



**TENDER DOCUMENT
REF : PROC/634/23/PM**

**TENDER FOR MAINTENANCE AND
REPAIR OF MECHANICAL, ELECTRICAL &
PLUMBING (MEP) SERVICES AND OTHER
COMPONENTS OF AIR MAURITIUS
BUILDINGS AND OFFICES AT PLAISANCE
AIRPORT AND EBENE CYBERCITY**

09 DECEMBER 2023

AIR MAURITIUS LIMITED

**TENDER FOR MAINTENANCE AND REPAIR OF MEP SERVICES & OTHER
COMPONENTS OF AIR MAURITIUS BUILDINGS AND OFFICES**

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1.0 INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Air Mauritius Ltd is hereby inviting Tender proposals from established contractors for the “Maintenance and Repair of the Mechanical, Electrical and Plumbing (MEP) services and other components of its buildings and offices including aircraft hangars located at Plaisance Airport and Ebene Cybercity” as described more fully in the Tender documents, ref PROC/634/23/PM.

About Air Mauritius Ltd

Air Mauritius is the national carrier of the Republic of Mauritius. Created in 1967, the airline’s network today covers several destinations in Europe, Asia, Africa, Australia and in the Indian Ocean. It operates a fleet of 4 Airbus A350-900, 2 Airbus A330-900(NEO), 2 A330-200 and 3 ATR 72-500. The company has achieved the four Star Skytrax rating and has been a ten times winner of the airline of the year award for the Indian Ocean region at the World Travel Awards. More information can be accessed via its website: www.airmauritius.com

2. TENDER OBJECTIVES

This Tender exercise aims at selecting a Service Provider with **proven track record, experience and capability** to carry out “Maintenance and Repair of the MEP services and other components of Air Mauritius of buildings and offices”.

It is part of a **competitive procurement process** which helps Air Mauritius select the best provider of services both in financial and qualitative terms. At the same time, it provides suppliers with a fair opportunity for their services to be considered. With this structured Tender process in place, Air Mauritius aims at obtaining the best value from Service Providers.

For ease of reference, each potential Service Provider of the specified services receiving this Tender is referred to as a “Service Provider” or “Bidder” and the Service Provider or Bidder selected to provide the services to Air Mauritius is referred to as the “selected Service Provider” or “selected Bidder” or selected Tenderer.

For the purpose of this Tender, ref PROC/634/23/PM, the “Service Provider” or “Bidder” or “Tenderer” is also referred to as “Contractor”.

3. SCOPE OF SERVICES AND CONTRACT DOCUMENTS

The scope of services shall mainly consist of the provision of maintenance and repair works through 3 types of work programmes:

- Planned and Preventive Maintenance (PPM) works
- Fix It works
- Minor works

The detailed scope of the required services and parameters for the above are as elaborated in the Tender documents.

The various Air Mauritius facilities or sites to be maintained are referred to as Building AA to Building JJ. With the exception of Building HH which is located at Ebene Cybercity, all other buildings are located at Plaisance Airport.

The locations of the different buildings in Plaisance Airport are shown in the master site plan in Annexure 17.1 of the Tender documents.

- Building AA - Technical Services building and Hangar at Plaisance Airport
- Building BB - Flight Ops building at Plaisance Airport
- Building CC - GSS building and Hangar at Plaisance Airport
- Building DD - NACS building at Plaisance Airport
- Building EE - Cabin Services building at Plaisance Airport
- Building FF - Qantas building at Plaisance Airport
- Building GG - Cargo shed at Plaisance Airport
- Building HH - Air Mauritius offices in Cyber Tower 1, Ebene Cybercity
- Building II - Air Mauritius offices in New Terminal Building, Plaisance Airport
- Building JJ - Air Mauritius offices in Old Terminal Building, Plaisance Airport

It is the intent of the Employer (also referred to as the Client) to enter into an agreement with the selected Service Provider(s) for the provision of the above-mentioned services. The Contractor's Tender proposal must be based on this Tender / Contract documents which comprises of the following sections:

- 1.0 Instructions to Tenderers
- 2.0 Form of Tender
- 3.0 Form of Tender Bond
- 4.0 Form of Performance Security
- 5.0 Articles of Agreement
- 6.0 Recitals
- 7.0 Articles
- 8.0 Contract Particulars
- 9.0 Conditions of Contract
- 10.0 Bills of Quantities
 - 10.1 Bill No. 1 - Preliminaries and General costs
 - 10.2 Bill No. 2 - Maintenance (planned and preventive) works for 03 years.
 - 10.3 Main Summary Page
- 11.0 Maintenance Schedules for MEP works
- 12.0 Schedule of Labour Rates for Minor works
- 13.0 Minimum Staffing Schedule
- 14.0 Schedule of Staff Qualifications and Experience
- 15.0 List of Systems and Assets to be maintained.
- 16.0 List of Specialised Maintenance Contracts to be managed.
- 17.0 Annexures
 - 17.1 Master Site Plan for Plaisance Airport
 - 17.2 AML Environmental Management Plan
 - 17.3 AML Airfield Operations Procedure
 - 17.4 JCT contract agreement (specimen)

4. ELIGIBILITY CRITERIA

To be eligible to participate in this Tender exercise, the Contractor must:

1. be duly registered in Mauritius with the CIDB as a GRADE A to E in the combined category of Mechanical, Electrical and Plumbing (MEP) class of works and have the legal capacity to enter into a contract to execute the works;
2. have experience in similar or comparable contract in the specialised field of MEP services maintenance during the last (05) five years.
3. not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up.
4. not have had its business activities suspended.
5. not have a conflict of interest in relation to this procurement requirement.
6. have a Business Registration Card and VAT No.

Tenderer must submit a copy of CIDB registration certificate with its tender submission.

Participation is limited to single entity incorporated in Mauritius. Joint Venture among entities is not allowed.

5. PROGRAMME AND SITE RESTRICTIONS

The Contractor must mandatorily comply at all times with all applicable Health, Safety, Environmental and Quality (HSEQ) laws and regulations, policies, operating instructions, any special instructions, and all requirements as set forth by the Employer and which may vary from time to time.

The Contractor's attention is drawn to the fact that most of the buildings to be maintained are occupied and operated on a 24-hour basis. The activities undertaken in these buildings are critical in nature and cannot be hindered or obstructed.

The Contractor shall take all necessary steps to minimize the risks and protect the building works from fire and shall comply with all reasonable requirements which the Employer may from time to time instruct in respect of reducing such fire risk. He shall ensure that all measures to control the noise levels and dust emanation produced by his operations on site required under or by virtue of any enactment or regulations, or by the working rules of any industry, are strictly complied with.

The Contractor shall take reasonable precautions to prevent pollution arising from the execution of the works and shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes and shall allow for any such costs in his Tender proposal. Contractor are further informed that prior approval need to be obtained from the client for all hot works to be undertaken on site, especially in aircraft hangars and also for any noise making activities that shall be undertaken after normal working hours in agreement with the Employer.

The site, being in a restricted access-controlled zone, the Contractor should ensure that all its employees comply with Air Mauritius security directives and all rules and regulations imposed by Airports of Mauritius Limited (AML) & Department of Civil Aviation (DCA) in so far as access and also work procedures are concerned and will be informed of the possible consequences of any infringement of the rules.

Amongst others, the Contractor's personnel should not smoke in unauthorised areas of Air Mauritius premises and shall not be under influence of any alcoholic or substance product. They shall have in their possession their individual identity cards to be shown at the security counter for obtaining of access pass. All Contractors' vehicles and equipment will need to be cleared by security before accessing the site.

The Contractor shall allow for any costs arising from the above-mentioned restrictions in his Tender proposal and cater for same in his programme of works.

6. AREAS AVAILABLE FOR THE WORKS

The Contractor shall make arrangements with the Employer for access to offices and for temporary wayleaves where applicable.

The Contractor shall not use any portion of the site for any purpose not connected with the Works unless prior written permission has been obtained from the Employer.

The Contractor shall exercise every care in gaining access to the various working areas and in setting up and operating his plant so as to avoid damage to property. If instructed by the Employer, the Contractor shall remove any plant, etc. or other obstructions within his control, promptly and at his own expense.

Contractors shall keep all plant, equipment, materials and the areas of the Site in reasonably good order and tidy to the satisfaction of the Employer throughout the course of the Works. Upon completion of his operations in any working area, the Contractor shall remove all debris and make good any damage caused by his operations at his own expense and to the satisfaction of the Employer.

7. CONTRACTOR'S ARRANGEMENTS

The Contractor will be provided free of charge with space for his site office including toilet and bathroom facilities located at the main work site (Plaisance Airport) but shall carry out any required refurbishment or improvement works thereon at his own expenses.

The Contractor shall provide all the necessary plant, tools, equipment, vehicles, etc., that may be required the efficient and expeditious execution of the works.

The Employer will provide the necessary tap off points for power and water. However, Contractor will have to incur the cost of bringing the power and water to the working areas. The actual consumption of power and water necessary for the works to be carried out will be provided free of charge by the Employer.

8. PERSONNEL AND SUPERVISION

The Contractor must provide suitable personnel to carry out the works. Such personnel shall be qualified, experienced and skilled in the works required by the Contract.

The works are to be undertaken under the proper supervision of fully qualified personnel in their respective duties. Any instruction or explanation given by the Employer's representative to such person shall be deemed to have been given to the Contractor.

The Contractor shall at all times maintain a personnel attendance register on site.

9. TENDER SECURITY

In order to secure the due performance by Bidders of the obligations undertaken by them, Tenderers shall provide an unconditional Tender Security in favour of the party referred to as the Employer in these Tender and Contract Documents in an amount of **(MUR 300,000)** Mauritian Rupees Three Hundred Thousand. Such security shall provide a surety or sureties satisfactory to the Employer to be jointly and severally bound with the Bidder in a form approved by the Employer. The Tender Security shall be in the form of a local bank guarantee. The format of the Tender Security should be in accordance with the form of Tender Bond annexed to section 3.0 of the Tender documents. The Tender Bond shall be valid for 28 days beyond the validity of the tender as per clause 20 of the Instructions to Bidders (section 1.0).

The security provided by unsuccessful Bidders will be discharged three calendar months after the date fixed for delivery of Tender proposals to the Employer, or until such earlier date as a Tender shall have been accepted by the Employer and a Performance Security shall have been duly provided by the Tenderer whose Tender is accepted. Notwithstanding the above-mentioned period of three calendar months, the security provided by the Bidder whose Tender is accepted shall be discharged only upon the receipt by the Employer of the Performance Bond referred to and defined elsewhere in these Tender / Contract Documents.

The Employer shall reject any Tender not accompanied by an acceptable Tender Bond.

The Tender Bond may be forfeited and become payable to the Employer as compensation if the Tenderer has, without the Employer's agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity or if the Tenderer has refused to accept the correction of errors in his offer in accordance with clause 19 of the Instructions to Bidders (section 1.0).

10. ENVIRONMENTAL MANAGEMENT PLAN

Bidders should take into considerations the Environment Management Plan for Contractors as per AML guidelines as set out in annexure 17.2 of this bid document and include all cost associated for compliance to the requirements of the Employer.

11. AIRFIELD PROCEDURE FOR AIRSIDE WORKS

Bidders should take into considerations the Airfield Procedure for Airside Works as per AML guidelines as set out in annexure 17.3 of this bid document and include all cost associated for compliance to the requirements of the Employer.

12. SUBMISSION OF TENDERS

The bid submitted by the Bidder shall comprise of two envelopes submitted simultaneously, one containing only the technical proposal and the other the financial proposal.

The **Technical proposal** shall comprise of the following compulsory documents:

1. Company profile
 - a) Shareholders and directors' information;
 - b) Type of business engaged in, number of years in business and locations of business;
 - c) Copies of original documents defining the constitution or legal status, place of registration and principal place of business.
 - d) Copies of VAT & BRN registration certificates
 - e) Copy of the CIDB registration certificate
 - f) Membership of company in professional or commercial institutions;
 - g) Organisation chart of the company showing functions, staff names and interrelationships, Number of full time and part time employees on company's payroll (management, engineers and technicians) and Number of key engineering and technical personnel specifically engaged in providing MEP maintenance services;
 - h) Certified copies of Audited Financial Statements as filed at the Registrar of Companies for the last (02) years;
 - i) Company activity - Proportion of the total annual turnover of the company that is generated by MEP maintenance services over past five years;
 - j) List of MEP maintenance projects/works undertaken by the company in the last 5 years, including short description of the scope and value of contracts.
 - k) References from clients for past and present MEP maintenance projects/works.
 - l) List of company's owned tools, plant, equipment and scaffolding for MEP repairs and maintenance works.
 - m) Company's Health and Safety policies in place - Provide copies of the annual safety report for the past three (3) years listing safety statistics, frequency of occurrence and gravity of incidents.
2. The Original Tender Bond.
3. Name and address of the proposed surety for the Performance Security referred to in the Contract Particulars (section 8.0).

4. Qualifications and Experience of the Manager, part time Registered Engineer and the 2 Senior Technicians proposed for the Contract as per the Minimum Staffing Schedule (section 13.0) in the following format:

Name	Designation	Qualification	No. of Years of Related experience	Brief Description of Related Experience
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5. A detailed methodology and approach for the works including planned and preventive maintenance, reactive maintenance, keeping of maintenance records, evaluation of performance and service quality, maintenance cost monitoring and client reporting.

The **Financial proposal** shall comprise of the following compulsory documents:

1. The Forms of Tender
2. The priced Bill of Quantities
3. The priced Schedule of Labour Rates for Minor works

The following conditions regarding the financial / pricing proposal shall apply:

- The proposal shall be on a fixed price basis but exclusive of Value Added Tax and shall be based on the Conditions of Contract, Specifications, Drawings and Bills of Quantities and any requirement specified in the Tender document. The currency shall be in Mauritian Rupees abbreviated as “MUR” or “Rs”.
- Any qualifications entertaining a variable priced basis shall not be retained and would disqualify the Service Provider.
- The Bills of Quantities shall not be subject to any adjustment in price in respect of any increases whatsoever in the cost of labour, materials and/or increase arising out of in connection with these few items such as transport, fuel, freight, duties, taxes, levies, variations in exchange rates, service tax, devaluation or revaluation of currencies etc. or any other matters affecting the cost of execution of the contract. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

The Bidder shall prepare one (1) original proposal and clearly marked as “ORIGINAL TECHNICAL PROPOSAL”, “ORIGINAL FINANCIAL PROPOSAL. In addition, the Bidder shall submit two (2) copies of the proposal and clearly marked as “COPY – TECHNICAL PROPOSAL”, “COPY – FINANCIAL PROPOSAL”. In the event of discrepancy between them, the original shall prevail.

The Bidder shall seal the original and the two copies of the proposal in three inner sealed envelopes and one outer sealed envelope, duly marking the inner envelopes as “ORIGINAL”, “COPY 1” and “COPY 2”.

The inner and outer envelopes shall bear no mark or identification of the Bidder and shall be marked “**Maintenance and Repair of the Mechanical, Electrical and Plumbing (MEP) services and other components of Air Mauritius buildings and offices, Tender Ref PROC/634/23/PM**” on the top left-hand corner and shall be addressed as follows:

**Air Mauritius Ltd
Procurement Department
18th Floor,
Air Mauritius Centre
Port Louis**

Tender proposals shall be deposited in the Tender Box located in the aforesaid office at the above address **at latest by 16th January 2023 at 15:00hrs.**

Tender proposals received after the specified date and time shall not be considered. The date and place for delivery of Tenders may be deferred or changed by official notification through the issue of Addendum to all recipients of the Tender document.

Each Bidder must include in its Tender proposal all requirements, best terms and any conditions, and should not assume that another opportunity will be available to add any such matter after the proposal is submitted.

13. PRE-PROPOSAL MEETING AND SITE VISIT

Service Providers are invited for a pre-proposal meeting and site visit which will be held on **14th December 2023 at 10.00hrs.** The names and vehicle number of the attendees must be communicated to the persons mentioned in clause 25 of the Instructions to Bidders (Section 1.0) at least one working day in advance. The meeting point shall be at the DCA permit office, next to the Old Terminal Building, SSR International Airport, Plaisance.

Bidders must compulsorily attend the pre-proposal meeting and site visit. The selected Bidder shall be deemed to have satisfied himself as to the nature and extent of the works. No claim for extra expense or for extension of time under the contract will be allowed on the grounds that insufficient information was given in the Tender document, that the Bidder was not conversant with the conditions prevailing at the site and its surroundings or that during the course of the work, he encountered unexpected difficulty which could have been avoided by inspection of the site.

14. QUALIFICATIONS ATTACHED TO TENDERS

No account will be taken of any qualification or special conditions that a Tenderer may impose on their Tender. Any Tender containing such additional conditions may be rejected.

15. INCOMPLETE TENDERS

Bidders must submit offers for the whole of the works. Tender proposals submitted for separate sections only or Tenders, which are incomplete, will not be considered. Failure to submit the required information/documents as requested in the Tender document may invalidate the Tender proposal.

16. COMPLETION OF TENDER DOCUMENTS

All spaces in the Tender Documents requiring entries by the Tenderer (pricing, signatures and other data) shall be completed by hand using black or blue ink. Rates for items left unpriced shall be deemed to be included in other priced items. Where figures are also required to be stated in words, words shall take precedence.

