



**OPEN ADVERTISED BIDDING:  
CONSULTANCY SERVICES-  
MECHANICAL & ELECTRICAL ENGINEER  
6 October 2021**



## **Contents**

A.	General Instruction to Bidders.....	3
1.	Bidder shall not have Conflict of Interest .....	3
2.	Fraud and Corruption.....	3
3.	Eligible Bidders.....	3
4.	Sections of Bidding Documents .....	3
5.	Amendment of Bidding Documents.....	4
6.	Cost of Bidding .....	4
7.	Withdrawal, Substitution, and Modification of Bids .....	4
8.	Confidentiality.....	4
9.	Clarification of Bids .....	4
10.	Correction of Arithmetic Errors .....	5
11.	Late Bids.....	5
12.	Right to accept or reject any /All Bids.....	5
13.	Mauritian Law .....	5
B.	Bid Data Sheet.....	5
1.	Bank Requirement .....	5
2.	Scope of work.....	6
3.	Reporting and governance responsibilities of the consultant .....	9
4.	Personnel to be deployed by the M&E Consultant .....	11
5.	Eligibility Criteria .....	11
6.	Qualification Requirement.....	12
7.	Supplier's Response .....	13
C.	Specific Terms and Conditions.....	14
D.	Annexures .....	16
	Annexure 1.....	16
	Annexure 2.....	16
	Annexure 3.....	17



## **A. General Instruction to Bidders**

### **1. Bidder shall not have Conflict of Interest**

Bidders should mandatorily declare conflict of interest situations. Bidders found to be in a conflict of interest situation, and which has not been disclosed, shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in a bidding process if, including but not limited to; a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

### **2. Fraud and Corruption**

MauBank Ltd will reject a proposal if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or obstructive practices in competing for the procurement in question.

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- “Fraudulent practice” is any act or omission, including a misinterpretation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action of a party;
- “Obstructive practice” acts intended to materially impede the exercise of the Bank inspection and audit rights.

### **3. Eligible Bidders**

A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

A Bidder who in the past failed to fulfill his contract with the Bank up to the level of our satisfaction shall be disqualified.

### **4. Sections of Bidding Documents**

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.



## **5. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, MauBank Ltd may amend the Bidding Documents by issuing addendum. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all those who have obtained the Bidding Documents. In situations where, open advertising bidding method has been adopted, the Bank shall publish addendums in newspaper and Bank's Website to ensure all bidders have the same information and understanding. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Bank may at its discretion extend the deadline for the submission of bids.

## **6. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and MauBank Ltd shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **7. Withdrawal, Substitution, and Modification of Bids**

No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity period.

The withdrawal, substitution or modification of a bid after the deadline for submission of bids has expired will result in forfeiture of the bid security amount (If Any).

Bidder may withdraw its bid prior to the deadline for the submission of bids without forfeiting its bid security (If Any).

## **8. Confidentiality**

Bidders should not divulge, discuss or disclose to any third party the existence of this request response or any information contained therein, other than a third party or parties selected by your company to assist you in the preparation of your proposal. Such third parties should be bound equally by a confidentiality agreement. Failing to abide to the above will lead to automatic disqualification.

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

## **9. Clarification of Bids**

To assist in the examination, evaluation, comparison and post-qualification of the bids, The Bank may at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a



Bidder in respect to its Bid and that is not in response to a request by MauBank Ltd shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors (if any) discovered in the Evaluation of the bids.

## **10. Correction of Arithmetic Errors**

Provided that the Bid is responsive, MauBank Ltd shall correct arithmetical errors on the following basis:

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

## **11. Late Bids**

MauBank Ltd shall not consider any bid that is received after the deadline and shall be declared late and rejected.

## **12. Right to accept or reject any /All Bids**

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

## **13. Mauritian Law**

It is hereby agreed that all matters arising during the tendering exercise, shall be governed by the Laws of Mauritius, and it is agreed that both Bidder and Bank shall submit to the exclusive jurisdiction of the Courts of Mauritius.

## **B. Bid Data Sheet**

### **1. Bank Requirement**

MauBank invites bids from **Mechanical and Electrical Consultants** for the Design and supervision of Mechanical and Electrical systems relating to:

- Fire-fighting systems replacement/repairs and maintenance.
- Air-conditioning system replacement and upgrade.
- Upgrade/Repairs/Replacement of Main low voltage Electrical system.



