts and consumables required in minor repair works.
 - (v) Provision of all testing equipment, and any other tools/equipment required for servicing, maintenance and repair works.
 - (vi) Provision for scaffolding.
 - (vii) Civil works which may arise including painting works, making good of any damage caused to existing premises.
 - (viii) All related cost for work performed after office hours and during weekend/public holidays.
 - (ix) Contractor shall inform ICAC one week in advance prior to servicing or any maintenance/repair works.
 - (x) Where a work is specified or implied in this document and not itemized or priced in the Financial Bid Form, any such work shall be deemed to have been included elsewhere in the Financial Bid Form.
3. All claims shall be vetted by ICAC.
4. Maintenance works shall be done during or after office hours & weekend.
5. The successful bidder would be required to attend to fault Breakdowns/faults **within 3 hours** from notification at odd hours, during weekends and/or public holidays with no additional cost

The Contractor shall make arrangements to attend to breakdowns after notification (by telephone call, fax or otherwise) by Client. The details and contact number (Office/Mobile Number.) of the person for any works and emergency (after normal office hours/Weekends/Public Holidays) shall be given on award of the contract.

6. The successful bidder shall submit a yearly program of works for the maintenance and servicing/verifications.
7. Price shall be quoted in the attached Financial Bid Form.
8. Upon award of contract, the successful bidder shall carry out the servicing and repair works.
9. The successful bidder shall provide a log book for the System for the verification and repair during the maintenance period and shall be kept at the ICAC.
10. The successful bidder shall comply with **Safety & Health at work as per regulations OSHA 2005**.
11. The contractor shall have or employ or take the service of an Electrical Engineer registered with the CRPE to supervise this maintenance contract and the latter supervise all maintenance works & sign these test certificates.

5.3 Conditions of Maintenance Contract

1. The contract shall include labour and transport charges for the maintenance, servicing, and attending any breakdowns/faults. For any faulty defective parts found during the contract period, a separate quotation shall be sent to the client for approval prior for repair works to be effected. A full report of any fault found should be given together with all details of required spare parts for the repairs, if any.
2. Bidders are required to give full details of the type of servicing that shall be done.
3. All preventive maintenance/servicing works shall be carried out during or after office hours/weekend under the presence of a representative of the ICAC. Appointment should be taken 24 hours in advance to ensure availability of the buildings for maintenance/servicing.
4. Breakdowns/faults shall be attended **within 3 hours** from notification at odd hours, during weekends and/or public holidays with no additional cost.
5. Faults of nature that represent safety risk (e.g critical apparatus in use connected to them etc.) shall be attended immediately upon notification.
6. Payment:
The yearly maintenance contract shall be paid on equal twice yearly basis with no down payment whatsoever as per Financial Bid Form

7. ICAC reserves the rights to terminate the maintenance contract at any moment should the services deemed to be unsatisfactory. In case such a situation arises no further claim for payment shall be allowed by the contractor.

8. The Client reserve the right:
 - (a) To procure and supply any parts to the contractor for replacement of any faulty part
 - (b) To carry out any repair work in-house or by another contractor.
 - (c) not to renew the maintenance contract

9. All correspondences, claims and quotations shall be addressed to the Supervising Officer, Corporate Services Division of ICAC.

5.4 Maintenance Contract Period

The bidder shall quote for **five years** maintenance contract as per Financial Bid Form. Award would be given for a period of **two years** and renewable on a yearly basis upon satisfactory performance of the works for the following years as per quoted price and conditions of the contract.

SECTION IV

Compliance and Specifications (Technical sheet to be filled by Bidder)

Procurement Reference Number: _____

[Bidders should complete columns C and D with the specifications and performance of the works 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 specifications offered in the signature block below]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	Electrified Security Fence system general requirements		
2	Intrusion Detection system general requirements		

Item 1
Proposed Make:..... & Model:..... Country of Origin:.....

Item2
Proposed Make:..... & Model:..... Country of Origin:.....

Bidder shall submit the catalogues and Technical data together with the detail of the proposed system.
Bidder shall also submit compliance certificate/s to IEC 60335-2-76 certified by a recognised Laboratory. The laboratory shall be accredited by the European Union.
The manufacturer's website of the proposed make/s shall be provided for verification.

Bidder shall submit any other catalogues, technical datasheets/ detail of the above items being proposed upon request

Specification and Compliance Sheets Authorised By:

Bidder's Signature: _____

Name: _____

Position: _____

Date: _____

Authorised for and on behalf of:

(DD/MM/YY)

Company :

SECTION V

FINANCIAL BID FORM

Item No.	Description	Quantity	Rate	Amount
1	Supply, installation, test and commission of an Electrified Security Fence system and an intrusion detection system according to specifications, descriptions and drawings including electrical works, civil work and other associated works at ICAC.	Sum		
2	Maintenance contract			
i	Year 1 (defect liability period)	Sum		
ii	Year 2 (defect liability period)	Sum		
iii	Year 3	Sum		
iv	Year 4	Sum		
v	Year 5	Sum		
3	Contingencies	Sum		100,000
4	Total amount quoted in figures (excl. VAT) RS			
5	15% VAT			
6	Total amount quoted in figures (incl. VAT) RS			
7	Total amount quoted in words			

Financial Bid Form authorised by:

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

**SECTION VI
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, the scope of works, specifications requirements and Financial Bid Form accompanying this Bid.
- (c) The total price (inclusive of VAT) of our Bid is
.....
- (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 formal contract 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 will provide the specified performance security and Guarantee period.
- (k) We agree to complete the Supply, Fixing and Commissioning of Electric Fence within (Kindly specify delivery period) **as from the date of acceptance of the contract.**
- (l) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid you may receive; and
- (m) If awarded the contract, the person named below shall act a Contract Representative.....