No alteration shall be made to the printed text. The Tenderer shall price each item, complete all items on each page of the BOQ and calculate the sum for each BOQ page, fill the Collection sheets and carry the total of each collection page to the Main Summary.

17. LANGUAGE

The English Language shall be used in all matters in connection with the submission of Tenders and the administration of the Contract.

18. EXPENSES INCURRED IN SUBMISSION OF TENDERS

The Employer will not be responsible for, nor pay for, expenses or losses which may be incurred by any Tenderer in the preparation of the Tender or in visiting the site in connection therewith.

19. CORRECTION OF ERRORS

The Tenderer shall ensure that his tender is arithmetically accurate in all respects. Should at any time, any arithmetical error be found which when corrected would have the effect of lowering the Tender Price, such lower price shall be accepted as the Contract Sum.

If such corrections would have increased the Tender Price, the increase shall be allowed and the adjusted price shall be accepted as the Contract Sum. If the Tenderer does not accept the corrected amount, the Tender will be rejected.

20. VALIDITY OF TENDER

Tender proposals submitted by Bidders shall be valid for a period of **hundred and twenty (120) calendars days** from the latest date set for the submission of Tender proposals. Such prices shall remain effective and irrevocable during this period.

21. SUBCONTRACTED WORKS

The Contractor shall not subcontract the works either in part or wholly, except as otherwise provided in the contract.

Any subcontracting of the works must be subject to the prior consent of the Employer.

22. FORMAL CONTRACT AND PERFORMANCE SECURITY

Unless or until a formal Agreement is executed, the Tender proposal together with the written acceptance of the Employer shall constitute a binding Contract between the Employer and the Bidder.

The Bidder whose Tender proposal is accepted shall, within fourteen (14) days of the receipt of written notification of acceptance of his Tender proposal, provide a Performance Security in the amount stated in the Contract Particulars (section 8.0) for the due performance of the contract. The format of the Performance Security shall be as per the Form of Performance Security laid out in section 4.0 of the Tender documents.

23. DOCUMENTS AND DRAWING CONFIDENTIAL

All recipients of the Tender documents (whether a Tender is submitted or not) shall treat the details of the Tender documents as private and confidential.

24. EVALUATION AND SELECTION

Air Mauritius will evaluate Tender proposals and select the Service Provider on the basis of:

1. The responsiveness of the proposal. That is, the level of conformity and compliance to the Tender requirements.
2. The proposal which is found to be most value adding to the Employer, based on price and capability to undertake the works.

All proposals received will be carefully evaluated by Air Mauritius and in this respect, clarifications from the Bidders on certain aspects of the proposals may be requested. Air Mauritius will subsequently conduct negotiations and select the Service Provider which, in its assessment, has made the best proposal and will award the contract accordingly.

25. COMMUNICATION

Service Providers shall notify Air Mauritius in writing for clarification of any inconsistency, discrepancy or conflict within the content thereof or any figures and wording, or any ambiguity regarding any part of the Tender documents.

All request for clarifications or queries concerning this Tender should be addressed to the Senior Administrative Officer, Mrs. Pamela Monien, via email address: pmonien@airmauritius.com by latest five (05) calendar days before the deadline date for submission of proposals.

Air Mauritius Ltd shall, as far as possible, reply to all queries by latest two (02) calendar days before the deadline date for submission of proposals. All replies to queries, and any addenda to Tender documents issued thereof, will be communicated to all those who have purchased the Tender Documents.

26. PROCESS SCHEDULE

Below is a brief planning for this Tender process, specifying the important dates and milestones:

- | | |
|--|--------------------------------|
| ➤ Issue of Tender | 09 th December 2023 |
| ➤ Pre-proposal meeting and Site Visit | 14 th December 2023 |
| ➤ Deadline for Submission of Proposals | 16 th January 2024 |

27. GENERAL CONDITIONS

All proposals submitted are subject to the following conditions:

- Air Mauritius Ltd reserves the right to accept, split or reject any or all proposals received without incurring any liability towards any service provider and/or have any obligation to inform any service provider on the grounds of its action.
- Non-acceptance of a service provider's proposal will mean that one or more proposals were deemed more advantageous to Air Mauritius or that all proposals were rejected. Service providers, whose proposals are not accepted, will be notified after the award of the contract to the selected service provider and its acceptance thereof or in the event Air Mauritius Ltd rejects all proposals.
- Air Mauritius and its directors, employees or other representatives will not be liable for any cost or expenses incurred by any service provider in the preparation and submission of a proposal nor shall Air Mauritius, its directors, employees or other representatives be liable for any damage, loss or cost (including legal costs) incurred or suffered by any service provider in connection with this RFP process.
- Service providers, their employees, subcontractors, and agents (if any) shall keep all information concerning Air Mauritius and any of their business activities acquired as a result of this RFP strictly confidential.
- Joint Venture : A tender submitted by a joint venture of two or more firms must be accompanied by the document of formation of the joint venture duly registered and authenticated by a Notary Public or other official deputed to witness sworn statements in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its functioning including a clause to the effect that the members of the joint venture are jointly and severally bound. One of the partners of the joint venture shall be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture. The execution of the entire contract, including payment, shall be done exclusively with the partner in charge.
- Any canvassing or trying to cause undue influence to obtain the contract will lead to disqualification from the selection exercise.

28. ANTI-BRIBERY AND CORRUPTION/ANTI-MONEY LAUNDERING PROVISION

Both MK and the service provider (each “a party” or together “the parties”) are fully committed to acting professionally, fairly and with integrity in all of its business dealings and relationships wherever it operates to counter bribery, corruption and money laundering. As such, each party represents and warrants to the other that neither it, nor its directors, employees or other persons authorised to act on its behalf shall offer, give, solicit or accept any bribe or form of bribe such as fee, commission, payment, gift or other consideration during the course of its engagement with the other party either in connection with this RFP or any further agreement pursuant to this RFP that contravenes any applicable anti-bribery or anti-corruption or anti-money laundering legislation, rules and regulations as may be imposed by the relevant authorities and/or internal policies.

In the event that either party is aware or suspect any person from the other party in its dealings with the first party who had or may be in breach of the anti-bribery or anti-corruption or anti-money laundering legislations as may be imposed by the relevant authorities and/or internal policies, it shall inform the other party immediately which shall be entitled to take any such action as it may deem fit including termination of any agreement between the parties.

29. GOVERNING LAW

This Tender is governed by the Laws of the Republic of Mauritius and the Mauritian Courts shall have exclusive jurisdiction on all matters relating to this Tender.

2.0 FORM OF TENDER

AIR MAURITIUS LTD

TENDER FOR MAINTENANCE AND REPAIR OF MEP SERVICES & OTHER COMPONENTS OF AIR MAURITIUS BUILDINGS AND OFFICES

Vice President Procurement & Facilities

Procurement Department

18th Floor, Air Mauritius Centre

Port Louis

Sir,

We, the undersigned, hereby tender and undertake the following:

(A) The Maintenance of Mechanical, Electrical & Plumbing Services and Other Components of Air Mauritius Buildings and Offices at Plaisance Airport and Ebene Cybercity in accordance with the terms and conditions as specified in the tender document and as listed in the Contract.

Proposed Maintenance Fees: - (excluding VAT)

(I) 1st Year

.....(MUR.....) per annum

(II) 2nd Year

..... (MUR.....) per annum

(III) 3rd Year

..... (MUR.....) per annum

(B) The Term Contracts for Minor Works & Repairs in accordance with the terms and conditions as specified in the Tender document.

We hereby agree to complete and execute the Articles of Agreement within fourteen (14) days from the date of your letter of award of this tender. We hereby agree to execute the Agreement with Air Mauritius.



All words, expressions and terms used in this Tender will bear the same meaning as that defined in the Conditions of Contract and shall have reference to documents, annexes and schedules contained in the Tender Documents

Dated this day of 2024

Signature Name

In the capacity of

Authorised to sign tenders for and on behalf of.....

.....
(Name of Tenderer)

Name of Witness:

Address of Witness:

Date this Day of2024

Signature

In the capacity of

Duly authorised to sign Tenders for and on behalf of

.....
(in block letters)

Address

Occupation

3.0 FORM OF TENDER BOND

Brief description of Contract: **“MAINTENANCE AND REPAIR OF MEP SERVICES & OTHER COMPONENTS OF AIR MAURITIUS BUILDINGS AND OFFICES”**.

Name and address of Beneficiary: **Air Mauritius Ltd., Pr. John Kennedy Street, Air Mauritius Centre, Port Louis** (whom the tender documents define as the Employer).

We have been informed that.....(hereinafter called the “Principal”) is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "conditions of invitation, which are set out in a document entitled ‘Instructions to Tenderers’ require his offer to be supported by a tender security.

At the request of the Principal, we (name of bank)hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount ofRupees (MUR.....) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- (c) you awarded the Contract to the Principal and he has failed to execute the Contract within (14) days from the date of the letter of award, or
- (d) you awarded the Contract to the Principal and he has failed provide a Performance Security within (14) days from the date of the letter of award.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before One Hundred and Twenty (120) days as from the deadline for submission of bids when this guarantee shall expire and shall be returned to us.

Date.....

Signature(s).....

4.0 FORM OF PERFORMANCE SECURITY

Brief description of Contract: **“MAINTENANCE AND REPAIR OF MEP SERVICES & OTHER COMPONENTS OF AIR MAURITIUS BUILDINGS AND OFFICES”**

Name and address of Beneficiary:

Air Mauritius Ltd (whom the Tender documents define as the Employer).

By this Bond, (name and address of Contractor)

.....
.....
.....

(who is the Contractor under such Contract) as Principal and (name and address of guarantor)

.....
.....
.....
.....

as Guarantor are irrevocably held and firmly bound to the Beneficiary in the total amount of

.....
.....
.....
.....

(the “Bond Amount”, say:) for the due performance of all such Principal’s obligations and liabilities under the Contract.

This Bond shall become effective on the Commencement Date defined in the Contract.

Upon Default by the Principal to perform any Contractual Obligation under the Conditions of the Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default, event or circumstances, except that the total liability of the Guarantor shall not exceed the Bond Amount.



The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by the Guarantor on or before (the "Expiry Date"), when this Bond shall expire and shall be returned to the Guarantor.

The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of the Republic of Mauritius.

Wherefore this Bond has been issued by the Principal and the Guarantor on (date)

Signature(s) for and on behalf of the Principal

.....

Signature(s) for and on behalf of the Guarantor

.....

5.0 ARTICLES OF AGREEMENT

This Agreement is made the _____ 20 ____
Between **The Employer** _____

_____(Company No. _____)

of/ whose registered office is at _____

And **The Contractor** _____

_____(Company No. _____)

of/whose registered office is at _____

6.0 RECITALS

Whereas

First

the Employer requires maintenance and minor works to be carried out in:

_____ ('the Contract Area')
in accordance with the details set out or referred to in the Contract Particulars;

Second

the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;

Third

the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions described to the Contract Administrator by the Conditions;

Fourth

The Supplemental Provisions identified in the Contract Particulars apply;

7.0 ARTICLES

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out all Orders that are placed with him during the Contract Period in accordance with the Contract Documents.

Article 2: Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 11)

Article 3: Contract Administrator

For the purposes of this Contract the Contract Administrator is the Facilities Manager of Air Mauritius.

Article 4: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9-2.

Article 5: Arbitration

Where Article 5 applies, then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9-3 to 9-8. The exceptions to this Article 5 are:

- any disputes or differences arising under or in respect of VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 6: Legal proceedings

Subject to Article 4 and (where it applies) to Article 5, the Mauritian courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

8.0 CONTRACT PARTICULARS

1

Properties and description of the types of work

(First Recital)

1.1 List of properties in the Contract Area in respect of which Orders may be issued.

- Building AA - Technical Services building and Hangar at Plaisance
- Building BB - Flight Ops Building at Plaisance
- Building CC - GSS Building and Hangar at Plaisance
- Building DD - NACS Building at Plaisance
- Building EE - Cabin Services Building at Plaisance
- Building FF - Qantas Building at Plaisance
- Building GG - Cargo Shed at Plaisance
- Building HH - Air Mauritius Offices in Cyber Tower 1, Ebène Cybercity
- Building II - Air Mauritius Offices in New Terminal Building, Plaisance
- Building JJ - Air Mauritius Offices in Old Terminal Building, Plaisance

1.2. Description of the types of work for which Orders may be issued for Minor works:

- Mechanical
- Electrical
- Plumbing
- Building works such as Fit out & Partitioning, Painting, Carpentry, Metal & Welding and General Masonry

2 **Supplemental Provisions**

(Fourth Recital)

The Contractor to submit a Performance Security representing **10% of the annual tender price**. Annual renewal of the Performance Security bond to be effected at the end of each contractual year.

3 Contract Period

Article 1 and clause 7-1)

Subject to clause 7-1, the Contract Period will be 3 years commencing on _____ 20_____

4 Arbitration

Article 5 and clauses 9-3 to 9.8 applies

5 Orders - minimum and maximum value (for minor works)

(Clause 2-4)

Maximum value of any one Order to be issued

Rs 100,000 (words Rupees hundred thousand)

6 Orders - value of work to be carried out

(Clause 2-5)

Approximate anticipated value of Minor works and Fix It works to be carried out under this Contract

Rs 3,000,000 (words Rupees Three million)

per annum/

Rs 9,000,000 (words Rupees Nine million)

for the Contract Period

7 Orders - priority coding'

(Clause 2-6)

8 Progress payments

(Clause 4-2-1)

Estimated value of an Order above which progress payments can be applied for

9 Responsibility for measurement and valuation

(Clause 5-2)

10 Schedule of Rates

(Clauses 5-3, 5-6-1 and 5-6-2)

The Schedule of Rates is the National Schedule of Rates published by the Construction Industry Development Board of Mauritius.

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of
the Employer

in the presence of:

_____ *witness' signature*

_____ *witness' name*

_____ *witness' address*

Signed by or on behalf of
the Contractor

in the presence of:

_____ *witness' signature*

_____ *witness' name*

_____ *witness' address*

9.0 CONDITIONS OF CONTRACT

The conditions of Contract for the works will be the JCT Measured Term Contract 2011, as amended in Bill No. 1.

A copy of the contract document is available for purchase from The Joints Contract Tribunal Limited on www.jctcontracts.com. An uncontrolled copy for consultation only is enclosed as Annexure 17.4 in the Tender documents.

10.1 BILL NO. 1 – PRELIMINARIES AND GENERAL COSTS

ITEMS	DESCRIPTIONS	AMOUNT (RS)
1	CONTRACT DOCUMENT FOR CONTRACTOR	
1.1	The Articles of Agreement, Recitals, Conditions of Contract, Articles and Contract Particulars of the JCT Measured Term Contract 2011 including the Tender documents and any addenda thereto will altogether constitute the Contract Documents. The Contractor will not divulge or use any information contained in the Contract to any third party otherwise than for the purpose of the Contractor's performance of its obligations under this Contract.	
2	DRAWINGS AND SPECIFICATIONS, ETC.	
2.1	The original Contract documents and floorplans/drawings will remain in the custody of Air Mauritius and will be produced by Air Mauritius as and when required by the Contractor.	
2.2	The description of the Works in the Work Specifications will not define or limit the Works to be executed under the Contract.	
2.3	The materials or fittings used by the Contractor will meet the latest British Standard (BS) and Mauritius Standard (MS), including any amendments, in force/specified by Air Mauritius at the time of tendering. Should no standard be applicable/specified, the materials or fittings will be to the approval and satisfaction of the Facilities Manager. Materials and fittings required/specified to be in accordance with a BS or MS will be branded or certified products as prescribed in the particular BS or MS, when required by Air Mauritius.	