The site location is the Pope Hennessy Building situated in Port-Louis.

## **2. Scope of work**

The consultant shall be a Mechanical and Electrical Consultant, also referred to as M&E consultant, must be duly registered with CIDB and will also act as the Project Manager. The consultant shall have a team consisting of Team leader, MEP engineer with whom he shall work in close collaboration for the purpose of this project.

The consultant will be responsible for coordinating meetings to give the relevant direction pertaining to the survey, design, inspection and construction. The consultant shall be responsible for ensuring a performance driven approach for the coordination of the project.

The consultant will be required to attend meetings with MauBank Ltd as and when required.

### **The General scope of the consultant is as follows:**

#### **(a) Site survey and inception report**

The Consultant shall carry out preliminary survey works to ascertain that the proposals made will be feasible and make necessary recommendations to the Client with respect to this project.

#### **(b) Design stage**

The engineering design on item will be the optimum design as the result of engineering investigations and analysis in accordance with appropriate industry design standards adopted and acceptable to MauBank Ltd.

A detailed design report must be submitted to MauBank Ltd after completion of the consultant's task. The detailed design report shall include standards used, site investigations, construction design, surveys, health and safety requirements and the like.

#### **(c) Detailed drawings, cost estimates and bidding documents**

Post obtaining approval from MauBank Ltd on the design, the consultant shall finalise the drawings.

Following which, the consultant shall draft the bidding documents and submit for approval to MauBank Ltd. The consultant shall also provide MauBank Ltd with the cost estimate of the project.



Post approval of MauBank Ltd, the consultant shall send the finalised set of bidding documents in soft copy. MauBank Ltd will be responsible for issuing the bidding documents as governed by the internal policy of the bank.

To note that when the bank is approving the project design, bidding documents and cost estimates, this does not forfeit the consultant responsibility in terms of accuracy, reliability, durability, safety and legal obligations which may pertain to the project.

The Consultant will also be required to attend site visits pertaining to the bidding exercise and address queries from bidders.

(d) Evaluation of the Bids Received

The Consultant shall evaluate the bids received for this project. The Consultant shall also assist the Client in negotiations, if any, with the bidders. The Consultant shall assist MauBank Ltd to prepare the technical aspects pertaining to the Contract Documents prior awarding the contract to the selected bidder.

(e) Supervision

The Consultant shall be responsible for the supervision of the implementation works acting as the appointed administrator for the works or “the Engineer”. As the nature of the works does not warrant full-time engineering supervision on site during the construction phase, the Consultant shall reasonably appoint such suitably qualified technical site staff as may be necessary to enable proper supervision of the works in accordance with the Contract Documents and internationally accepted engineering standards and practices to the satisfaction of MauBank Ltd. The Consultant shall supplement the services with the necessary expertise as and when warranted.

(f) Submission of Drawings

Post implementation of the project, the Consultant need to:

- Submit As-Built drawings to MauBank Ltd.
- Submit necessary copies of final layout plan.
- Five (5) copies of all the final drawings to be submitted to the MauBank Ltd in A1 or A2 size paper and soft copy in CD must also be submitted.



(g) Defects Liability Period

The Consultant need to make needful inspection of the works at regular intervals as may be required during the Defects Liability Period and issue instructions necessary to carry out any remedial works required and supervise the execution thereof and arrange for issue of the Defects Liability Certificate accordingly. Upon issue of Final Completion Certificate, the Consultant shall approve the release of final retention monies for all contractors and thereby advise the bank to release the payment.

(h) Implementation Arrangements

MauBank Ltd shall be the Client and may also assign a representative for the supervision phase of the project. However, the Consultant will be solely responsible for the provision of all technical and other staff required for the proper supervision of the works. The representative delegated by the MauBank Ltd for the purpose of this project will be required to participate in the joint measurement of all items of works.

All measurement sheets shall be signed jointly by the representative of MauBank Ltd, the Consultant and the Contractor.