.....

Name:.....

In capacity of:.....

Signed:

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

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

.....

.....

.....

.....

Date:.....

Seal of Company:

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 **ICAC** for the period of time that may be determined by the **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 **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 VII
GENERAL CONDITIONS OF CONTRACT

1.0. General

1.1 The Contractor shall **Supply, Fix and Commission Electric Fence and intrusion Detection System at ICAC** in accordance with the Scope of Works, Specifications and Schedule of Requirements and Technical Compliance and Specifications Sheet, the Financial Bid Form and 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 Purchase Order or Letter of Award.

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 The structure of payments will be as follows:

- (i) **20%** advance payment upon acceptance of the Contract;
- (ii) **75 %** on completion and successful commissioning of works; and
- (iii) **5%** as **Retention money**.

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

5.0 Retention money

- 5.1 The ICAC shall withhold 5% of the contract amount as retention money which shall be released after two (2) years as from the date of completion of the works subject to rectification of any defect(s) to the satisfaction of the ICAC.
- 5.2 In case the Contractor fails to correct any further defect(s) appearing up to the end of the Defect Liability period of two (2) years, the ICAC shall assess the cost of having such defect(s) corrected and recover the money from the Contractor.

6.0 Insurance

- 6.1 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: *(for the full amount of the works including removal of debris, professional fee etc...)*

(b) for loss or damage to Equipment: *(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.*

(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: **Rs 10 Million**

(d) for personal injury or death:

(i) of the Contractor's employees: *[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works and shall indemnify the Employer against any claims or proceedings which may be made on the said Employer. **Evidences to be produced by Contractor**].*

(ii) of other people: *[This cover shall be for an amount of **MUR 10 Million (Rupees Ten Million)**, for any one occurrence or a series of occurrences arising out of any one event, covering any Third Party and extended to the Employer and its representatives per occurrence with the number of occurrences unlimited].*

(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.

- 6.2 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.

The insurance policies shall be extended to cover for any extension of the intended completion date or due to delay by the contractor up to the end of the defects liability period of the works.

7.0 Liability of the Contractor

- 7.1 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.
- 7.2 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.

8.0 Force Majeure

- 8.1 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.
- 8.2 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.
- 8.3 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

9.0 Notices

- 9.1 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.

10.0 Integrity Clause

- 10.1 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.
- 10.2 Transgression of the above is a serious offence and appropriate actions will be taken against such Contractors.

11.0 Applicable Law

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

12.0 Termination of Contract

- 12.1 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 complete the Supply , Fixing and Commissioning of Electric Fence and Intrusion Detection System within the period specified in the Contract, or within any extension thereof granted by the ICAC;
- (ii) if the Contractor fails to perform any other obligation under the Contract; or
- (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.

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

12.3 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.

12.4 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.

13.0 **Dispute Settlement**

13.1 Any dispute arising out of or in connection with the present Contract shall be amicably settled between the parties.

13.2 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.

14.0 Modification or Amendment

14.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

14.2 Notwithstanding the preceding paragraph, the ICAC may at any time order or require changes in the **Scope of Works, Specifications and schedule of Requirements**. If such changes add to or reduce the **cost of the Works**, the Contract Amount shall be adjusted accordingly.

SECTION VIII

GUARANTEE

We guaranty that the **Electric Fence and Intrusion detection system** to be supplied, installed and commissioned by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, and shall operate properly.

This guaranty shall expire **two years (2)** after the successful **delivery, fixing and commissioning of the electric fence.**

Date

Signature of the Bidder

SECTION IX

CURRENT STANDING FORM

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 Bidders at **Section II** of this bidding document and that the company:

- (a) has the legal capacity to enter into a contract for the Supply, Fixing and Commissioning of Electric Fence and Intrusion Detection System;
- (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 X

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Ref. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Section VIII of this bidding document, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