<p>3</p> <p>3.1</p>	<p>SCOPE OF WORKS</p> <p>The Contractor will provide manpower, transport, tools, equipment, consumables and all other incidental costs necessary to undertake the following works in the premises:</p> <ul style="list-style-type: none"> ▪ Planned and preventive maintenance of the existing systems and assets including Plant & Equipment, Fire Protection, Air conditioning, Mechanical, Plumbing and Electrical, in the premises listed in the Contract/Tender documents. (Which may be subjected to amendment from time to time as required in writing to Contractor). ▪ Attendance to breakdown and emergency repairs to all the systems and assets maintained listed in Contract / Tender documents at all times, 24 hours, 7 days a week throughout the Contractual periods in accordance with the Minimum Staffing Schedule provided in the Tender document. ▪ To update all plans, layouts and M&E drawings endorsed by relevant & qualify person. Updated drawings on discs and hard copy to be submitted to the Facilities Manager on a quarterly basis. <p>Fix-It" Works Programme</p> <p>This is a programme whereby skilled workers will be allocated and be fully responsible for all the basic and quick maintenance & repair works of existing systems and assets in the premises as provided in the 'List of Systems and Assets to be maintained' of the Tender documents. They will be carried out as soon as practical, accommodating to users / department constraints. The Works will include but not limited to repair of taps, tap washers, tap spindles, shower head/ tubing, flushing handles, hooks, cistern covers, window, door hinges, all locks cupboard, cabinets, furniture, ceiling board, partitions, chairs, trolleys and attendance to chokes and leaks, changing of lamps starters, ballasts, sockets, switches, cabling, fire alarm accessories, extinguishers (except for workshop intervention), hose reels, AC compressors for split units, diffusers, grilles, metal fixations for gutters, piping and metal sheets excluding those above 10m Height. Etc.</p> <p>To provide technicians to set-up and operate equipment and stand-by for Air Mauritius's functions during operation hours. The Contractor will be reimbursed for work after operation hours at the rate specified in the Contract and the preliminaries and attendance will be deemed to be included in the Contract.</p> <p>Upgrading, parts replacement, alterations, improvement, repair and new works which are minor in nature and not exceeding Rs. 100,000 in value.</p>	
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	<p>Escorting services of directly appointed service providers by the client for maintenance & project coming from DCA Permit Office to Air Mauritius site.</p> <p>Administration, supervision and managing of directly appointed service providers by the Client for specialised maintenance contracts such as Water Purifiers, Standby Generators, etc in accordance with the 'List of Specialised Maintenance Contracts to be Managed" as provided in the Tender / Contract documents.</p> <p>The Contractor will be responsible for the overall management of store including initiating, purchasing, receiving and inspection of the spares and materials ordered. The Contractor will perform the said function in accordance with Air Mauritius rules and regulations. The Contractor will provide store management report on a monthly basis and submit to the Facilities Manager in accordance with Air Mauritius procedures.</p>	
3.2	<p>Keeping of records The Contractor will keep the systems and assets under this Contract (which may be subjected to amendment from time to time as required in writing to Contractor) in good working order and condition by regular maintenance and servicing. All proof of maintenance & servicing must be kept and submitted to the Facilities Manager. Such works are to be carried out with minimum disruption and inconvenience to the building operation.</p>	
3.3	<p>Employ Qualified staff The Contractor will arrange for qualified staff supervision to attend the daily operations and tasks as the Maintenance Schedules or as instructed by the Facilities Manager and to record all defects / complaints raised and rectify them accordingly. The Contractor's Supervisor must be present on site.</p>	
3.4	<p>Annual budgeting The Contractor will assist the Facilities Manager in providing and proposing annual budget for upgrading, modification, renovation and improvement to Systems and Assets including feasibility study of the improvement works.</p>	
3.5	<p>Inspection before taking over Before the taking over exercise the Contractor shall conduct a thorough inspection on the MEP installations and services and all plant and equipment and highlight any major defects to the Facilities Manager.</p>	

3.6	<p>Fix-It works The Contractor will ensure that adequate workers are employed to cover the premises as specified in the Tender document and generate weekly report to Facilities Manager for all repair works carried out under the Fix-It programme. The labour costs will be included in the Contract Sum and all materials will provided by Contractor, based on pre-agreed. Quotations Price List for Materials between Contractor and Client reimbursed by Air Mauritius as provided in the Contract /Tender documents.</p>	
3.7	<p>Shutting down services In the event that Air Mauritius requires the existing services under the maintenance of the Contractor to be shut down for improvement, inspections, compliance with all statutory requirement, development and/or modification work, Contractor will provide qualified personnel to conduct shut down for the services / systems, to standby for any unanticipated events / purposes and to restore services / systems during the period concerned. The cost of such standby service will be deemed to be included in the Contract Sum.</p>	
3.8	<p>Emergency Operation Procedures The Contractor will be required to update and operate detailed Emergency Operation Procedures in order to maintain and safeguard the integrity of the Employer's operation during emergencies resulting from the following events but limited to:</p> <ul style="list-style-type: none"> • any power failure of the CEB / Air Mauritius electrical supply depriving Air Mauritius of electrical power. • power failure due to the fault of Air Mauritius electrical network which affects part of or the whole of the building. • Failure of major or essential plant or services such as air conditioning system, emergency generators, main water supply network etc. • leakage and pressure loss in the fire protection system. • triggering of fire alarm system and frequent running of jockey pump of the fire protection system. <p>The Contractor will conduct quarterly trial runs in order to verify the practicality of the Emergency Operations Procedures and to allow his maintenance personnel to be familiar with such procedures.</p>	
3.9	<p>Taking Over of New Installation /Renovations /Completed Projects When required by Air Mauritius, the Contractor will deploy qualified personnel to assist Air Mauritius to take over installations carried out by others. This will include but not limited to attending pre-handing over inspections, listing of defects for rectification,</p>	

	confirmation check after defect rectification and final handing-over inspection, and checking of as-built document, etc.	
3.10	<p>Updating of records</p> <p>The Contractor will update the existing drawings to all improvement and renovation works which are carried out by Air Mauritius.</p>	
3.11	<p>The Contractor will:</p> <p>a) Engage their Professional Engineer(s) to make regular checks on the Systems and Assets listed in the Tender documents and issue yearly certificate of maintenance, certificate of supervision and all necessary licenses for the premises.</p> <p>b) Engage their Electrical Engineer to ensure that all electrical systems meet CEB's and all statutory requirements. The Engineer is also required to validate the electrical systems for the premises. All fees payable for obtaining the licenses/ certificates/ permits will be reimbursed by Air Mauritius.</p> <p>c) Provide assistance, such as identification of power and water tap off points, to other contractors directly employed by the Client including follow up of the progress of the other contractors' work and necessary reporting to the Facilities Manager.</p>	
3.12	<p>Demobilization Phase</p> <p>The Contractor will provide manpower according to the "Minimum Staffing Schedule" provided in the Tender document, throughout the entire Contract periods. During the two weeks before and two weeks after the expiry of the Contract period, the Contractor will provide supervisory staff to assist the new Contractor in the handing-over exercise. This includes the handing-over of all documentation, such as equipment maintenance records, stock history, drawings and plans, emergency and operational procedures and all maintenance databases necessary for the smooth running of the Contract by the new Contractor.</p>	
3.13	<p>Consumable materials</p> <p>The Contractor will supply, but not limited to, the following consumable materials as and when required for the Preventive Maintenance works and Fix-It works (excluding Minor works), at no additional costs to Air Mauritius:</p> <p>a) All compressor oil and refrigerant used for topping up during servicing. These will comply with the manufacturer's recommendations and will be CFC free.</p> <p>b) All oil, grease or any lubricant required for lubrication of motor bearings, pivots valves and any other parts.</p> <p>c) All degreasing or chemical agents for cleaning of kitchen and toilet exhausts, chillers, Air Handling Units, window</p>	

<p>3.14</p>	<p>and split air-conditioning units and any other mechanical, electrical, electronic equipment and building facilities.</p> <ul style="list-style-type: none"> d) All rags, soap, detergent and other cleaning materials / agent / disinfectant. e) All chemicals used for the treatment of water. f) Tapes including insulation tapes, aluminium masking tapes etc. g) Sealants for electrical cables and fittings, masonry works, openings (silicon sealants) etc. h) All ironmongery, not limited to bolts and nuts, screws, nails, stud washer, UPVC gum connectors, locking pins, split pins, cable ties etc but excluding door handles and locks. i) Materials or gases for welding or soldering. j) Battery water. <p>Purchase of spare parts and materials All spare parts and materials required for the maintenance and repair of the systems and Assets listed in the Tender Documents will be at the cost and expense of Air Mauritius. Bidders are requested to quote for the supply of spare parts and materials. However, it will be at the discretion of Air Mauritius to buy the spare parts and materials from the contractor.</p>	
<p>4</p> <p>4.1</p> <p>4.2</p>	<p>MINOR WORKS</p> <p>Minor works are subject to a limit of Rs 100,000 per job and shall be valued and paid in accordance with the National Schedule of Rates, pre agreed Quotations or Price List for Materials between Contractor and Client and the Schedule of Labour rates for Minor works provided in the Tender documents.</p> <p>Any Minor works will be carried out by the Contractor with the Prior agreement of Air Mauritius. The Contractor will be reimbursed for the cost price of parts plus the overheads percentage specified in the Contract.</p> <p>Additional works: The Facilities Manager, at his sole discretion, may order any Additional works (representing major improvements, alterations, upgrading, parts replacement or repairs) above Rs 100,000 per job to be carried out by the Contractor.</p> <ul style="list-style-type: none"> a) Works Orders will be issued by Air Mauritius for the execution of such works. b) The costs of labour, transport and materials, etc. will be calculated based on the relevant rates set out in the National Schedule of Rates, any Quotations or Price List agreed between the Contractors and the Client and 	

	<p>Schedule of Labour Rates provided in the Tender document and must be approved by Air Mauritius in advance. Subject to the consent of the Facilities Manager, the Contractor may employ additional staff for execution of the Additional works or decide to subcontract these works. In the latter case, a percentage fee will be paid to the Contractor on the value of subcontracted works as provided in the Contract / Tender documents.</p>	
5	<p>NATIONAL SCHEDULE OF RATES, PRE-AGREED QUOTATIONS & PRICE LIST AND SCHEDULE OF LABOUR RATES</p> <p>The National Schedule of Rates, any pre-approved Quotations & Price List and the priced Schedule of Labour Rates will form part of the Contract and will together with the Quantities in the Works Order form the basis of the amount of a Works Order for minor works and additional works. Should any errors or omissions appear in the Works Order, they will be rectified and such rectification will constitute a variation of the Works Order. If so required by the Facilities Manager the Contractor will have to produce taking-off sheet abstract or other computations employed to show how Quantities are built up in the bills.</p>	
6	<p>LOCAL AND OTHER AUTHORITIES' NOTICE AND FEES</p> <p>The Contractor shall comply with and give notices and pay all fees required by any laws, regulations, orders or by-laws of any local authorities and/or public service corporations relating to the execution of the Works or the supply of services or connection of the Works with the relevant public service system. The Contractor will keep Air Mauritius indemnified against any penalties and liabilities kind arising from the breach of the Contractor's obligation hereunder. All fees paid to such local, statutory and other Authorities will be reimbursed by Air Mauritius.</p>	
7	<p>POWER TO TAKE WORKS OUT OF CONTRACTOR'S HANDS</p> <p>If the Contractor, after receipt of a written notice from the Facilities Manager requiring compliance with any of the instructions of the Facilities Manager or Air Mauritius within a period to be specified in the notice, fails to comply with such instructions, the Facilities Manager may without prejudice to the exercise of his power under any of the conditions in the Contract document, employ and pay other persons to execute the Works. All additional cost incurred by Air Mauritius in connection therewith over and above such costs which would have been incurred had the Contractor complied with such instructions, will be recoverable from the Contractor by Air Mauritius as a debt or may be deducted by Air Mauritius from any monies due to or become due to the Contractor.</p>	

8	EMPLOYMENT OF ILLEGAL FOREIGN WORKERS	
8.1	The Contractor shall not deploy any illegal foreign worker for the execution of any parts of the Works performed for Air Mauritius under the Contract.	
8.2	<p>"Illegal foreign worker" means a foreign worker who: -</p> <ul style="list-style-type: none"> a) has not lawfully entered or remained in Mauritius, in contravention of the Immigration Act: or b) is employed by an employer without a valid work permit. 	
8.3	If any illegal foreign worker is found to be the Contractor, Air Mauritius may withhold any payment due to the Contractor for such period as it deems appropriate, and Air Mauritius shall not be liable for any loss or damage suffered by the Contractor as a result of any payment so withheld.	
8.4	Further, the Contractor shall indemnify Air Mauritius against any costs and/or expenses, including legal expenses, which Air Mauritius may incur as a result of the Contractor's employment of illegal foreign workers. Air Mauritius may take such other measures against the Contractor for breach of this Clause, including forfeiture of the Contractor's security deposit and of tenders/quotations.	
8.5	<p>The Contractor shall submit updated and duly certified copies of the following documents to Air Mauritius monthly for inspection and record: -</p> <ul style="list-style-type: none"> a) personal particulars (including name, address, nationality, passport number and work permit number) of its workers involved in the execution of any part of the Works; b) the work permits of these workers; and c) the passports, entry permits and re-entry permits of these workers showing that they have lawfully entered and remained in Mauritius. 	
8.6	Air Mauritius or the Facilities Manager may conduct random on-site checks on the Contractor's workers to verify that the Contractor has complied with this and the Contractor will provide all necessary assistance and facilities in order for Air Mauritius or the Facilities Manager to perform these checks.	

9	<p>DISCHARGE OF WORKMEN</p> <p>The Contractor shall employ only such staff, supervisors and workers, who are efficient and of good character, to do the Works. If in the sole opinion of the Facilities Manager any person employed by the Contractor, including such part-time workers, misconducts himself or has caused quarrels or delays or is incompetent, the Contractor when so directed by the Facilities Manager in writing will at once remove such person from the Work and he will not again be deployed on the premises.</p>	
10	<p>CHILDREN UNDER SIXTEEN</p> <p>The Contractor shall not deploy any worker under the age of sixteen (16) under the Contract.</p>	
11	<p>MATERIALS AND WORKSMANSHIP</p> <p>11.1 All materials to be used or incorporated into the Works will be inspected, tested and accepted by the Facilities Manager before incorporation in the Works. Any Works in which untested materials are used without approval or written permission of the Facilities Manager, will be performed at the Contractor's risk and may be considered unacceptable and unauthorized and may not be paid for or required to be replaced at the Contractor's cost. The Contractor will furnish certificates of Compliance stating that the material used in the Works conforms to the requirements of the BS or MS standards as specified in the Contract or otherwise specified by the Facilities Manager.</p> <p>11.2 For confirmation purposes and at the option of the Facilities Manager, tests will be conducted by the Facilities Manager. All materials used are subject to inspection, testing and rejection at any time. Copies of all test results will be furnished to the Contractor at his written request.</p> <p>11.3 The Contractor will furnish samples required by the Facilities Manager without charge and provide means and assist in the verification of all scales, measures and other devices which the Contractor operates.</p> <p>11.4 The Contractor will not use in the performance of the Works any parts which are not original or which have not been approved by the equipment manufacturers or their local suppliers/agents, unless specifically approved by the Facilities Manager.</p> <p>11.5 The Facilities Manager reserves the right to retest at time any and all materials which have been tested and accepted at the source of supply whether before or after the same have been delivered or installed into the Works, and to reject all materials which, when tested, do not meet the requirements of the Contract, provided</p>	

<p>11.6</p> <p>11.7</p>	<p>always that all costs incurred in connection with the testing or retesting of the materials will be borne by the Contractor if the test shows that materials do not conform with the Contract.</p> <p>Any certificates for demonstrating proof of compliance of materials with plans and specifications required to be furnished by Air Mauritius, will be executed in 3 copies. Each certificate will be signed by an authorised officer of the manufacturing company and will contain the name and address of the Contractor, the project name and location, and quantity and date or dates of the tests to which the certificate applies. Certification will not be construed as relieving the Contractor from furnishing satisfactory or compliant material. After the tests are performed on selected samples and if the material is found not to meet the specific requirements, the entire order may be rejected by Air Mauritius provided that such rejection is reasonable and not vexatious in the light of the circumstances.</p> <p>If the Contractor's submission is returned for correction is not satisfactory and is disapproved by the Facilities Manager, the Contractor will resubmit the material duly corrected or rectified in the same quantity as specified for the original submission, within a reasonable period after receipt by it of the disapproved materials.</p>	
<p>12</p>	<p>ORDERING MATERIAL</p> <p>The Contractor shall place his order for specified materials at the earliest possible date after receiving a work order, or at such times as may be specifically stated elsewhere herein for any particular material. If the Contractor by his failure to order or to deliver on time any specified material, causes interruption or delay in the progress of the Works, then Air Mauritius shall be at liberty to purchase such specified materials in whatever quantities it deems necessary and whatever applicable prices at the time of purchase and the Contractor shall bear the cost plus a 5% charge calculated on the total cost (including delivery charges and other related expenses) and no profit shall be allowed to the Contractor in respect of such items.</p>	

13	<p>SAMPLES</p> <p>Where materials and fittings are required to be "approved", samples will be submitted to Air Mauritius for approval at the earliest possible date and in any case before any order or bulk delivery to the Site is made. All samples which are approved, will indicate the standard to be maintained in the execution of the Works and will be so marked and retained by Air Mauritius, until the completion of the Works. In the case of rejection, further samples will be submitted until they are approved. The Facilities Manager may reject any material or workmanship which is not up to the approved standard. Air Mauritius shall not be required to pay for any samples submitted. Where reference is made to trade names or marker's catalogue numbers, the Contractor must use the exact item required, save that the Contractor may use any article or material similar and equal to what is described only when specifically approved by the Facilities Manager. No claim due to neglect in this respect will be entertained.</p>	
14	<p>CARE AND PROTECTION OF THE WORKS</p> <p>The Contractor will provide everything necessary for the proper protection of materials and completed Works and must also protect all property of Air Mauritius and any other parties and the Site (including road, drains, walls and fencing) from damage or loss, during the carrying out of the Works and the agreement period. Any damage done to such property and the Site by the Contractor's vehicles, equipment or workmen, or by operations or Works of the Contractor under this Contract, will be made good to the satisfaction of the Facilities Manager and at the Contractor's expense.</p> <p>14.1 CHECKLIST, WORKFLOW AND OPERATION PROCEDURES/MANUALS</p> <p>The Contractor will, within a period of 14 days, provide Air Mauritius with a full set of Checklist, Workflow diagrams and Operation Procedures/Manuals for all Works. The information to be furnished will include details on the maintenance schedules, work scope, time frame and lines of accountability. Air Mauritius may from time to time, require the Contractor to furnish additional information in relation to these matters, and the Contractor shall be obliged to comply with such requirement within 14 days.</p>	
15 15.1	<p>SAFETY REQUIREMENTS</p> <p>The Contractor must at its own cost comply with all applicable laws, regulations, by-laws and codes of practice in the conduct of the Works and the performance of the Contractor's obligations under this Contract, relating to safety and other matters, including without limitation the requirements of OSHA 2005.</p>	

15.2	The Contractor shall take all reasonable safety precautions to eliminate danger to his workmen as well as to Air Mauritius's staff, licensees, visitors and public, as well as to the property of Air Mauritius and others.	
15.3	<p>The following are some of the safety measures that the Contractor shall provide in the course of the Works. It shall be the responsibility and duty of the Contractor to ensure that all safety measures deemed by Air Mauritius to be necessary for the proper execution and completion of the Works are complied with:</p> <ul style="list-style-type: none"> • Safety Helmet The Contractor shall provide safety helmets to all workmen who are required to work or pass-through places that are normally exposed to falling materials or objects. • Safety Belts The Contractor shall provide safety belts, life lines and all devices for the attachment of lines to all workmen who are required to work at height in respect of whom the attachment of life lines shall be of adequate strength approved type. • Overhead Shelters The Contractor shall provide as and when directed by the Facilities Manager suitable overhead shelters at places where workmen are required to work or pass which are potentially exposed to falling materials or objects. • Warning Signs The Contractor shall erect and maintain proper warning signboards and barriers during the progress of Works which may endanger the safety of the staff working there or others. The warning signboards and barriers shall be sufficiently large to attract attention and shall include words such as "Danger", "Keep Out", etc as appropriate. • Scaffolding The Contractor shall provide and maintain all scaffolding required for the Works. Scaffolding shall be erected in compliance with the relevant laws, regulations, by-laws and codes of practice and to the satisfaction of the relevant authority(is) and shall be removed when directed by Air Mauritius. • Erection/Dismantling of Scaffolding <ul style="list-style-type: none"> i. Sufficient numbers of workmen must be deployed at the Site in order to ensure that the operation of erecting and dismantling scaffolding is expeditious and smooth. ii. No poles shall be thrown down from the upper floors. iii. The Contractor and his scaffolding sub-Contractor shall be present to control the workmen during the erection and dismantling operation. 	