(I) Project phases and scheduling

Below are tasks to be submitted by the consultant as per the timeline:

Task	Completion of task within the following period
1. Submission of Draft Design Report to MauBank Ltd	• Two weeks (2) from the start of this Contract.
2. Submission of Final Design Report to MauBank Ltd	• Five weeks (5) from the start of this Contract.
3. Submission of draft bidding documents	• Three weeks (3) from the start of this Contract.
4. Submission of final bidding documents and floating of bids	• Six weeks (6) from the start of this Contract
5. Submission of construction completion report and As-Built drawings.	• Two weeks (2) after completion of the implementation works.





### 3. Reporting and governance responsibilities of the consultant

The Consultant must prepare and submit the following reports:

(a) Planning Report

The Planning Report shall include all the methodology, arrangements, order and timing for all activities to be undertaken by the Consultant during both the design/building and construction supervision phases. The Report shall contain all the planning guidelines and standards followed for the planning and design of the façade upliftment.

(b) Detailed Design Report

A Detailed Draft Design Report shall be submitted by the Consultant to the MauBank Ltd for discussions and comments. After receipt of the comments, the Final Detailed Design Report shall be prepared and submitted accordingly.

(c) Bidding Documents

Draft and final bid documents including drawings to be submitted by the Consultant to MauBank Ltd.

(d) Bid Evaluation Report

The Consultant shall assist MauBank Ltd, to evaluate the bids received for this project but the Consultant will be responsible to prepare and submit the Technical evaluation report to MauBank Ltd. At a first stage, the Consultant will have to prepare and submit a draft evaluation report for discussions with MauBank Ltd. After discussions, the consultant will amend the report accordingly and submit a final recommendation. The final decisions on the recommendations will be the onus of MauBank Ltd.

(e) Working Drawings

Working drawings to be issued to the Contractor shall be submitted by the Consultant during construction works as and when required.

(f) Progress Report

The consultant will need to submit a Progress Report on a fortnight basis which shall be summarising the progress made during the previous fortnight. The causes of any delay and problems encountered should be explained clearly together with measures recommended to avoid further delays or to overcome problems. The report shall be submitted before the 1<sup>st</sup> day after each fortnight.

(g) Construction Completion Report

The Construction Completion Report will be submitted within 30 days after the Practical Completion of the works, summarizing the construction activities, design changes, claims or disputes, and any matter having an effect on the extent, cost and progress of the works along with As-Built Drawings for the works.

(h) Project Completion Report

The Project Completion Report shall be prepared within a period of 30 days after the end of the Defects Liability Period of the Implementation Works Contract. The Consultant shall submit to MauBank Ltd the following reports/documents

S.N.	Report / Documents	Mode of submission	Time Period
1	Planning Report	2 hard copies + CD	1 week from award of Contract
2	Draft Detailed Design Report	2 hard copies + CD	2 weeks from award of Contract
3	Draft Bid Documents	2 hard copies + CD	3 weeks from award of Contract
4	Final Detailed Design Report	2 hard copies + CD	5 weeks from award of Contract
5	Final Bid Documents	2 hard copies + CD	6 weeks from award of Contract
6	Bid Evaluation Reports	2 hard copies + CD	2 weeks from receipt of bids
7	Contract Documents for Implementation Works Contract	2 originals for signature	2 weeks from award of implementation works contract
8	Working Drawings	2 hard copies + CD	As per sequence of works
9	Fortnightly Progress Reports	2 hard copies + CD	Before 1 <sup>st</sup> day after each fortnight
10	Implementation Completion Report	3 signed hard copies + CD	Within 30 days after practical completion of the works
11	As-Built Drawings	2 hard copies + CD	Within 2 weeks after Practical Completion of the Works
12	Project Completion Report	3 signed hard copies + CD	Within 30 days after end of the Defects Liability Period of the Works Contract

The consultant shall be responsible for taking minutes and follow up on action points pertaining to design and implementation phase.

