

# **PRIME MINISTER'S OFFICE**

## **INVITATION FOR BIDS**

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

### **RENTING OF SPACE WITH AMENITIES FOR STORAGE ACCOMMODATION**

Bids on appropriate forms are invited from **local bidders** for the **Renting of Space with amenities for Storage Accommodation**.

2. Other details of the requirements and conditions are contained in the bid documents.
3. The bidding documents is available free of charge on websites of the Procurement Policy Office: **publicprocurement.govmu.org** and that of this Office: **pmo.govmu.org**.
4. Queries, if any, should be addressed in writing to the Secretary to Cabinet and Head of the Civil Service, Prime Minister's Office, New Government Centre, Port Louis, Attn: Manager, Procurement and Supply, Fax No. 201 3186 / 201 1481 so as to reach him at least fourteen (14) days before the deadline for the submission of the bids.
5. Bids in sealed envelope clearly marked with the Procurement Reference Number (**PMO/17-18/Q 51/OAB**) and the Bidder's name at the back of the envelope should be addressed to: **The Secretary to Cabinet and Head of the Civil Service, Prime Minister's Office, 4<sup>th</sup> Floor, New Government Centre, Port Louis**, and deposited in the **Tender Box** at the mentioned address on or before **Wednesday 09 May 2018** up to **13.30** hours (local time) at latest.  
Late quotations will be rejected and shall be returned unopened to the bidder concerned.
6. **Bids will be opened in the Conference Room of the Prime Minister's Office, on the same day at 13.45 hrs in the presence of bidders/bidders' representatives who may choose to attend.**
7. The Prime Minister's Office reserves the right to:-
  - (a) accept or reject any bid; and
  - (b) annul the bidding process and reject all bids at any time prior to contract award, as per provision of Section 39(1) of the Public Procurement Act 2006, without incurring any liability towards the bidder.

**Prime Minister's Office,  
4<sup>th</sup> Floor, New Government Centre,  
Port Louis**

**11 April 2018**



**Prime Minister's Office**

**BIDDING DOCUMENTS**

**Issued on: 11 April 2018**

**for**

**Renting of Space with amenities**

**for**

**Storage Accommodation**

**Procurement Reference No: PMO/17-18/Q 51/OAB**

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## PRIME MINISTER'S OFFICE

### COMMUNIQUE

#### Rental of Space

#### Invitation to Bid

The Prime Minister's Office intends to rent space of approximately **200 - 250m<sup>2</sup> or above** situated preferably in Port Louis, or in the vicinity of Port Louis or in any one of the districts of Pamplemousses, Rivière du Rempart, Moka, Plaine Wilhems or Black River, preferably at a distance of 20 kms from the New Government Centre complete with amenities to serve as storage accommodation for its Warehouse under one roof with all provisions as described in the tender documents.

2. The proposed space should be of reinforced concrete on ground floor with easy access for vehicles, parking facility and essential amenities such as water, adequate lighting and others.
3. The bidding documents will be available free of charge on websites of the Procurement Policy Office: **publicprocurement.govmu.org** and that of this Office: **pmo.govmu.org**.
4. The duly completed bidding documents should be sealed in a single envelope, clearly marked with the Procurement Reference Number: **PMO/17-18/Q51/OAB** and the Bidder's name at the back of the envelope and addressed to: The Secretary to Cabinet and Head of the Civil Service, **Prime Minister's Office, 4<sup>th</sup> Floor, New Government Centre, Port Louis**. The sealed envelope should be deposited in the Tender Box located at 4<sup>th</sup> Floor, New Government Centre, Port-Louis, **not later than 13.30 hours (local hours) on Wednesday 09 May 2018**. Quotations by hand or by post should reach the same address by the same date and time at latest. Late quotations will be rejected and shall be returned unopened to the bidder concerned.

The **Prime Minister's Office** reserves the right to:-

- (a) accept or reject any bid; and
- (b) annul the bidding process and reject all bids at any time prior to contract award, without incurring any liability towards the bidder.

***Prime Minister's Office***  
***4<sup>th</sup> Floor, New Government Centre,***  
***Port Louis.***

***11 April 2018***

## Section I

### Examples of Bid Rejection Reasons

Bids have been rejected at the submission stage or found to be technically non-compliant due to errors in presentation and failure to follow bidding instructions. The Invitation to Bid contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why bids are rejected by public bodies. Bidders are urged to read this before submission and to check their bid conforms to each of these points and the instructions as noted in the bidding documents.