<p>16.0</p> <p>16.1</p> <p>16.2</p>	<p>DAMAGES TO PROPERTY</p> <p>The contractor shall ensure that no damage is caused by the Contractor to roads, footpaths, power cables, services, drains, electrical cables, gas mains, water mains, communication cables, etc., whether belonging to Air Mauritius or to any government department or third party. The contractor shall make good any damage so caused and shall indemnify Air Mauritius in full against all claims, actions, proceedings, loss, liability, damage, costs and expenses whatsoever that may be brought against Air Mauritius or that it may suffer or incur as a result of the Contractor's breach of this Clause.</p> <p>In the event that any damage as described in the foregoing occurs, Air Mauritius has the right (but not the obligation) to pay to the cost of making good such damage and to require the contractor to reimburse Air Mauritius for such damage plus a 10% administrative charge.</p>	
<p>17</p>	<p>LIABILITY FOR NUISANCE, ETC.</p> <p>It shall be clearly and definitely understood by the contractor that he shall be entirely and wholly responsible for all and every risk and responsibility in carrying out the works and be held responsible for any damage, accident, annoyance, nuisance, or disturbance that may be occasioned to existing premises, occupiers, residents, and users, as well as to adjoining properties, persons, and things, arising out of the carrying out of this contract by the contractor.</p>	
<p>18</p> <p>18.1</p> <p>18.2</p>	<p>ACCESS TO THE AIRPORT SITE</p> <p>The airport site, being in a restricted access-controlled zone, the contractor should ensure that all its employees comply with Air Mauritius security directives and all rules and regulations imposed by Airports of Mauritius Limited (AML) & Department of Civil Aviation (DCA) in so far as access and work procedures are concerned and will be informed of the possible consequences of any infringement of the rules.</p> <p>All Contractors' vehicles and equipment will need to be cleared by AML security before accessing the site. The contractor will incur any costs arising from the mentioned site access restrictions</p>	

19	<p>REMOVAL OF UNSATISFACTORY AND UNAUTHORISED WORK</p> <p>All works that have been rejected or condemned shall be repaired by the contractor, or if it cannot be repaired satisfactorily, shall be removed and replaced at the Contractor's expense. Defective or non-complying materials or Works shall be immediately removed from the site, failing which Air Mauritius shall be entitled (but not obliged) to effect such removal at the contractor's cost and shall be entitled to dispose of the said materials or works without obligation to account to the contractor for the same. For the avoidance of doubt, Air Mauritius shall not be obliged to pay the Contractor for any defective, non-complying or unsatisfactory materials or works.</p>	
20	<p>DUMPING OF UNWANTING BUILDING DEBRIS, ETC.</p> <p>The contractor is prohibited from dumping unwanted building debris and/or doing anything that may cause choking or lead to mosquito breeding. The contractor will arrange at its own cost to remove all rubbish, unwanted building debris, earth, rubble, and waste material from the site and dispose of the same only at legal authorized dumping grounds regularly from time to time and/or as requested by the facilities manager. The contractor shall leave the site clean at all times during and upon completion of each work order, to the satisfaction of the facilities manager.</p>	
21	<p>LIQUIDATED AND ASCERTAINED DAMAGES</p> <p>Without prejudice to any right of action or remedy of Air Mauritius against the contractor for any antecedent breach of the terms of the contract by the contractor, in the event that the contractor does not carry out any item of the works stipulated in the contract, carries out, or completes any item of the works outside the specified hours or carries out or completes any item of the Works not in accordance with the specified frequency or work specifications, Air Mauritius may deduct from the Contract price sum or sums being liquidated damages as stipulated in the contract, and/or engage its laborers and/or other contractors to perform any item of the work, and the contractor will be liable for all damages, liabilities, expenses, and costs whatsoever incurred by Air Mauritius.</p>	
22	<p>ASSIGNMENT AND SUB-CONTRACTING</p>	
22.1	<p>The contractor shall not assign or subcontract, either wholly or in part, the contract or its rights, duties, and obligations hereunder, without the written consent of Air Mauritius.</p>	

22.2	In the event of the works being sub-contracted with the written consent of Air Mauritius, the contractor shall be solely and personally responsible for the due observance by such authorized sub-contractors of all the terms and stipulations and conditions of the contract.	
22.3	Air Mauritius may by signing at least one week's prior notice to the contractor, assign or novate all or any of Air Mauritius rights, duties and obligations under the contract to another party, and the contractor hereby consents to such assignment and innovation.	
23	ACCESS FOR SUPERINTENDING OFFICER TO WORKS	
23.1	The Facilities Manager and/or his representative shall at all reasonable times to have access to the offices, workshops, and other areas occupied or used by the contractor where works are being undertaken.	
24	POWER TO TAKE WORKS OUT OF CONTRACTOR'S HANDS	
	If the contractor, after receipt of a written notice from the Facilities Manager requiring compliance with any of the instructions of the Facilities Manager or Air Mauritius within a period to be specified in the notice, fails to comply with such instructions, the Facilities Manager may, without prejudice to the exercise of his conditions hereof, employ, and pay other persons to execute the Works whatsoever that may be necessary to give effect thereof and all additional cost incurred by Air Mauritius in connection therewith, over and above such costs which would have been incurred had the contractor complied with such instructions will be recoverable from the contractor by Air Mauritius as a debt or may be deducted by Air Mauritius from any money due to or becoming due to the contractor.	
25	REMOVAL OF PROPERTY	
25.1	The contractor shall not remove any property, including discarded and unused items from the site, without written authorization from Air Mauritius or the Facilities Manager.	
25.2	To remove items from the site, the contractor must submit to the duty officer at the security post a copy of the Removal Authorization Form (which he must prepare in triplicate) signed by the Facilities Manager.	

25.3	The contractor shall ensure that its employees remove no item from the Site. The contractor shall return to Air Mauritius all items belonging to Air Mauritius or other parties regardless of how these said items may have come into its possession. The contractor will be liable for the cost of any item so removed and will indemnify Air Mauritius in full against all liability resulting from such removal. The said cost will be deducted from the contractor's monthly invoices but under advice from the contractor.	
26	<p>CONTRACTOR'S DUTY OF CARE</p> <p>26.1 The contractor owes a duty of care to act in the utmost good faith and interest in Air Mauritius. If, in the opinion of Air Mauritius, the contractor has not exercised care and/or failed to act in the best interests of Air Mauritius in its execution of the works, either in part of full, Air Mauritius may, without prejudice to any rights Air Mauritius may have under the Contract, be entitled to compensation, specific performance and/or any other right, power, or remedy as appropriate and as Air Mauritius may deem fit, including without limitation, termination of the contract.</p> <p>26.2 If the contract is terminated, whether by Air Mauritius or the Contractor: The contractor will pay Air Mauritius all losses, liabilities, damages, costs, and expenses suffered or incurred by Air Mauritius arising from or in connection with such termination.</p>	
27	<p>LOCAL AND OTHER AUTHORITIES' NOTICE AND FEES</p> <p>The contractor shall comply with and give notices and pay all fees required by any laws, regulations, orders, or by-laws of any government departments, authorities, or public service corporations relating to the execution of the works or the supply of services in connection with the works, and the contractor will keep Air Mauritius fully indemnified against all fees, charges, penalties, and liabilities of every kind arising from the breach of the contractor's obligation hereunder.</p>	
28	<p>LAW OF MAURITIUS</p> <p>The contract will be governed by and construed according to the laws for the time being in force in the Republic of Mauritius.</p>	
29	<p>AML SECURITY SCREENING</p> <p>The contractor must adhere to Airports of Mauritius Ltd.'s (AML) security screening procedures for all its employees who will be deployed for the performance of the works.</p>	

<p>30</p> <p>30.1</p> <p>30.2</p> <p>30.3</p>	<p>WORK PROCEDURES</p> <p>Upon notification of any minor works via Work Order, the contractor has to submit within seven (7) days, or such time as may be agreed with the Facilities Manager, a written quotation to the Facilities Manager and to commence work within 2 days after acceptance of the quotation by the Facilities Manager.</p> <p>The contractor will assist the Facilities Manager in taking over a completed project or a new installation. It will be the responsibilities of the contractor at his own cost, to inspect, check, and list all defects and submit them to the Facilities Manager.</p> <p>The Contractor will take note of the responsibilities and the extent of the routine service to be carried out by other contractors engaged by Air Mauritius, if applicable.</p>	
<p>31</p>	<p>CONTRACT SUM AND PAYMENT</p> <p>The contractor may submit payment application on a monthly basis to the Facilities Manager for valuation and certification for the fixed Contract Sum, cost for Fix It works and cost for Minor works. Payments will be affected as specified in the contract documents. Payment for the routine maintenance work will be done on a monthly basis.</p>	
<p>32</p> <p>32.1</p> <p>32.2</p>	<p>USE OF EXISTING OFFICE / MAINTENANCE SPACE</p> <p>Adequate space for an office and workshop will be provided by Air Mauritius to the contractor for his use. The Contractor will be fully accountable for and keep the existing facilities in working condition, and will carry out, at its own expense, all necessary maintenance and repair arising from its usage of the existing facilities, and will meet all statutory requirements for such at his own expense. If, as a result of any negligence of the contractor, Air Mauritius may carry out any maintenance and repairs, and the contractor will pay Air Mauritius and the cost thereof, upon demand. The office space provided to the contractor will be bare. The contractor will have to fit out the office and store to his requirements at his own cost. An incoming power, water, and telephone supply will be provided.</p> <p>The contractor will not make any additions or alterations to the existing facilities without the prior approval of Facilities Manager. All alterations and additions made by the contractor will become the Property of Air Mauritius, and the contractor will not have any rights of removal. Notwithstanding the foregoing, Air Mauritius may, at the expiration or earlier termination of the contract, require the Contractor to remove any or all such alterations or additions at the contractor's expense.</p>	

<p>33</p> <p>33.1</p> <p>33.2</p> <p>33.3</p> <p>33.4</p>	<p>TELEPHONES, WIRELESS PAGERS, WALKIE TALKIES, E-MAIL AND CLERICAL / TECHNICAL STAFF</p> <p>The contractor will provide and maintain it in his office, telephone services and e-mail, as well as clerical staff who will be capable of receiving verbal instructions in English.</p> <p>The contractor will furnish the following telephone numbers to Air Mauritius:</p> <ul style="list-style-type: none"> a) Main office and branch office telephone numbers b) Engineers' and all technicians' telephone number (handphone, office and residence) c) The contractor's own hand phone, office, telephone number where he can be contacted during the night and after office hours for emergency instructions. <p>The contractor's engineer, managers, and technicians will be available at all times, 24 hours a day, 7 days a week.</p> <p>The contractor will provide sufficient communication equipment such as mobile phones or walkie-talkies for his technical staff at all times.</p> <p>The cost incurred through the purchase, rental, license fees, and all other fees and costs arising from the use of the equipment for site staff, Facilities Manager, and employer will be borne by the contractor.</p>	
<p>34</p>	<p>TOILET FACILITES</p> <p>Toilet facilities are available for the contractor and his workers.</p>	
<p>35</p>	<p>CONSUMABLE MATERIALS</p> <p>The contractor will supply, but is not limited to, the following consumable materials as and when required at no additional cost to Air Mauritius.</p> <ul style="list-style-type: none"> a) All compressor oil and refrigerant are used for topping up during servicing. The above material will comply with the manufacturer's recommendations. b) All oil, grease, or any lubricant required for the lubrication of motor bearings, pivot valves, and any other parts c) All degreasing or chemical agents for cleaning the kitchen and toilet exhausts, chillers, air handling units, windows, and split air-conditioning units and any other mechanical, electrical, electronic equipment, and building facilities. d) All rags, soap, detergent, and other cleaning materials agent or disinfectant. 	

	<p>e) All chemicals used for the cleaning of water tanks.</p> <p>f) Tapes, e.g., insulation tapes, aluminium masking tapes, etc.</p> <p>g) Sealants for electrical cables and fittings.</p> <p>h) All ironmongery, not limited to bolts and nuts, screws, nails, stud washers, UPVC gum connectors, locking pins, split pins, cable ties, etc.</p> <p>i) Materials or gases for welding or soldering.</p> <p>j) Battery water.</p>	
36	PURCHASE OF SPARE PARTS AND MATERIALS	
36.1	All spare parts and materials required for the System and Assets listed in the tender and contract documents will be at the cost and expense of Air Mauritius.	
36.2	It is within the jurisdiction of Air Mauritius to decide whether materials and spares necessary for the proper execution of the works are going to be purchased directly by MK or by the contractor. Except as otherwise agreed with the Facilities Manager, the spare parts and materials necessary for the proper execution of the works will be purchased by the contractor on behalf of Air Mauritius, based on three (3) quotations of the unit price of any one item exceeds Rs. 5,000 per job, except in cases of a sole agent, emergency cases, or as instructed by the Facilities Manager. The contractor will be paid a percentage overhead charges for all purchases. The contractor will monitor and recommend to Air Mauritius the type of spare parts to be stored, the maximum and minimum stock levels, and the re-ordering levels to ensure that there are always sufficient stocks stored. He will identify and report common parts and carry out material analysis as and when deemed necessary by Air Mauritius.	
36.3	If the contractor or its sister companies are the sole agent, supplier, or one of the distributors of such materials or parts, then the contractor will be allowed to purchase on a single quotation. In such a case, a preferential discounted rate will be mutually agreed upon and applied.	
36.4	A list of common and/or regular spares will be drafted by the Contractor with agreed prices (excluding percentage overhead charges), which will be valid for every 3 months and will be updated accordingly to include agreed prices and items of recurrent nature. The contractor will be reimbursed for the cost of parts plus the percentage overhead charges. These spares will be used for all Fix It works and minor works wherever applicable.	
36.5	All costs must be approved by Air Mauritius before the Contractor makes the purchase.	