#### 4. Personnel to be deployed by the M&E Consultant

The minimum required expertise for the personnel needed for the project is listed below for the reasonable execution of the Consultancy Project:

Sn	Key Staff	Quantity Required	Requirements
1	Project Manager	1	The Project Manager shall be resident in Mauritius with a degree in Mechanical or Electrical Engineering or Mechatronics Engineering and registered with either the local council or an international professional body. The Project Manager shall cumulate at 10 years of post-registration experience and shall demonstrate having worked on at least two projects of similar nature and complexity to this project in the same position for the past 10 years.
2	MEP Engineer (Electrical or Mechanical or Mechatronics Engineer)	1	Degree in Electrical or Mechanical or Mechatronics engineering or related fields, registered with the Council of Registered Professional Engineers (Mauritius) or with a recognized registration body in his native country or elsewhere.  Having a minimum of five (5) years post-registration experience as Electrical Engineer for the design of electrical networks/systems and auxiliaries and has worked on at least two (2) projects.

#### 5. Eligibility Criteria

#	Criteria	Remarks
1	Bidder should be registered with the Construction Industry Development Board (CIDB)	CIDB certificate to be provided
2	The Bidder must demonstrate a sound financial standing and a long-term prospective profitability. The liquidity ratio must be equal to or greater than 1. The debt ratio should be equal to or less than 1.	Financial statement for the last 3 years to be provided

3	The bidder has to submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason	Undertaking by Bidder to be provided
4	The bidder should not outsource the contract to subcontractor. The bidder should deploy & manage the project with its own certified resources.	Undertaking to be submitted

Note: -

- The average annual financial amount of services provided over the last three years should represent at least half of the annual contract value or part thereof for which the Bidder is selected for award.
- A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

## 6. Qualification Requirement

Bidders are required to provide list of services performed as prime Service Provider (“SP”) on the provision of services of a similar nature over the last five years. Also list details of work under way or committed, including expected completion date [insert details and attach evidences].

Bidders are required to respond in the following format:

Type of services Provided	Name of Clients	Client contact details	Location of work	Contract Value	Duration/contract period



Bidders are required to provide qualifications and experience of key personnel that shall be allotted for administration and execution of this service.

Designation	Years of experience	Main roles & responsibilities
(a)		
(b)		

## 7. Supplier's Response

### Response Content

The response should be as clear and concise. To facilitate consistent evaluation and understanding of the response, we request that the following guidelines be adhered to:

- Avoid referring to Internet links. All information should be provided in your response, else will be considered as incomplete.
- Bidders are required to include warranty clause (Annexure 1) as part of their formal response
- Bidders are required to include Oath of Confidentiality statement (Annexure 2) as part of their formal response.
- Proposal should include documents as per Annexure 3
- You may add any other details that you consider will bring value to your proposal and will benefit the bank.
- No “refer to data sheet or link” will be accepted, kindly response to queries in a clear and concise way.

## 8. Work Schedule

N o	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

n																	

## 9. Staffing Schedule

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
Subtotal																	
Local																	
1		[Home]															
		[Field]															
2																	
n																	
Subtotal																	
Total																	

 Full time input  
 Part time input

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

## Specific Terms and Conditions

- Bidders are advised to conduct site visits. Request for site visit should be routed through the procurement department on the following - [procurement@maubank.mu](mailto:procurement@maubank.mu) . All site visits should be conducted between 11<sup>th</sup> to 13<sup>th</sup> October 2021.
- The successful Bidder shall be deemed to have satisfied himself as to the nature and extent of the works. No claim for extra expenses will be allowed on grounds that insufficient information was given in the Tender Documents or that he was not conversant with the conditions prevailing at the site or during the course of the work he encountered unexpected difficulty, which could have been avoided by inspection of the site.



- Bids should be sent via a password-protected email to the Procurement department with subject **"Consultancy Services- M&E Engineers"** at latest by **14.00 P.M** on **Wednesday, 20 October 2021**.

Your email should be strictly address to the procurement department on the following - **procurement@maubank.mu**

The password to open the proposal should only be shared with the bid opening committee on **BidOpeningCommittee@maubank.mu** just before the closure date and time (i.e. around **14.10 pm** on **Wednesday, 20 October 2021**).

If email (s) are not password protected, MauBank Ltd will assume no responsibility for the premature opening of the bid.

- **Bid Validity Period**

- Bid shall remain valid for a period of **120** days after the bid submission deadline. The Bank shall reject a bid valid for a shorter period as non-responsive.

- **Clarification of tender documents**

A prospective bidder requiring any clarification on the bidding documents should contact through an official e-mail to procurement Department on **procurement@maubank.mu** at least **7 days** before the bid submission deadline. If the Bank determines that it is necessary to amend the bidding document due of a clarification, it shall do so in accordance with internal procedure.