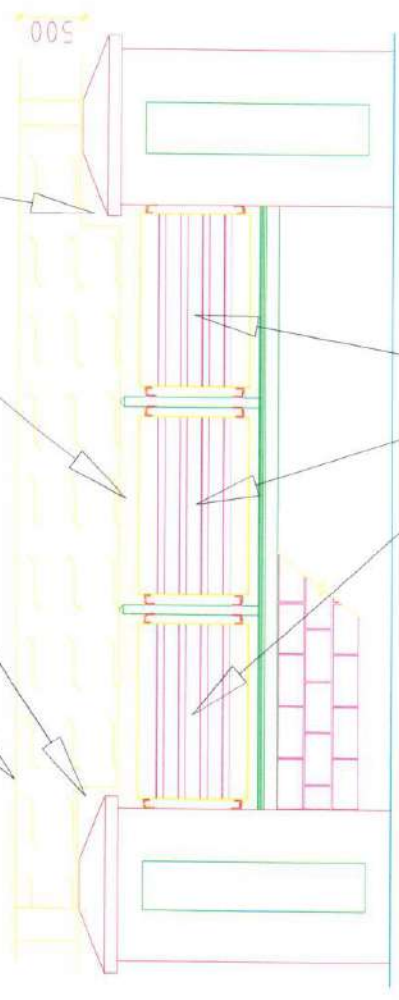
**SECTION XI
BID CHECK LIST**

Description	Attached (please tick if submitted and cross if not)
Specifications and Compliance (Technical Sheet) – Section IV	
Proposed System- Section III, 3.3.8 -	
Financial Bid Form , duly filled and completed- Section V	
Bid Submission Form, duly filled and completed with its Appendix – Section VI	
Guarantee – Section VIII	
Current Standing Form – Section IX	
A Copy of Business Registration Number	
Experience of work of similar nature – Section II, 2.2 (a)	
Standard – Compliance Certificates – Section III, 3.1.14	
Spare parts –Section III, 3.3.11	
Manufacturer's Authorization - Section X	

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.

There should not be gap of more than 100mm between the lower electric fence and the existing fence both horizontally and vertically

The Electric fence shall be 500mm above the highest point of the wall, shall be above the wall or the interior wall and shall be gap of at most 100mm between parallel fence running along the wall



Note:
 1. All measurements shall be done on site.
 2. The above shall repeat to other parts of the wall.

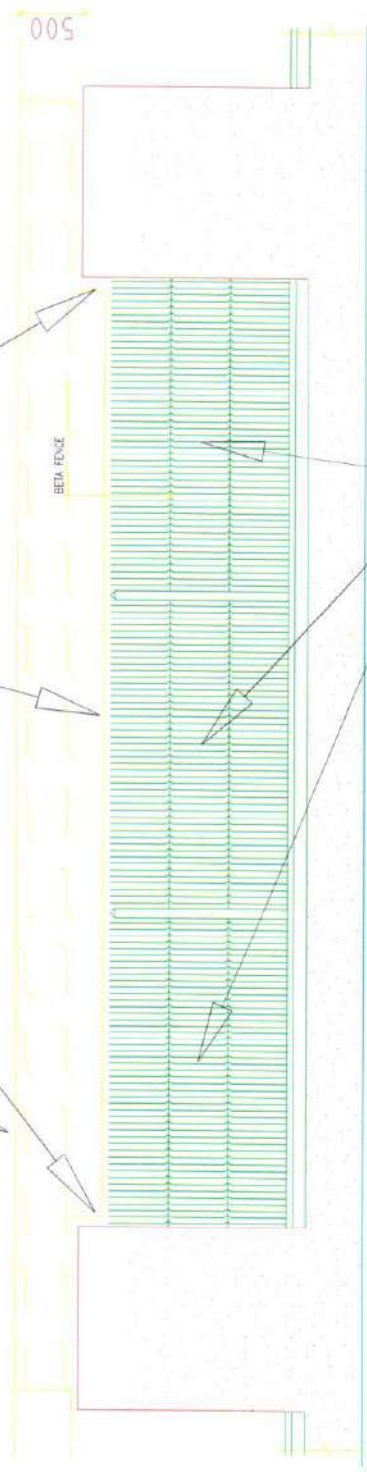
Sensors for Intrusion Detection System shall be installed here. The system shall ensure that any unauthorised tampering of the metal structure is detected, any other equipment/installation required to achieve it shall be installed.

PART WALL ELEVATION OF BOUNDARY TYPE I WITH ELECTRIC FENCE AND INTELLIGENT INTRUSION DETECTION SYSTEM

Perimeter Security System at ICAC	Title: Boundary wall1 system layout	Dwg num: ESD/SF/EL1 Date: Aug 2021
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There should not be gap of more than 100mm between the lower electric fence and the metal barrier both horizontally and vertically

The Electric fence shall be 500mm above the highest point of the wall, shall be above the wall or the interior wall and shall be gap of at most 100mm between parallel fence running along the wall



Sensors for Intrusion Detection System shall be installed here.
The system shall ensure that any unauthorised tampering of the metal structure is detected, any other equipment/installation required to achieve it shall be installed.

- Note:**
1. All measurements shall be done on site.
 2. The above shall repeat to other parts of the wall.

PART WALL ELEVATION OF BOUNDARY TYPE II WITH ELECTRIC FENCE AND INTELLIGENT INTRUSION DETECTION SYSTEM

Perimeter Security System at ICAC	Title: Boundary wall2 layout	Dwg num: ESD/SF/EL2 Date: Aug 2021	Drawn by: ESD - MNI & CD
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