<p>37</p> <p>37.1</p> <p>37.2</p>	<p>PURCHASE OF NON-STOCK ITEMS</p> <p>For the purchase of spare parts and materials for non-stock items per job basis, the contractor on behalf of Air Mauritius will purchase in accordance with previous clause 36.2. The Contractors will be allowed to purchase directly from a single supplier for any item whose unit price is less than Rs. 5,000 or as may be decided by the Facilities Manager. In the event such an item is deemed to become recurrent, as proposed by the contractor and agreed upon by the facilities manager, the item will be included in the quarterly list of items as defined in Section 36.4 above.</p> <p>In case of the contractor or its sister companies are the sole Agent/supplier or one of the distributors of such materials or parts, then the contractor will be allowed to purchase on a single quotation. In such a case, a preferential discounted rate will be mutually agreed upon and applied prior to the purchase.</p>	
<p>38</p> <p>38.1</p> <p>38.2</p> <p>38.3</p> <p>38.4</p> <p>38.5</p>	<p>PROVISION OF PERSONNEL</p> <p>The contractor will designate in writing the manager as the responsible officers for its operation, and he will be physically present on-site during office hours.</p> <p>The contractor will maintain sufficient competent staff at all times to attend to at least two simultaneous emergency calls (Priority 1) in any failure of the mechanical, electrical, or building facilities, etc., at each of the premises as well as putting staff on standby if required.</p> <p>For the “Fix-It program” for the premises, the contractor will provide an adequate number of skilled workers to carry out the work. It is to be clearly understood that the contractor is solely responsible for the success of this program.</p> <p>It is the duty of the contractor to ensure that sufficient Staff are provided to carry out preventive and routine maintenance work and attending to any emergency breakdowns. The cost of provision of all such personnel required for all works will be deemed to be included in the contract sum. Any cost incurred due to any additional personnel requested by the employer Due to unsatisfactory performance, the contract will be borne by the contractor, and any claims for costs will not be entertained.</p> <p>Sufficient clerical and administrative staff will be provided by the contractor at the premises during office hours attends to general clerical matters.</p> <p>Any instructions given by the superintending officer to the Contractor's manager, engineers, executives, or supervisory Staff will be deemed to</p>	

<p>38.6</p> <p>38.7</p> <p>38.8</p> <p>38.9</p> <p>38.10</p> <p>38.11</p> <p>38.12</p>	<p>be giving instructions to the contractor, who will carry them out expeditiously.</p> <p>The contractor's operation personnel or technician will wear approved uniform with a name tag at all times when working the contract area. Supervisory staff is excluded. All staff to comply with the hygiene requirement of a dust coat and hair net in restricted kitchen/food preparation areas and cold rooms, as may be required by Air Mauritius. All costs of dust coat, uniforms, laundry, and a hair net will be included in the contract sum.</p> <p>The contractor's manager, engineers, executive, and supervisory staff and skilled workers will not be replaced without the prior consent of the Facilities Manager.</p> <p>Notification will be given to the Facilities Manager for any staff who are away or expected to be away from the Works for more than 3 days. A suitable replacement must be readily available and approved by the Facilities Manager.</p> <p>It will also ensure that the above workers are not the contractor in any other work or activity, which does not fall under the scope of this contract without the consent of Air Mauritius.</p> <p>Air Mauritius reserves the right to refuse admission to the premises occupied by or on behalf of Air Mauritius by any person employed by the contractor or by a sub-contractor, whose Admission would be, in the opinion of Air Mauritius undesirable.</p> <p>In the event of any resignation of staff, the contractor will find a suitable replacement within one (1) month from the date of absence from work. If the contractor fails to replace the staff within this period, the Facilities Manager will have the right to deduct from the contract sum at a rate equal to twice the last basic payoff for the absent staff. Contractor must forward a pay slip upon written request for such staff for Facilities Manager's computation. For periods less than one (1) month, this will be pro-rata. The effective date of the deduction will be one (1) month from the date of absence from work.</p>	
<p>39</p>	<p>DAYS AND HOURS OF WORKING</p> <p>Working hours for Planned/Preventive Maintenance works and Fix It works will be as follows:</p> <ul style="list-style-type: none"> • Mondays to Fridays - 08:00 to 17:00 Hours • Saturday - 08:00 to 12:00 Hours <p>Please refer to the Minimum Staffing Schedule provided in the Tender document for Night Shift and On Call staffing requirements.</p>	

<p>40</p> <p>40.1</p> <p>40.2</p> <p>40.3</p> <p>40.4</p> <p>40.5</p> <p>40.6</p>	<p>ROUTINE AND PREVENTIVE MAINTENANCE</p> <p>The contractor will provide Air Mauritius has an annual routine and preventive maintenance program for all the Systems and Assets as listed in the contract or tender documents The contractor will submit to the facilities manager a monthly report covering details of the periodic inspection and servicing accomplished and outstanding, including all faults rectification work done 7 days after the end of each calendar month. All major equipment failures must be notified to the facilities manager should take immediate action.</p> <p>All Priority 1 breakdown reports will have to be reported immediately to the Facilities Manager. The monthly report will include, but will not be limited to a log showing the time when A fault notice is received, and time when the rectification work is initiated. In addition, the nature of the fault and the actual time taken for the necessary adjustment or repair will also be duly recorded. The computer-generated report with proper endorsement will be accepted.</p> <p>Analysis of all the above reports will be required from the Contractor 7 days after the end of each calendar month.</p> <p>The contractor will take preventive actions to remove the cause of recurrent maintenance problems as opposed to merely performing obvious repairs. A detailed report and actions to be forwarded to the facilities manager for evaluation.</p> <p>For faulty equipment, the contractor will repair the faulty parts as opposed to merely replacing parts, unless it is beyond economical repair. A detailed diagnostic report and recommendations to be forwarded to the facilities manager for evaluation.</p> <p>The contractor will provide the necessary manpower, tools, and equipment, including boom lifts or scaffolding for repairing and revamping of high bay lights in the hangars, the contract period. The cost of such repairing and revamping work will be deemed to have been included in the contract sum.</p>	
<p>41</p>	<p>LIQUIDATED DAMAGES FOR NON-COMPLETION OF ROUTINE AND PREVENTIVE MAINTENANCE</p> <p>The contractor will carry out routine and preventive maintenance work as specified in the contract document, failing which it will pay Air Mauritius liquidated damages of five percent (5%) of the pro-rata monthly contract sum per incident per system failure due to insufficient or lack of preventive maintenance. This may be waived if the contractor proves that the non-completion was due to circumstances beyond its control. The decision of the facilities manager will be final on this matter.</p>	

42	RESPONSE TO URGENT REPAIR													
42.1	The following amount, or a pro-rata amount, will be deducted from the contract sum for any failure of the contractor to attend to the faults at the premises that require to be rectified as part of maintenance work within the stipulated time:													
	<table border="1" data-bbox="339 450 1208 736"> <thead> <tr> <th data-bbox="339 450 496 595">Priority</th> <th data-bbox="496 450 743 595">Response Time</th> <th data-bbox="743 450 1208 595">Amount of Penalty (If the response time is exceeded)</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 595 496 645">1</td> <td data-bbox="496 595 743 645">¼ hour</td> <td data-bbox="743 595 1208 645">Rs 3000/ per hour</td> </tr> <tr> <td data-bbox="339 645 496 694">2</td> <td data-bbox="496 645 743 694">4 hours</td> <td data-bbox="743 645 1208 694">Rs 1000/ per hour</td> </tr> <tr> <td data-bbox="339 694 496 736">3</td> <td data-bbox="496 694 743 736">24 hours</td> <td data-bbox="743 694 1208 736">Rs 500/ per hour</td> </tr> </tbody> </table>	Priority	Response Time	Amount of Penalty (If the response time is exceeded)	1	¼ hour	Rs 3000/ per hour	2	4 hours	Rs 1000/ per hour	3	24 hours	Rs 500/ per hour	
Priority	Response Time	Amount of Penalty (If the response time is exceeded)												
1	¼ hour	Rs 3000/ per hour												
2	4 hours	Rs 1000/ per hour												
3	24 hours	Rs 500/ per hour												
42.2	<p>The Priority of faults is defined as:</p> <ul style="list-style-type: none"> a) Priority 1 will be faults that are emergencies or life-threatening nature or to protect assets (e.g., major power failure, pipe burst, flood, or any other critical or important matter etc.) as determined by the Facilities Manager. Notwithstanding the response time, the jobs will be acted upon and completed within 3 days, failing which the contractor will pay Air Mauritius liquidated damages of Rs 3000 per hour but limited to Rs 100,000 per incident. This may be waived if the contractor proves that the delay is due to circumstances beyond its control. The decision of the facilities manager is final on this matter. b) Priority 2 will be faults that are of an urgent nature. (e.g., leaking, user complaint, choke, etc.) c) Priority 3 will be faults that are of a routine nature. (e.g., lamp failure in public areas, etc.) 													
42.3	Response time will mean the time of complaint to the Contractor to the time when suitably qualified maintenance staff arrived at the site and logged his arrival.													
42.4	After responding to the fault reported, the contractor should act on it immediately and ensure that the repair is carried out within three (3) days.													
42.5	If the response time is exceeded, Air Mauritius may give the Contractor an opportunity to explain, Air Mauritius may waive whatever amount is due hereunder, if it is satisfied with the Contractor's explanation.													

<p>43</p> <p>43.1</p> <p>43.2</p> <p>43.3</p>	<p>CHANGES BY AIR MAURITIUS</p> <p>If Air Mauritius proposes changes to the systems and assets listed in the contract document or alteration or renovation which affects the buildings/facilities listed in Contract document, Air Mauritius will refer all such proposals to the Contractor for consideration. This procedure is necessary to ensure the integrity and safety of the systems and assets. If as required by the employer, Air Mauritius, the contractor will carry out the changes in accordance with the procedures laid down at the expense of Air Mauritius, including any expenses for subsequent maintenance services provided thereof.</p> <p>Works carried out by the Contractor under this section will be paid by Air Mauritius in accordance with the provision of the Articles of Agreement.</p> <p>In the event that certain portions of the buildings are covered under this contract are taken over for development projects or the list of systems and assets to be maintained has been reduced, Air Mauritius reserves the right to inform the Contractor to suspend maintaining the affected systems and/or facilities till further notice. The amount to be deducted from the contract will be in accordance with the priced bill of quantities.</p>	
<p>44</p> <p>44.1</p> <p>44.2</p> <p>44.3</p>	<p>AVAILABILITY OF SYSTEMS AND ASSETS</p> <p>For the purpose of repairing (making good) all faults or defects, the contractor will proceed with diligence and dispatch men to carry out the repairs or replacement to minimize the downtime or non-availability of the systems and assets.</p> <p>The contractor will complete the servicing, repairs, or replacements and make the systems and assets available to the satisfaction of the Facilities Manager and to complete the repair within the stipulated time frame. If the contractor fails to complete a repair within three (3) days from the response time, he will pay Air Mauritius the sum of Rs 3,000.00/ hour. Air Mauritius may waive the amount due hereunder if it is satisfied with the contractor's explanation for the delay.</p> <p>Air Mauritius reserves the right to engage others to rectify the incomplete work and all costs, plus 10% administrative charges will be borne by the contractor.</p>	

45	<p>DESPATCH OF EQUIPMENT FOR OVERHAUL OR REPAIR</p> <p>If the contractor is required to send any items from the system and assets outside Mauritius for overhaul or repair with the approval of Air Mauritius, then the contractor will be reimbursed for all the costs incurred in the dispatch, overhaul, repair, return, and reinstallation of the items upon satisfactory proof of all such costs and expenses.</p>	
46	<p>OCCUPANCY AND USE ON SITE</p> <p>The contractor's attention is drawn to the fact that the buildings and surroundings will be in continuous use and are warned that under no circumstances whatsoever are any of the functions to be disrupted during the progress of any works. The contractor will provide all necessary warning light, signs, etc., at various positions as may be required by Air Mauritius. The contractor will inform Air Mauritius well in advance before the commencement of work, which may disrupt the operation of Air Mauritius.</p>	
47	<p>LOCALLY MANUFACTURED MATERIALS</p> <p>Whenever any materials required for the Works is manufactured in the Republic of Mauritius and bearing the MS Mark of Quality, Air Mauritius will give preference to the use of that material in lieu of an equivalent imported material provided that, in the opinion of Facilities Manager the material is considered satisfactory with regard to quality, etc. In any case of doubt, the Contractor should refer to Facilities Manager to enquire whether acceptable locally manufactured materials are available for use in the works.</p>	
48	<p>WARNING SIGNBOARDS, BARRICADES AND WARNING LAMPS</p> <p>Sufficient warning signboards, barricades and warning lamps will be provided by the Contractor to warn the occupants/ public of danger when Works are carried out in public areas and roadways, all to the satisfaction of the Facilities Manager.</p>	
49	<p>ELECTRICITY</p> <p>Where electricity is available within Air Mauritius premises Other than the office, it may be used by the contractor for lighting, hand tools, and similar machines, upon approval of the facilities manager. The contractor will also comply with all relevant electrical regulations and any special instructions from Air Mauritius.</p>	

<p>50</p> <p>50.1</p> <p>50.2</p>	<p>CLEANING UPON COMPLETION</p> <p>The contractor will remove all rubbish arising under this Contract from the sites from time to time and as instructed by Air Mauritius and leave the sites clean and tidy on completion of each work order or contract, all to the complete satisfaction of the facilities manager.</p> <p>Upon Completion of any of the Works, the Contractor is to ensure that the site is cleaned before hand over to Air Mauritius including making good any existing item e.g., ceiling, wall and flooring etc. The Contractor will inform the Facilities Manager in writing that the Works are completed, system tested and put into operation.</p>	
<p>51</p> <p>51.1</p> <p>51.2</p> <p>51.3</p>	<p>DOCUMENTATION</p> <p>The contractor will have to constantly update all drawings, tracings and manuals to reflect latest modification or site verification of the systems and buildings.</p> <p>The Contractor will update all existing manuals, drawings and other documentation for any modification and development done by others in the Contract Area as long as these works are handed over to them upon completion.</p> <p>The information will be properly updated in a manner approved by the Facilities Manager.</p>	
<p>52</p>	<p>SWITCHING / SERVICING OF ELECTRICAL INSTALLATION</p> <p>The contractor's engineer for the electrical installation is to be present whenever there are any major switching, servicing operations, or modifications being carried out as required by Air Mauritius or the relevant authorities. He will also issue a "permit-to-work" and a "clear area certificate". All costs for such services are deemed to have been included in the contract sum.</p>	
<p>53</p> <p>53.1</p> <p>53.2</p>	<p>USE OF THE COMPANY'S NAME</p> <p>The Contractor will not use the name of Air Mauritius in any advertisements, news, release, handouts or documents, either locally or abroad for any purpose either for its own or for that of Air Mauritius without prior specific written permission from them.</p> <p>The Contractor will not display any advertisements on any of Air Mauritius's lands, buildings, sites, equipment, or permits any advertisement to be displayed by others without written permission of Air Mauritius.</p>	

<p>54</p> <p>54.1</p> <p>54.2</p>	<p>WEEKLY / MONTHLY MEETING</p> <p>The contractor, or his authorised representatives will regularly attend meetings at the office as scheduled by the Facilities Manager to review the service standard achieved by the contractor and to identify current major or recurrent problems encountered so as to effect improvement the overall performance of this contract.</p> <p>The Contractor will have to prepare and submit a weekly/monthly report for the work done. The format of reporting will have to be approved by the Facilities Manager.</p>	
<p>55</p> <p>55.1</p> <p>55.2</p>	<p>SUPPLY AND DELIVERY OF FUEL</p> <p>The Contractor will supervise the supply and delivery of fuel for building services equipment. The supplier for fuel will be nominated by Air Mauritius.</p> <p>The contractor will check and inform the Facilities Manager weekly or at any frequency as required by the Facilities Manager to ensure that the fuel levels in fuel tanks are always kept at a level not lower than the half-full tank mark at any time. The contractor will give the facilities manager ten (10) days advance notice for any projected topping-up requirement.</p>	
<p>56</p>	<p>REPORTS</p> <p>The following are some of the reports to be submitted by the Contractor to Air Mauritius. This list will not be exhaustive and if the Facilities Manager deemed necessary for Air Mauritius to monitor the performance of the Contractor, other reports will be requested.</p> <ul style="list-style-type: none"> A. Weekly preventive maintenance job sheets B. Half yearly tools and equipment inventory history C. Monthly manpower status and attendance sheet D. Monthly spare parts consumption and monthly cumulative expenditures on spare parts and materials E. Weekly fault report summary F. Monthly maintenance/repair activity and performance report 	
<p>57</p> <p>57.1</p> <p>57.2</p>	<p>HANDING OVER TO NEW CONTRACTOR</p> <p>The contractor will have to prepare a detailed handover program, procedures, and testing specifications, three (3) months prior to the expiry of this contract so as to enable the incoming contractor to take over the maintenance.</p> <p>The tools and equipment on loan by Air Mauritius to the contractor will have to be handed over to the incoming contractor.</p>	

<p>58</p> <p>58.1</p> <p>58.2</p>	<p>EXTENSION OF CONTRACT</p> <p>The Contract will be for a period of three (3) years.</p> <p>Air Mauritius may exercise its discretion to extend the contract or part thereof for a further period of not more than twelve (12) months on the same terms and conditions. Such a notice of extension will be given in advance in writing by the Facilities Manager before the end of the contract period. The fixed contract sum in the case of the extension of this a contract will be agreed upon mutually between Air Mauritius and the contractor, while all other rates and pricing conditions are set out the tender document will remain the same. The Contractor will renew performance security and all insurance policies for the purpose of the extended period. The contractor will have no right to reject the option offered by Air Mauritius.</p>	
<p>59</p>	<p>NO SMOKING REGULATION</p> <p>The Contractor will strictly observe and abide by the "No Smoking" regulations in the Contract Area. All employees and agents of the Contractor will refrain from smoking within Air Mauritius's premises except for designated areas where smoking is allowed.</p>	
<p>60</p>	<p>SPECIALIST WORK AND EQUIPMENT</p> <p>Air Mauritius will pay the contractor the actual cost of hiring of specialists or specialist equipment, as listed below for the maintenance of the premises, equipment, and facilities which breakdown needs repairs and inspections.</p> <ul style="list-style-type: none"> a) Gondolas (attached to the eaves of buildings) b) Scaffolding in excess of ten (10) meters in height and two (2) meters in width other than the one to be used for scheduled maintenance of light fittings in the hangars, cabin services Building (EPT and Inflight Services) and Cargo Shed. <p>The contractor will be entitled to a 5% overall allowance on any manpower cost, establishment, or administration charge for hiring any specialist equipment, including the above as agreed with the facilities manager.</p> <p>For Planned and Preventive Maintenance including associated repair works of High Bay lights in Hangars, Cabin Services Building (EPT & Inflight Services Warehouse and Cargo Shed, the cost of scissor and boom lift shall be included in the Contract Sum. It is mandatory a boom lift of 28m height be always available on site for all PPM and breakdown maintenance works.</p>	