## C. Annexures

### Annexure 1

#### **Warranty clause & Agreement to SLA's / Terms and conditions**

"I/We hereby warrant and represent to MauBank Ltd that: -

1. All my/our statements herein are true, correct and complete, and shall remain so for one hundred and twenty (120) days from the response due date;
2. I/we have understood the clauses specified in this bid and will abide to same in this response to the Bid;
3. All my/our services described, proposed and presented shall be conducted in a good and workmanlike manner, and I/we are willing, ready and able to perform the same;
4. I/we undertake to inform the Bank of expiry and submit updated copies of the following operating licenses;
  - 4.1 Trade License.
  - 4.2 CIDB certificate
  - 4.3 Permit or Licenses from other control enforcing authorities for this economic activity
5. I/we will inform the Bank in writing within seven (7) days of our receipt of notice of any litigation, arbitration or administrative or bankruptcy/insolvency proceedings threatened or instituted against us, and which may adversely affect the use, delivery or performance of any deliverable set out herein.
6. I/We also confirm my/our agreement to the SLAs & Terms and Conditions specified in the Bid document and shall abide to all conditions without any prejudice, if contract is allocated to my company."

Company : \_\_\_\_\_

#### ***Authorised Signatory***

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Signature : \_\_\_\_\_

Company Seal : \_\_\_\_\_

Telephone : \_\_\_\_\_ Fax: \_\_\_\_\_





## **Annexure 2**

### **OATH OF CONFIDENTIALITY**

I \_\_\_\_\_, the undersigned, employed by / representing \_\_\_\_\_ agree and bind myself / the organisation not to disclose any information relating to MauBank Ltd and its customers, to any representative of its organisation, or its affiliates members of the public, to the press and any outside person or body institution.

I/We shall maintain the confidentiality and secrecy of all information, which might expose to us/ me.

This agreement will be binding even if I leave my employment with the company.

\_\_\_\_\_  
*(Read, understood and agreed in own handwriting)*

Name : \_\_\_\_\_

NIC Number : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

## Annexure 3

### Checklist of documents to be provided along with financial proposal

1	Documentations	Yes	No
1.1	Company Profile - also clearly stating the following:	<input type="checkbox"/>	<input type="checkbox"/>
	- Health & Safety practices of your organization	<input type="checkbox"/>	<input type="checkbox"/>
	- Risk Assessment practices	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
1.3	BRN Certificate	<input type="checkbox"/>	<input type="checkbox"/>
1.4	VAT Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
1.5	Trade License	<input type="checkbox"/>	<input type="checkbox"/>
1.6	List of Directors and list of shareholders	<input type="checkbox"/>	<input type="checkbox"/>
1.7	List of references of business carried out over the last five years in Banking institutions or financial organizations and list of referrals with valid contact details	<input type="checkbox"/>	<input type="checkbox"/>
1.8	Audited accounts and financial statement for the last three years	<input type="checkbox"/>	<input type="checkbox"/>
1.9	Structure of Organization	<input type="checkbox"/>	<input type="checkbox"/>
1.10	Oath of Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>
1.11	Letter of Undertaking/ Warranty clause also engaging with the Bank that the following documents shall be provided within fifteen (15) days at the request of the Bank:	<input type="checkbox"/>	<input type="checkbox"/>
	- Insurance Certificates/Evidences/Coverages	<input type="checkbox"/>	<input type="checkbox"/>
	- Character Certificates of your employees that shall be posted on the Bank's site organization	<input type="checkbox"/>	<input type="checkbox"/>
	- Proof of vaccinated employees against COVID-19 (as applicable)	<input type="checkbox"/>	<input type="checkbox"/>
1.12	Acknowledgement that the Service Provider's organization have not been debarred from any tendering processes, forcefully been terminated due to bad performance or under any legal pursuit	<input type="checkbox"/>	<input type="checkbox"/>
2	<b>Human Capital – Qualities and skills:</b>		
2.1	Evidence to demonstrate Service Provider has sufficient logistic and manpower to deliver the service diligently	<input type="checkbox"/>	<input type="checkbox"/>