61	<p>DEFINITION OF STAFF DESIGNATION</p> <p>61.1 The Facilities Manager will give special consideration on a case-by-case basis for proposed staff with insufficient technical/academic qualification but with extensive experience.</p> <p>61.2 The Facilities Manager's decision will be final. All rejected staff will vacate the premises immediately upon receipt of Facilities Manager's instruction.</p> <p>61.3 All proposed staff will be approved by Facilities Manager before being deployed to the premises.</p>	
62	<p>SCOPE OF TERM CONTRACT WORK</p> <p>62.1 An order given to the contractor by the issuer of a signed written instruction of service requisition by the Facilities Manager will constitute a requisition within the scope of this contract. The decision of the Facilities Manager as to what constitutes a single order will be final and conclusive.</p> <p>62.2 The contractor will carry out and complete the works in accordance with this contract in every respect with the directions and to the reasonable satisfaction of the Facilities Manager, who may, in his absolute discretion and from time to time, issue written instructions, written directions and written explanations (all of which are hereafter collectively referred to as "Facilities Manager's Instructions") in regards to:</p> <ul style="list-style-type: none"> a) the variation or modification of the quality or quantity of the works or the addition of any work; b) the removal from the site of any materials brought thereupon by the contract and the substitution of any other materials thereof; c) the removal and/or re-execution of any works executed by the Contractor; d) the dismissal from the works of any person in breach of the Employment of Illegal Workers clauses; the opening up for inspection of any work covered up; e) the amending and making good of any defects under the conditions of the Contract. <p>62.3 The Contractor will forthwith comply with and duly execute any work comprises in such "Facilities Manager's Instructions".</p> <p>62.4 For the purpose of this Contract, the Specifications, Schedule of Rates, Works Order issued pursuant to the provision of this Contract and instructions from the Facilities Manager will be deemed to be mutually explanatory to each other unless specified otherwise.</p>	

<p>63</p> <p>63.1</p> <p>63.2</p> <p>63.3</p> <p>63.4</p>	<p>MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION</p> <p>All materials and workmanship will, so far as procurable, be of the respective kinds defined in the National Schedule of Rates or as per specifications provided by the Facilities Manager and the contractor will, upon the request of the Facilities Manager furnish him with vouchers to prove that the materials comply therewith. The Contractor will arrange for and/or carry out any test of any materials which the Facilities Manager may in writing require and the cost thereof will be added to the amount of the Works Orders unless the test show that the said Materials and/or workmanship are not in accordance with this clause.</p> <p>Samples. Where materials, and fittings are specified to be 'Approved' samples will be submitted for approval at the earliest possible date after notification of acceptance of the Contractor's proposal and before any orders or bulk delivery to the site is made.</p> <p>All samples which are approved will indicate the standard to be maintained in the execution of the Works and will be so marked and retained by the Facilities Manager until the completion of the Works. In the case of rejection, further samples will be submitted until they are approved. The Facilities Manager may reject any material or workmanship which, in his opinion, is not up to the approved standard. All samples submitted will be free of charge.</p> <p>Where reference is made to trade name or maker's catalogue numbers the Contractor may use any article or material similar and equal to those described only when specifically approved by the Facilities Manager. No claim due to negligence in this respect will be entertained.</p>	
<p>64</p> <p>64.1</p> <p>64.2</p>	<p>FOREMAN AND ASSISTANT</p> <p>The Contractor will keep constantly on the site of the Work site a competent foreman who is:</p> <ul style="list-style-type: none"> a) authorized to receive Works Order/verbal instructions; b) authorized to sign invoices, negotiation on claims and purchase materials as and when required; c) able to read, write and communicate in English; provide with a pager and a mobile hand-phone. <p>The Contractor will also provide the foreman with such assistants in such trade as may be necessary and in default, the foreman and the assistant will be supplied by Air Mauritius and all expenses in connection therewith will be recoverable from the contractor. The decision of the Facilities Manager in this matter shall be final and conclusive.</p>	

64.3	Any direction given to such foreman and his assistant will be held to have been given to the Contractor. The Contractor will at his own cost and expense provide a pager for his foreman and/or Assistant who will carry such pager at all times for the purpose of executing this Contract.	
64.4	The Contractor will submit the name of the foreman. Any change of site foreman assigned will be made by the Contractor in writing seeking approval from the Facilities Manager at least one (1) month in advance. The change of site foreman must be approved by the Facilities Manager.	
65	<p>RECEIVING DAILY INSTRUCTION</p> <p>The Contractor or his representative will call at the office of the Facilities Manager every official working day between the hours of 0900 hours and 1000 hours or any other time agreed by the Facilities Manager to receive Works Orders, verbal or written instructions etc. Any directions or explanations given to the representative will be held to have given to the Contractor.</p>	
66	<p>EMERGENCY REQUEST</p> <p>The Contractor is to note his implicit responsibility to provide for skilled/unskilled worker(s) to be on stand-by to receive and act upon calls made after office hours, Sundays and Public Holidays. The Contractor is to ensure that (at any time) the worker(s) can easily and readily be contacted, failing which Air Mauritius reserves the right to engage another Contractor to carry out the Works and all costs incurred will be recoverable from the Contractor.</p>	
67	<p>NATIONAL SCHEDULE OF RATES</p> <p>The percentage variation allowed, that is, additions and deductions to the National Schedule of Rates are as provided in the Contract/Tender documents.</p>	
68	<p>DAMAGES FOR NON-COMPLETION</p> <p>If the Contractor:</p> <ul style="list-style-type: none"> a) fails to complete any Work Order under Mauritius Rupees Five Hundred (Rs 500) within seven (7) days of receipt of Works Order; or 	

	<p>b) fails to complete a Works Order by the date given in the Works Order or within six (6) weeks from the date of the Works Order and the Facilities Manager certifies in writing that in his opinion the same ought reasonably so to have been completed the Contractor will pay Air Mauritius a sum calculated at the rate stated in the schedule hereunder as liquidated and ascertained damages for the period including Saturday, Sunday and Public Holidays during which the Works Order will so remain or have remained incomplete and the Facilities Manager may deduct such damages from any monies due to the Contractor.</p>	
69	<p>FAILURE BY CONTRACTOR TO COMPLY WITH FACILITIES MANAGER'S INSTRUCTIONS</p> <p>If the Contractor, after receipt of a written notice from the Facilities Manager requiring compliance within seven days, fails to comply with the Facilities Manager's Instructions, the Facilities Manager may employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith will be recoverable from the Contractor by Air Mauritius as a debt or may be deducted by him from any monies due or to become due to the Contractor.</p>	
70	<p>PAYMENT OF WORKS ORDER</p>	
70.1	<p>The amount of the Works Order will be paid to the Contractor within forty-five (45) days from the date of the Works have been certified by Air Mauritius to have been satisfactorily completed, provided that Air Mauritius may deduct from the said amount any debts, costs and/or sums due to Air Mauritius and payable by the Contractor on any other Works Order,</p>	
70.2	<p>The Contractor will make every endeavor to keep monthly progress payment up to date by presenting bills of works completed before the first week of every month or other. Suitable equal periods acceptable to the Facilities Manager In the event of non-compliance with the aforesaid, the Contractor will produce a satisfactory written explanation to the Facilities Manager.</p>	
70.3	<p>In the event of doubt arising as the correct use or inclusion of rates for the working-up of bills, the Facilities Manager will be referred to and his decision will be final.</p>	
70.4	<p>Payment of Works Order will not be considered conclusive evidence as to the sufficiency of any work or materials to which it related nor will it relieve the Contractor from his liability which includes amending and making good all defects, shrinkages, other faults or damage as provided by the Contractor.</p>	

71	IMMEDIATE ATTENDANCE FOR URGENT REQUEST	
71.1	For urgent Works Order estimated to cost Mauritius Rupees Ten Thousand (Rs 10,000.00) or less, the Facilities Manager reserves the right to order the execution of the Works before the issuing of the Works Order. All requisitions of this nature will be attended to promptly within three (3) days of the Contract.	
71.2	On completion of the Works, the Facilities Manager will be notified and a covering Works Order will be obtained.	
72	PREVENTION OF THE BREEDING OF MOSQUITOES No empty containers or receptacles capable of collecting water and forming breeding places for mosquitoes are to be left in the open and the Contractor will take all necessary steps to keep the sites clean and free of stagnant water and unwanted rubbish to prevent the breeding of mosquitoes throughout the duration of the Contract.	
73	AIR POLLUTION CONTROL Mechanical plant and equipment including any other equipment which emits smoke, fumes or other obnoxious gases will not be allowed to be used on site.	
74	EXISTING MATERIALS Serviceable materials and items of equipment removed from buildings in the carrying out of the works will, unless otherwise decided by the Facilities Manager, remain the property of Air Mauritius and notwithstanding anything stated to the contrary are not to be removed from the site by the Contractor without the permission of the Facilities Manager.	
75	OTHERS	
75.1	Whenever the description "Replacing" or "Renewing" is used herein, this will be taken to include all repairs and other works necessary to offset the replacement or renewal. As an example, "Replacing" broken or missing glass to windows, doors, etc. will include taking out the whole pane of glass, replacing with new to match existing whether specifically mentioned or not, make good and clear away debris.	
75.2	Prior to commencement of any Works and Contractor must inform the Facilities Manager and occupants of the premises. Failure to do so will render the Contractor liable for all the consequences.	
75.3	Air Mauritius reserves the right to add or delete any of Air Mauritius premises within the Republic of Mauritius	

76	<p>AMENDMENTS TO JCT MEASURED TERM CONTRACT 2011</p>	
76.1	<p>Definitions and Interpretations</p> <p>Clause 1.1</p> <p>“Contract Documents” add “the Tender documents”.</p> <p>“Order”, Delete all wordings and substitute the following:</p> <p>“Order” means the verbal instruction or the written description, which may include drawings, of an item or items of work and/or the supply of labour and/or materials and/or plant to be carried out under the Contract including any variation thereto.</p> <p>“Site”, “Delete from the wording “the building(s)” to “.... an Order relates” and substitute the following:</p> <p>“The Site” means the property within the Contract area to which an Order relates.</p> <p>“Works” means all work, documentation, goods, services including the supply of labor, materials and plant which the Contractor shall be required to supply to the Employer. The Employer shall demand this from the Contractor using an Order, as described above.</p> <p>Delete the definitions of CDM Co-Ordinator, CDM Regulations, Construction Industry Scheme (or 'CIS') and Scheme</p> <p>“National Schedule of Rates” should read as the National Schedule of Rates published by the Construction Industry Development Board of Mauritius as may be in force at the time of signing this Agreement, currently the first edition 2012.</p> <p>"Public Holiday" should read as day which is a public holiday under the Public Holiday Act.</p> <p>Clause 1.35 To read Mauritius in lieu of United Kingdom</p> <p>Clause 1.5 To be deleted</p> <p>Clause 1.7 Replace words “Law of England” by words “the law of the republic of Mauritius”.</p>	

Clause 2.1

Add “If there is a conflict between the Conditions of Contract and the Employers Orders then the Conditions of Contract shall prevail”.

Materials, goods and workmanship

Clause 2.2 – last paragraph shall read as follows:

“And for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered or qualified under a recognized qualification scheme”

Clause 2.2.1

Amend Clause by deleting all wording and adding the words “All materials supplied by the Contractor shall be of satisfactory quality and suitable for their purposes”.

Additional Clause 2.2.3.3(a)

Without prejudice to Clauses 2.11 and 4.4. The Contractor shall, at his own cost, replace, rectify or reconstruct any of the Works which are not to the reasonable satisfaction of the Contract Administrator, and all rejected materials shall be removed from site.

Additional Clause 2.2.3.3 (b)

The Contractor shall permit the Contract Administrator at any time to execute or employ other persons to execute other works on site, whether or not in connection with the Works. The Contractor shall give reasonable facilities for these works. Other Contractors may be working at the same Sites and in such cases the Contractor may be required to work in close co-operation with them or attend on time.

Additional Clause 2.2.3.3 (c) Bribery and Corruption/Gratuities

The Employer shall be entitled to terminate this Contract or any part thereof forthwith and to recover from the Contractor the amount of any loss resulting there from if: -

- i. The Contractor shall have given or agreed to give any person (save pursuant to a Contract of employment or Contract for professional advisory services required in connection with the entering into of this Contract) any gift or consideration of any kind as an inducement or reward for doing or forbearing to do any action in relation to this Contract; or
- ii. the like acts shall have been done by any person employed by it or acting on its behalf (with the knowledge of the Contractor); or

	<p>iii. the Contractor or any person employed by it or acting on its behalf shall with the knowledge of the Contractor: -</p> <ul style="list-style-type: none"> a) have committed any offence under the Prevention of Corruption Acts; or b) have given or received any fee or reward the receipt of which is an offence under the PoCA; or c) have received from any person any fee or reward to secure a benefit, preference or forbearance in relation to any Contract to which the Employer is a party. <p>The Contractor shall use its reasonable endeavors to prevent any of its employees or any person acting on its behalf from performing any of the acts referred to in this Clause.</p> <p>GRATUITIES</p> <p>76.2 The Contractor shall not, whether by itself or through any member of staff, solicit any gratuity or tip or other form of money-taking as reward, collection or charge for the performance by the Contractor of its obligations hereunder other than as provided for or contemplated by the terms of this Contract.</p> <p>76.3 Size and duration of Orders</p> <p>Add the following wording to Clause 2.4</p> <p>In the case of emergencies or urgent work, where written instructions cannot be given; instructions may be given verbally and a written confirmation Order issued on the next working day.</p> <p>76.4 Orders – Completion</p> <p>Add the following wording to Clause 2.6</p> <p>At the end of the Clause add the wording:</p> <p>When the Order is for Planned Maintenance Works, the Contract Administrator shall certify the date of Practical Completion of the Works.</p> <p>76.5 Order Completion Date</p> <p>Clause 2.11.2</p> <p>Add the following words to the end of the Clause</p>	
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<p>76.6</p>	<p>“Provided that any failure on the part of the Contract Administrator to dissent shall not prejudice the right of the Contract Administrator to reject the Works and/or materials as not being satisfactory in the opinion of the Contracts Administrator and the Certificate of the Contract Damages for non-completion.</p> <p>Defects</p> <p>Add the following to Clause 2.12</p> <p>In the case of default, the Employer may itself make good such defects and all costs and expenses consequent thereon shall be borne by the Contractor and shall be recoverable from the Contractor, as a liquidated debt and such costs may be deducted from any sums due to the Contractor whether under this Contract or any other Contract between the parties.</p> <p>Additional Clause 2.13 The Contract Administrator shall certify the date when in his opinion the Contractor’s obligations under Clause 2.12 for planned maintenance works Orders have been discharged.</p>	
<p>76.7</p>	<p>Damages for non-completion</p> <p>Additional Clause 2.14</p> <p>If the Planned Maintenance Works are not completed by the agreed completion date shown on the Order or by any later completion date fixed under Clause 2.10.2 hereof the Contractor shall pay or allow the Employer liquidated damages for planned maintenance works at Rs. 5,000 per day. The rate of liquidated damages will apply between the aforesaid completion date and the date of practical completion. The Employer may deduct such liquidated damages from any monies due to the Contractor under this Contract or it may recover them from the Contractor as a debt.</p> <p>If the Reactive Maintenance Works are not completed by the agreed completion date for the Works the Contractor shall pay or allow the Employer liquidated damages for Reactive Maintenance Works at a sum which represents no more than the Employer’s genuine estimate for loss that has resulted from the Works not being completed within the agreed period for completion. This loss will be valued by the Contract Administrator and shall be considered as final and conclusive.</p>	

	<p>All formal communication regarding the Contractors performance shall be made on a Default notice.</p>	
76.8	<p>Add the following to Clause 3.2</p> <p>The Contractor shall not be permitted to sub-Contract any Works without the previous consent in writing of the Contract Administrator. The Contractor shall not permit any sub-Contractors to sub-Contract any Works, without the previous consent in writing of the Contract Administrator, which consent shall only be given in exceptional circumstances. If written consent is given for sub-Contracting (which shall be at the sole discretion of the Contract Administrator):</p> <ul style="list-style-type: none"> • The Contractor shall be responsible for ensuring that any sub-Contractor is supplied with the Conditions of Contract and all relevant documentation. • The Contractor shall be responsible for ensuring that Works are carried out by the approved sub-Contractor and that Works are not further delegated to other Contractors. The Contractor shall be responsible for the Works of the sub-Contractor and for co-ordination and shall indemnify the Employer in respect of any failure on the part of the sub-Contractor. 	
76.9	<p>Additional Clause 3.4.4</p> <p>The Contractor must report to the person in charge of the Site or their representative on arrival at a Site and agree a programme of work. The contractor must sign the site visitor’s logbook and record the time of arrival onsite and log the time of departure from site when the work is complete. Any special arrangements for access will be detailed on the Order for the carrying out of the work specified in the Order.</p>	
76.10	<p>Additional Clause 3.4.5</p> <p>The Contract Administrator or their representative shall have at all times access to the Site or other places off the Site where materials or equipment are being stored or prepared for the work described in an Order.</p>	
76.11	<p>Variations</p> <p>Additional Clause 3.5.5</p> <p>All antiquities or other objects of value or interest which may be found on the Site during the carrying out of the Works shall become the property of the Employer. Upon the discovery of such an object the Contractor shall forthwith inform the Contract Administrator, who shall issue instructions in regard thereto.</p>	

76.12	<p>Additional Clause 3.5.6 The Contract Administrator shall value on a fair and reasonable basis using where relevant prices in the Schedule of Rates any direct loss and/or expense incurred by the Contractor due to the regular progress of planning maintenance works Orders being affected by compliance with variations.</p> <p>Undertakings to comply</p>	
76.13	<p>Clause 3.9- Delete this clause completely.</p> <p>Appointment of successors</p>	
76.14	<p>Clause 3.10.2- Delete this clause completely.</p> <p>Section 4 Payment</p> <p>Construction Industry Scheme</p>	
76.15	<p>Clause 4.2- Delete this clause completely</p> <p>Progress Payments</p>	
76.16	<p>Clause 4.3.1</p> <p>Insert at the beginning of line 1 “Only in respect of Planned Maintenance Works Orders”.</p>	
76.17	<p>Clause 4.3.2</p> <p>Add the following words to line 1 after “application under clause 4.3.1” “only in respect of Planned Maintenance Works Orders”. and at line 3 after “in the Contractor’s application” less a retention of 5%, 2.5% at Practical Completion</p> <p>Payments-final date and amount</p>	
76.18	<p>Clause 4.6.1 replace 14 days by 45 days</p>	
76.19	<p>Measurement and Valuation</p> <p>Additional Clause 5.3.3 The Contract Administrator or the Employer’s appointed audit staff shall require access to any financial data of the Contractor which they consider appropriate and the Contractor shall agree to provide such access as may reasonably be required by the Employer.</p>	

76.20	<p>Rates</p> <p>Amend Clause 5.6.2 by deleting all wording and adding words</p> <p>Contract prices shall remain fixed for the first 24 months of the Contract. Thereafter they may be adjusted by agreement between the parties but subject to an overriding maximum adjustment representing the rise in the RPI, effective the subsequent anniversary of the Contract start date, provided:</p> <ul style="list-style-type: none"> • One Party submits a written request to the other Party at least 4 weeks prior to the anniversary date • Full supporting information is provided justifying the proposed changes. • The changes reflect the cost of labor, materials and overheads only; the profit element shall remain fixed for the duration of the Contract. 	
76.21	<p>Overtime Work</p> <p>Insert additional Clause 5.7.4 to read</p> <p>Where the Contractor wishes to work outside of “normal working hours” he must first obtain the permission of the Contract Administrator and the person in charge of the Site. In these circumstances no additional or enhanced payments will be made.</p> <p>Section 6 Injury, damage and Insurance</p>	
76.22	<p>Contractor’s insurance of his liability.</p> <p>Clause 6.4.2 Between the words “the Contractor shall” and “send” add the following words “and cause any sub-Contractor to”</p> <p>Section 8 Termination for Default, etc.</p>	
76.23	<p>Meaning of insolvency</p> <p>Clause 8.1.1.1 delete all words in this clause and replace by “When it enters administration within the meaning of the</p>	
76.24	<p>Insolvency Act of Mauritius 2009.</p> <p>Clause 8.1.1.2- Delete all words of this clause and replace by “On the appointment of an administrative receiver or a receiver or manager of its property under that Act, or the</p>	
76.25	<p>appointment of a receiver under that act;</p>	

76.26	<p>Clause 8.1.1.3- Delete all words in this clause and replace by:” on the passing of a resolution for voluntary winding-up without a declaration of solvency under that Act; or</p>	
76.27	<p>Clause 8.1.1.4- delete this clause</p>	
76.28	<p>Clause 8.1.2.1 Delete all words and replace by “on the making of a winding up order against it under any provision of the insolvency Act of 2009</p>	
76.29	<p>Clause 8.1.2.2 Delete all words after "partnership".</p>	
76.30	<p>Clause 8.1.3.1 Delete all words after “him”</p>	
76.31	<p>Clause 8.1.3.2 Delete all works after “estate”</p> <p>Default by Contractor</p>	
76.32	<p>Clause 8.4.1.1- delete this line completely</p> <p>Insolvency of Contractor</p>	
76.33	<p>Additional Clause 8.5.4 Where the Employer has determined the employment of the Contractor under Clause 8.5, he shall have power to enter forthwith upon and take possession of the Works and all plant, machinery, tools and materials on the Site and employ other persons to complete the Works without prejudice to his rights to recover from the Contractor any damages for the default of the Contractor and the loss sustained by the Employer.</p> <p>Corruption</p> <p>Clause 8.6</p> <p>Replace words “Bribery Act “at line 6 and replace by the “Prevention of Corruption Act” and delete all words after that.</p>	
76.34	<p>Default by Employer</p> <p>Clause 8.7.4- delete this line completely</p> <p>Settlement of Disputes</p>	
76.35	<p>Mediation</p> <p>Additional Clause 9.1</p>	

9.1.1 In the event of any dispute or difference between the parties to this Contract arising in connection with this Contract, senior representatives of the parties shall, within 10 days of a written request from any party to the others addressed to the Employer and a Director of the other parties (the Managing Director) meet in a good faith effort to resolve the dispute without recourse to proceedings.

9.1.2 If the dispute or difference is not resolved as a result of such meeting, and provided that the amount in dispute is more than Rs 100,000, any party may (at such meeting or within 14 days from its conclusion) propose to the others in writing that structured negotiations be entered into with the assistance of a neutral advisor (the “Neutral Advisor”).

9.1.3 If the parties are unable to agree on a Neutral Advisor or the Neutral Advisor agreed is unable or unwilling to act, either party may within fourteen days from the date of the proposal to appoint a Neutral Advisor or within fourteen days of notice to either party that he or she is unable or unwilling to act, apply to the MCCI Arbitration and Mediation Center or the Supreme Court of Mauritius to appoint a Neutral Advisor.

9.1.4 The parties shall within 14 days of the appointment of the Neutral Advisor meet with them in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the parties may at any stage seek assistance from MCCI Arbitration and Mediation Center to provide guidance on a suitable procedure.

9.1.5 All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

9.1.6 If the parties accept the Neutral Advisor’s recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and, once it is signed by their duly authorised representatives, shall be binding on the parties.

9.1.7 Failing agreement, any of the parties may invite the Neutral Advisor to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings commenced pursuant to the terms of this Contract without prior written consent of both parties.

	<p>9.1.8 If the parties fail to reach agreement in the structured negotiations within 60 days of the Neutral Advisor being appointed then any dispute or difference between them may be referred to Adjudication unless within a further period of 30 days the parties agree to refer the matter to arbitration before an arbitrator as section 9 of the Contract.</p>	
76.36	<p>Arbitration</p> <p>Clause 9.3 – delete all words in this clause and replace by “Any Arbitration pursuant to Article 5 shall be conducted in accordance with the Arbitration Rules of MARC Arbitration and Mediation Center).</p>	
76.37	<p>Appeal-questions of law</p> <p>Clause 9.7- delete all words in this paragraph and replace by...” The Parties hereby agree that either party may:</p>	
76.38	<p>Arbitration Act 1996</p>	
76.39	<p>Clause 9.8- delete this clause.</p> <p>Notwithstanding Section 8 of JCT Measured Term Contract 2011 and Clauses 76.23 to 76.34 of Bill No. 1, each of the parties shall be entitled to terminate this agreement by giving three (03) months’ advance written notice to the other party.</p>	
76.40	<p>If circumstances beyond either party’s control materially affects either party’s ability to perform under this Contract and which continues for (7) business days, then subject to any extension of time granted under Article 2.10 of the JCT Measured Term Contract 2011, either party may terminate this Contract upon written notice to the other.</p>	

AIR MAURITIUS LTD

AIR MAURITIUS LTD		
	Tender for Maintenance and Repair of MEP Services and other Components of Air Mauritius Buildings and Offices	Bill No. 1
Item	Description	Amount (Rs.)
	BILL NO.1 PRELIMINARIES	
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	Brought forward from Page No	
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	CARRIED FORWARD TO MAIN SUMMARY	

10.2 BILL NO. 2 – MAINTENANCE WORKS (LABOUR COSTS)

BILL NO.2 – MAINTENANCE WORKS (LABOUR COSTS)

REF	SERVICE DESCRIPTION	ANNUAL TENDER PRICE (Rs)		
		YEAR 1	YEAR 2	YEAR 3
	Information provided The labour rates quoted shall be inclusive, but not limited to:			
	<i>Workmen's compensation insurance</i>			
	<i>National Pension Fund Contributions.</i>			
	<i>Sick leave, annual leave and public holidays.</i>			
	<i>Working during cyclonic periods</i>			
	<i>Travelling time, travel expenses, transport charges and meal allowances.</i>			
	<i>Non-productive time and other expenses in connection with overtime, handling over during changing shifts, etc.</i>			
	<i>Incentive and bonus payment.</i>			
	<i>Severance and subsistence allowance.</i>			
	<i>End of year bonus.</i>			
	<i>Maintenance works shall be carried out during office hours on weekdays (8.00 a.m. to 5.00 p.m.) and from 8.00 a.m. to noon on Saturdays, except for emergency works as defined in the contract.</i>			
1	Planned and Preventive Maintenance of Electrical installations as per the maintenance schedules provided in Section 11.0 and the list of assets provided in Section 15.0 (Subsection 15.1), including:			
	MLVP			
	MDB			
	DB			
	SDB			
	Control panel			

	Emergency lighting			
	High-bay lighting			
	Lightning and surge protection			
	Earthing & Bonding			
	Generators			
	UPS			
2	Planned and Preventive Maintenance of Public Health and Mechanical installations as per the maintenance schedules provided in Section 11.0 and the list of assets provided in Section 15.0 (Subsection 15.1), including:			
	Foul drainage systems			
	Plumbing			
	Water pumps			
	Sprinkler pumps			
	Fire hose reel pumps			
	Diesel operated Water canon pumps			
	Jockey Water pump			
	Air Conditioning systems			
	General Ventilation systems			
	Toilet extraction systems			
	Lifts and hoists (fixed to building structure)			
	Tarzan box			
	Motorised Cargo Shed doors			
	Motorised and non-motorised roller shutters			
	Submersible pumps			
	Lifting pumps			
	Emergency eye wash			
	Water and firefighting tanks			
	Motorised Aircraft Hangars and GSS Hangar doors			
	Air Compressors			
3	Planned and Preventive Maintenance of Fire Fighting and Detection systems as per the maintenance schedules provided in Section 11.0 and the list of assets provided in Section 15.0 (Subsection 15.1), including:			
	Emergency doors			
	Fire hose reels			
	Fire extinguishers			

	Sprinkler system			
	Canon foam system			
	Fire suppression system			
	Fire detection and alarm system			
4	<p><u>Specialised Maintenance Contracts to be managed as per the list provided in Section 16.0</u></p> <p>Provide management, coordination and supervision services for the following list of specialized maintenance contracts, which have been entered into with other contractors / service providers appointed directly by the client:</p>			
	Precision Air Conditioning system of Data Centre (CT 1 Level 11 - Ebene)			
	Water Purifiers (Airport - Plaisance)			
	Standby Generators (Airport - Plaisance)			
	UPS (CT1 Level 9 & 11 – Ebene and Airport - Plaisance)			
	Air Compressors (Airport - Plaisance)			
5	Fix It works for list of assets provided in Section 15.0, Subsection 15.1			
6	Fix It works for list of assets provided in Section 15.0, Subsection 15.2			
	Total carried to Main Summary Page			

10.3 MAIN SUMMARY PAGE

MAIN SUMMARY PAGE

Item	Description	Annual Tender Amount (Rs excl. VAT)			Total Tender Amount for 3 years
		1 st year	2 nd year	3 rd year	
Bill No1	Preliminaries and General Costs (to be apportioned/ divided annually)	Rs	Rs	Rs	Rs
Bill No2	Maintenance Works (Labour Costs)	Rs	Rs	Rs	Rs
	Total Amount exclusive of VAT carried to Form of Tender	Rs	Rs	Rs	Rs

Amount in Words:

.....

.....excluding Value Added Tax (VAT)

Dated thisDay of.....2024

Signed:

Name:

In the capacity of:

Duly authorised to sign on behalf:

VAT Registration No. (if applicable):

Company's seal

11.0 MAINTENANCE SCHEDULES FOR PLANNED AND PREVENTIVE MEP WORKS

MAINTENANCE SCHEDULES FOR PLANNED AND PREVENTIVE MEP WORKS

DOMAIN	EQUIPMENT TYPE LABEL	TASK LABEL	PERIODI CITY	TASK DETAILS
Compressed Air system	Compressed air regulator	Comp air regulator- Intervention Monthly	Monthly	Check & report air leaks
Compressed Air system	Air receiver	Air receiver-Annual	Annual	Remove rust and touch up paint; confirm scheduled pressure test date
Compressed Air system	Air receiver	Air receiver	Daily	Check water traps are working
Compressed Air system		Comp air reticulation-Annual	Annual	Check & repair fixings: Remove rust and touch paint
Compressed Air system		Comp air retic- Intervention Monthly	Monthly	Check & report air leaks
Compressed Air system	Compressed air filter	Comp air filter- Intervention Monthly	Monthly	Check & report pressure drop (replace filter when indication is in the red)
Compressed Air system	Compressed air point	Comp air point- Intervention Monthly	Monthly	Check & report air leaks
Compressed Air system	Compressed air hose reel	Comp air hse rl- Intervention Monthly	Monthly	Check & report air leaks
Compressed Air system	Compressor	Compressor	Every 3000 Hrs.	As per Manufacturer maintenance checklist
Compressed Air system	Compressor	Compressor	Every 1500 Hrs.	As per Manufacturer maintenance checklist
Compressed Air system	Compressor	Compressor	Every 500 Hrs.	As per Manufacturer maintenance checklist
Compressed Air system	Compressor	Compressor-Daily	Daily	Record running hours. Drain water. Record all technical parameters.
Electrical	Control panel	Control panel- Annual	Annual	READINGS: record voltage and current readings. INDICATOR LAMPS CIRCUIT: Check and energise all lamps, replace as required. WIRING: check for signs of overheating. CLEAN and touch up paint. METERS: check correct. Tight all bolts and nuts. Check all wiring.

				Check all Breakers and its mechanism.
Electrical	Control panel	Control panel-Bi-annual	Bi-Annual	INDICATOR LAMPS CIRCUIT: Check and energise all lamps, replace as required. WIRING: check for signs of overheating. CLEAN and touch up paint. METERS: check correct. Inspect and check that all grilles & fans are free of any obstructions, clean as required.
Electrical	Distribution board	MDB, DB,SDB-Annual	Annual	Clean with blower Check for damage, touch up paintwork. Check that door can be securely closed. Check for signs of overheating & rectify. Check labels and schematics. Check and tighten outgoing connections Record amperage Report phase imbalances.
Electrical	Distribution board	MDB, DB, SDB-Bi Annual	Bi - Annual	Check for damage, touch up paintwork. Check that door can be securely closed. Check for signs of overheating & rectify. Check labels and schematics. Check and tighten outgoing connections Record amperage
Electrical	Emergency light	Emergency light-Intervention Monthly	Monthly	Clean and Check operation, if faulty replace lamp & Battery
Electrical	Diesel Generator	DG- Monthly on load	Monthly	Run the generator on load for 15 mins. Check fuel & water level. Record running hrs & temperature and check battery. Notify users to the fact that the test will be done
Electrical	Diesel Generator	Diesel Generator - Annual	Annual	As per Manufacturer maintenance recommendation
Electrical	Diesel Generator	DG-Six monthly	BI Annual	As per Manufacturer maintenance recommendation
Electrical	Diesel Generator	DG-Quarterly intervention	Quarterly	As per Manufacturer maintenance recommendation
Electrical	Diesel Generator	DG -Weekly intervention	Weekly	Run the generator off load for 15 mins. Check Fuel level, water level, oil level, battery and temperature
Electrical	UPS	UPS-Quarterly	Quarterly	As per Manufacturer maintenance recommendation
Electrical	UPS	UPS-Annual	Annual	As per Manufacturer maintenance recommendation
Electrical	Earthing & bonding	Earthing & bonding-Annual	Annual	Check: Integrity of conductor, Associated

				connections: Record details and compare with earlier records. Confirm resistivity of electrodes.
Electrical	Highbay lighting	Highbay lighting	Bi - Annual	Clean and check wiring, supports, fixation, reflectors and replace bulb as required
Electrical	Isolator	Isolator-Bi-annual	Bi-Annual	Inspect for correct mechanical and electrical operation. Check correct operation of door interlock mechanism and adjust if necessary.
Electrical	Lightning protection	Lightning protection-Annual	Annual	Inspect roof and plant connections, vertical joint connectors and earth termination positions. Ensure that conductor tapes are secured firmly to the structure and all joints including those to structural and service steelwork are mechanically sound. If the lightning protection system has a resistance to earth over 10 ohms highlight in report.
Electrical	Main low voltage panel	MLVP-Annual	Annual	Check for physical or mechanical damage. Touch up paintwork after removing signs of corrosion. Check for visible signs of overheating, loose connections etc. Check integrity of bus bar connections and tap-off connections. Check and report if phases are unbalanced or overloaded. Check switching mechanism, Check both mechanical and electrical interlocks, Check isolation and withdrawal carriage if applicable. Tight all bolts and nuts.
Electrical	Main low voltage panel	MLVP- Bi- Annual	Bi-Annual	Check for physical or mechanical damage. Touch up paintwork after removing signs of corrosion. Check for visible signs of overheating, loose connections etc. Check switching mechanism, Check both mechanical and electrical interlocks, Check isolation and withdrawal carriage if applicable. Tight all bolts and nuts.
Electrical	RCD's	RCD annual test	Annual	Check the earth trip current Check the earth trip time

				Check the function of the test button
Electrical	RCD's	RCD Monthly test	Monthly	Check the function of the trip button
Fire Alarm	Fire Alarm System	Fire alarm Test-Monthly	Monthly	Perform fire alarm test by activating 1 device per zoning & Record. Check for any fault on the Fire alarm panel & battery
Fire Alarm	Fire Alarm System	Fire alarm - Bi annual	Bi-Annual	Check, Clean and test all Devices. Check and clean fire alarm panel. Rectify all faults on the panel and perform fire alarm test.
Fire Alarm	Fire Alarm System	Flame detection system	Bi-Annual	Perform fire alarm test by activating 1 device per zoning & Record. Check for any fault on the Fire alarm panel & battery
Fire Alarm	Fire Alarm System	Flame detection system	Annual	Check, Clean and test all Devices. Check and clean fire alarm panel. Rectify all faults on the panel and perform fire alarm test.
Fire fighting	Cannon foam fire fighting	Canon foam fire fighting -Annual	Annual	Perform on load test. Check and grease the canon. Check all the valves. Check for any sign of leakage. Touch-up paint accordingly.
Fire fighting	Cannon foam fire fighting	Canon foam fire fighting-Bi-Ann	Bi-Annual	Perform on load test. Check and grease the canon. Check all the valves. Check for any sign of leakage.
Fire fighting	Pumps Diesel	Pumps Diesel-Annual	Annual	As per manufacturer recommendation
Fire fighting	Pumps Diesel	Pumps Diesel-Quarterly	Quarterly	As per manufacturer recommendation
Fire fighting	Pumps Diesel	Pumps Diesel-Weekly intervention	Weekly	Run the pump for 15 mins. Check fuel & waterlevel. Record running hrs, pressure & temperature and battery voltage Condition.-Visually inspect for oil leaks, loose guards etc.
Fire fighting	Pumps	Pumps-Annual	Annual	As per manufacturer recommendation
Fire fighting	Pumps	Pumps-Quarterly	Quarterly	Casing.-Inspect for external condition and signs of leaks. Valves, cocks and drains. -Check externally for leaks. Inspect and rectify any faults. Isolation of pump from electrical and mechanical power.- Inspect and check Control, pressure relief and reducing valves, air vents, purgers and constant flow-Test for correct operation and rectify any faults. Check for any abnormal

				vibration and water leakage. Paint touch-up as required.
Fire fighting	Pumps	Pumps-Weekly	Weekly	Test for correct operation and rectify any faults General checks
Fire fighting	Piping reticulation	Piping reticulation-Annual	Annual	Check all valves and pumps: Check for leaks, check brackets, remove rust, touch up paint
Fire fighting	Fire Hose Reels	Fire Hose Reels-Bi Annually	Bi-Annual	Check fire hose Reel, Hose, Valve, and Manometer. Test and check for any leakage.
Fire fighting	Sprinkler	Sprinkler-Annual	Annual	check for any leakage, Test auto mode, Flushing, Paint Touch-up.
Fire fighting	Sprinkler	Sprinkler Weekly	Weekly	Perform off load test and check water pressure.
Fire fighting	Fire Suppression System	Fire Suppression System- Monthly	Monthly	Check and rectify for any fault alarm. Check pressure, leakage, battery and valve conditions
Fire fighting	Fire suppression System	Fire suppression System-Biannual	Bi-Annual	Check and rectify for any fault alarm. Checks pressure, leakage, battery and valve conditions. Offline Test. Test solenoid and check and clean all fire alarm devices.
Fire fighting	Fire suppression System	Fire suppression System- Annual	Annual	Check and rectify for any fault alarm. Checks pressure, leakage, battery and valve conditions. Offline Test. Test solenoid and check and clean all fire alarm devices. Paint touch-up.
Foul Drainage	Lifting stations	Lifting stations-Annual	Annual	Remove pump, clear impellor, check for wear and clean
Foul Drainage	Lifting stations	Lifting stations-Monthly	Monthly	Check switches and clean out debris
HVAC	Air conditioners	Air conditioners-Bi-annual	Bi-Annual	Clean outdoor unit, filters and drip trays on internal units Check for undue noise or vibration. Check and clean indoors and outdoors fans. Check for water leakage. check gas leakage, rectify and top-up accordingly. Check discharge and suction pressure and check superheat under full load condition. Inspect and check on fan guard covers and inspection plates. Check and clean. Check condensate drain is clear and clean.

				<p>Check for correct operation. Check motor current against commissioning data. Check for vibration and rectify any loose or inadequate support/fixing. Clean surfaces of compressor and components of condensing unit. Check for damage to flexible conduits. Tighten all terminal connections. Isolate local control panel and inspect for signs of overheating. Check integrity of electrical insulation.</p>
HVAC	Air conditioners	Air conditioners-Quarterly	Quarterly	Cleaning of filters
HVAC	Extract fans	Extract fans-Bi-annual	Bi-Annual	Check correct action; Check all flexible connections, Check mountings, belts and electrical insulation. Touch up paint as required
HVAC	Fresh air fans	Fresh air fans-Bi-annual	Bi-Annual	Check correct action; Check all flexible connections, Check mountings, belts and electrical insulation. Touch up paint as required
HVAC	Fan	Fans-Bi-annual	Bi-Annual	Check correct action; Check all flexible connections, Check mountings, belts and electrical insulation. Touch up paint as required
HVAC	Fan coil units	Fan coil units-Quarterly	Quarterly	Check and clean filter, fan, drain pump, drain and drain pan. Check motors, coil, louvers, fins and electrical connection.
HVAC	VRV	VRV- Biannual	Bi-Annual	<p>Clean outdoor unit, filters and drip trays on internal units Check for undue noise or vibration. Check and clean indoors and outdoors fans. Check for water leakage. Check gas leakage, rectify and top-up accordingly. Check discharge and suction pressure and check superheat under full load condition. Inspect and check on fan guard covers and inspection plates. Check and clean. Check condensate drain is clear and clean. Check for correct operation. Check motor current against commissioning data. Check for vibration and rectify any loose or inadequate</p>

				<p>support/fixing.</p> <p>Clean surfaces of compressor and components of condensing unit.</p> <p>Check for damage to flexible conduits. Tighten all terminal connections.</p> <p>Isolate local control panel and inspect for signs of overheating.</p> <p>Check integrity of electrical insulation.</p>
Lifting Equipment	Hoist	Hoist-Bi Annual	BI Annual	Check all Limit switches, connections, grease ropes, motor, brakes.
Lifting Equipment	Hoist	Hoist-Quarterly Intervention	Quarterly	Check operation of lifting equipment
Lifting Equipment	Good Lift	Good Lift Bi-Annual	BI - Annual	Check all Limit switches, connections, grease ropes, motor, brakes.
Lifting Equipment	Good Lift	Good Lift Quarterly	Quarterly	Check all Limit switches, connections, grease ropes and check motor and brakes
Mechanical	Hangar, Cargo & GSS doors	Hangar doors- Intervention Monthly	Monthly	Operate the doors and visual check of door, gear box and control panel
Mechanical	Hangar, Cargo & GSS doors	Doors-Intervention Quarterly	Quarterly	Check supports and operate the doors, lubricate moving parts. Check electrical connections and motor
Mechanical	Hangar, Cargo & GSS doors	Doors-Intervention Annual	Annual	Check supports and operate the doors, lubricate moving parts. Check electrical connections and motor. Check and clean gear box and control panel. Full inspection of door and its associate structure. Check and clean all bus-bars and limit switches. Check, change or top-up lubricating oil as required
Mechanical	Roller shutters	Roller shutters- Quarterly	Quarterly	Check supports and function, lubricate moving parts
Mechanical	Roller shutters	Roller shutters- annual	Annual	Check supports and function, lubricate moving parts. Check and clean motors, roller shutters blade, rail, brake and limit switches.
Mechanical	Emergency doors	Emergency doors- Quarterly	Quarterly	General check and functions
Mechanical	Emergency doors	Emergency doors- Annual	Annual	Check doors, frame and locking mechanism. Paint touch-up as required. Check signage. Operation of the doors.
Portable Fire Extinguisher	PFE BI Annual	PFE BI Annual	Bi-Annual	To check tag, Safety pin, seal, pressure, pressure gauge, weight, hose, Nozzle, wall bracket, verify cylinders, paint touch-up, fill

				service card. Dismantle & verify sparklet
Portable Fire Extinguisher	PFE Monthly	PFE Monthly	Monthly	To check tag, safety pin, pressure and seal
Plumbing	Floor drain	Floor drain-Quarterly	Quarterly	Check clear and high pressure clean if blocked
Plumbing	Grease convertor	Grease convertor-Quarterly	Quarterly	Check and clear as required
Plumbing	Pumps	Pumps-Quarterly intervention	Quarterly	Casing.-Inspect for external condition and signs of leaks. Valves, cocks and drains. -Check externally for leaks. Inspect and rectify any faults. Isolation of pump from electrical and mechanical power.- Inspect and check Control, pressure relief and reducing valves, air vents, purgers and constant flow-Test for correct operation and rectify any faults. Check for any abnormal vibration and water leakage. Paint touch-up as required.
Plumbing	Pumps	Pumps-Annual intervention	Annual	As per manufacturer recommendation
Plumbing	Plumbing	Sewer drain checks	Bi-Annual	Open up inspection chambers/Manholes. Check that all gullies and gratings are free from silt and debris. Check that water discharges freely to mains sewerage or soak-away. <u>Jetting is required</u>
Plumbing	Water and fire fighting tanks	Tanks- Bi - Annual	Bi-Annual	Remove solids from base of tank. Clean tank.
Plumbing	Emergency Eye Wash	Emergency Eye Wash Daily	Daily	Test equipment and check for any missing parts
Plumbing	Emergency Eye Wash	Emergency Eye Wash Quarterly	Quarterly	Check water leakage and equipment. Clean nozzle and shower. Check water pressure. Test Equipment and paint touch-up as per required.
Plumbing	Toilets, kitchen & mess rooms	Toilets, Kitchen + Sink Daily	Daily	Daily for all the accessories

12.0 SCHEDULE OF LABOUR RATES FOR MINOR WORKS

SCHEDULE OF LABOUR RATES FOR MINOR WORKS

Designation	Man-hour rate-normal working hours	After working hour Rate-week days (up to 10.00 p.m)	Night rates (10.00 p.m to 8.00 am)	Sunday and Public Holiday rates (Man Hour)
Senior Technician	Rs	Rs	Rs	Rs
Technician Electrical	Rs	Rs	Rs	Rs
Technician HVAC	Rs	Rs	Rs	Rs
Plumber	Rs	Rs	Rs	Rs
Welder	Rs	Rs	Rs	Rs
Carpenter	Rs	Rs	Rs	Rs
General Worker/Mason	Rs	Rs	Rs	Rs

Note: The schedule of labour rates shall be used to value minor works for which no rates are provided in the CIDB National Schedule of Rates or as agreed with the Employer/Facilities Manager

13.0 MINIMUM STAFFING SCHEDULE

MINIMUM STAFFING SCHEDULE

Designation	Onsite During Working Hours	Onsite After Working Hours (Night Shift)	On 24-Hour Call
Manager	1		Yes
Registered Engineer	1-part time		No
Senior Technician	3		Yes (at least one)
Technician Electrical	4	Yes (at least one)	No
Technician HVAC	4		No
Plumber	3		No
Welder	1		No
Carpenter	1		No
General Worker/Mason	1		No
Administrative Assistant (AA)	1		No

TOTAL MINIMUM STAFF: 20

Note: The Minimum Staffing Schedule denotes the minimum number and category of staff that is required for execution of the works. Depending on the actual exigencies, planning and targets for completion of the Preventive Maintenance works, Fix-it and Minor works, the Contractor shall be responsible, if required, to provide for additional qualified staff at its own cost and with the consent of the Employer/Facilities Manager.

14.0 SCHEDULE OF STAFF QUALIFICATIONS AND EXPERIENCE

SCHEDULE OF STAFF QUALIFICATIONS AND EXPERIENCE

Designation	Qualification & Experience
Manager	Degree in Mechanical/Electrical with relevant 5 years of management experience.
Registered Engineer	Degree in Engineering with minimum 5 years post registration experience. Registration to be with the Council of Registered Professional Engineers Mauritius. CRPE number to be submitted.
Senior Technician (1 Electrical, 1 Mechanical and 1 Civil)	Diploma in Electrical /Mechanical/Civil or other relevant engineering discipline with minimum 10 years of working experience in maintenance of buildings, plant and equipment.
Technician (Electrical, HVAC)	BT/City & Guilds Level II / NTC 2 or equivalent in Electrical /Mechanical or other relevant engineering discipline with minimum 3 years of working experience in maintenance of buildings, plant and equipment.
Welder, Carpenter, Plumber	NTC 3 or equivalent in relevant engineering discipline with minimum 3 years of working experience in maintenance of buildings, plant and equipment.
General worker	Literate person, having obtained the CPE certificate and experienced in the field of activity he/she is being assigned to.

15.0 LIST OF SYSTEMS AND ASSETS TO BE MAINTAINED

LIST OF SYSTEMS AND ASSETS TO BE MAINTAINED:

15.1 UNDER PLANNED & PREVENTIVE MAINTENANCE AND FIX IT PROGRAMME

Description	Unit	Qty	Remarks
Plumbing	Lot	1	Include Toilets, Kitchens, Mess room
Water pumps	No	10	
Sprinkler pumps	No	3	
Fire hose reel pumps	No	5	
Diesel operated Water canon pumps	No	2	
Electrical foam generators pumps	No	1	
Jockey Water pump	No	1	
Split Air conditioning systems	No	420	
Fan Coil Units	No	7	
VRV systems	No	6	
Precision Air Conditioning Systems	No	2	
General ventilation systems	No	39	
Toilet extraction systems	No	41	
Lifts and hoists(fixed to building structure)	No	6	
Motorised cargo doors	No	12	
Motorised and non-motorised roller shutters	No	19	
Submersible pumps	No	5	
Lifting pumps	No	3	
Emergency eye wash	No	6	
Water tanks	No	12	
Fire Fighting Tanks	No	8	
Motorised Hanger and GSS doors	No	20	
Air Compressors	No	6	
MLVP	No	7	
MDB	No	15	
SDB	No	47	
DB	No	136	
Control panel	No	49	
Emergency lighting	No	190	

High-bay lighting	No	445	Technical Services hangar, GSS hangar, Cabin Services building (EPT and Inflight Services Warehouse) and Cargo Shed
Lightning and surge protection	No	3	
Earthing & Bonding	No	5	
Generators	No	5	
UPS	No	6	
Emergency doors	No	38	
Fire hose reels	No	30	
Fire extinguishers	No	387	
Sprinkler system	No	1	
Diesel Canon foam system	No	1	
Water canon	No	9	
Electrical Canon foam system	No	1	
Fire suppression system	No	3	
Fire detection and alarm system	No	20	Fire alarm panel
Smoke Detectors	No	497	
Manual Call Point	No	133	
Sounders	No	95	
Flame detectors	No	14	
Total number of assets	No	2772	

15.2 UNDER FIX IT PROGRAMME ONLY

Lights	No	4425	Includes 4ft, 2ft, 5ft, double & single, 600 x 600, decorative, spot, halogen lights and etc
Power Sockets	No	4067	Includes english, french, industrial and marechal type
Doors	No	1040	includes wooden, aluminium, sliding and metal doors
Windows	No	840	Fixed and movable windows
False Ceiling	Lots	1	
Metal Supports	Lots	1	Metal fixations for gutters, pipings and metal sheets, excluding those above 10m height
Furniture and Wooden structures	Lots	1	Include chairs, tables, cupboard, drawers, desk, blinds, skirting, partitions, wood works, etc

16.0 LIST OF SPECIALISED MAINTENANCE CONTRACTS TO BE MANAGED

LIST OF SPECIALISED MAINTENANCE CONTRACTS TO BE MANAGED

		Service Provider directly appointed by Client	Contract Highlights
1.	Precision Air Conditioning system of Data Centre (CT 1 Level 11 - Ebene)	REY LENFERNA	- Bi annual PPM intervention on 2 indoors and 4 outdoors VRV units. - Any repairs / breakdown calls.
2.	Water Purifiers (Airport – Plaisance)	AQUA COOLER	- Quarterly PPM intervention on 39 standalone units - Any repairs / breakdown calls.
3.	Standby Generators (Airport - Plaisance)	SCOMAT	- Quarterly PPM intervention on 5 systems. - Any repairs / breakdown calls.
4.	UPS (CT1 Level 11 – Ebene and Airport - Plaisance)	POWERSURE	- Quarterly PPM intervention on 6 systems (at Ebene, 80KVA, Qty 4 and at Airport, 80kVA Qty 2). - Any repair / breakdown calls.
5.	Air Compressors (Airport - Plaisance)	CALCO SALES	- Each 1500 running hrs PPM intervention (Qty 5) - Any repair / breakdown calls.

17.0 ANNEXURES

17.1 MASTER SITE PLAN FOR AIRPORT, PLAISANCE SITE

17.2 AML ENVIRONMENT MANAGEMENT PLAN

17.3 AML AIRFIELD OPERATIONS PROCEDURE

**17.4 UNCONTROLLED COPY OF
JCT MEASURED TERM CONTRACT
2011**