- ❖ The bid is either deposited in the tender box or handed by hand if so allowed, after the deadline for submission of bid.
- ❖ The bid is not submitted to the correct physical address as mentioned in the bid document.

**Note: the address for bid submission is different from the address for bid clarification.**

- ❖ The bid is not signed as per the instructions in the ITB.
- ❖ No sufficient documents have been provided.
- ❖ Documents provided do not directly address each point of the mandatory evaluation criteria.
- ❖ Proposal is more like a brochure for the firm without specifically addressing the specific criteria of the ITB.
- ❖ Bids do not offer goods or services which have been specifically requested by the procuring entity.
- ❖ Failure to enclose the duly signed Bid Submission Form(s).

**The above examples illustrate some common errors which may be made by bidders.**

**The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.**

## Section II

### INSTRUCTIONS TO BIDDERS

#### A. Introduction

1. The Prime Minister's Office intends to rent space of approximately **200 - 250m<sup>2</sup> or above** situated preferably in Port Louis, or in the vicinity of Port Louis or in any one of the districts of Pamplemousses, Rivière du Rempart, Moka, Plaine Wilhems or Black River, preferably at a distance of not more than 20 kms from the New Government Centre complete with amenities to serve as storage accommodation for its Warehouse under one roof with all provisions as described in the tender documents.

2. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Prime Minister's Office will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Invitation for bids.

#### B. Solicitation of Documents

3. **Examination of Bidding Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bidding Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

4. **Clarification of Bidding Documents:** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Prime Minister's Office, addressed to the **Manager, Procurement and Supply [Attn: Mr D. Ramoo], Fax No.: 201 3186 / 1481, e-mail address: [dramoo@govmu.org]**. The response will be made through an addendum to any request for clarification of the Bidding Documents that is received earlier than **14 days** prior to the deadline for the submission of bids. The addendum will be issued through the government procurement website and the onus will be on the bidders to check for same at all time.

5. **Amendments of Bidding Documents:** Not later than **7 days** prior to the deadline for submission of bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. All prospective Bidders that have uploaded the Bidding documents will be notified by way of addendum in the government procurement website. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the deadline for the Submission of Bids.

## **C. Preparation of Bids**

**6. Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Prime Minister's Office shall be in writing in English.

### **7. Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of ownership or otherwise to become a qualified bidder. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the procuring entity's satisfaction:

- (a) Bidders should produce evidence of ownership of the building space and/or being duly authorized to enter into a lease Agreement with a third party for the proposed building space;
- (b) Bidders shall provide such evidence of their continued eligibility satisfactorily to the Prime Minister's Office as the latter shall reasonably request;
- (c) Bidder shall submit any information on debarment/suspension, if any;
- (d) A bidder may be an individual or a legal entity;
- (e) In case of legal entities, bidders shall submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;

### **8. Documents Establishing Conformity to Bidding Documents:**

8.1 The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all related services which the Bidder proposes to supply under the contract.

8.2 The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings and data, and should consist of:

- (a) **A detailed description of the essential technical and functional characteristics of the offered premise;**
- (b) **Full details of the space, including but not limited to location and security arrangements in place, scheduled maintenance, etc;**
- (c) **Any such evidence which allows the use of the offered premise as a storage space;**
- (d) **Documents certifying that the offered premises are in compliance with fire safety regulations and accessible with parking facilities;**
- (e) **Written confirmation from the notary or other relevant authority that the premises are not under encumbrance and are not exposed to any other restriction/limitation;**

**9. Bid Currencies/Bid Prices:** All prices shall be quoted in **Mauritian Rupees**. The Bidder shall indicate a breakdown of the costs included in the monthly rates in the format provided in the Bid Submission Form Section VI.

**10. Period of Validity of Bids:** Bids shall remain valid for **90 days** after the deadline for Bid Submission prescribed by the Prime Minister's Office. A Bid valid for a shorter period shall be rejected as non-responsive.

**11.** In exceptional circumstances, the procuring entity may solicit the Bidder's consent to an extension of the period of validity in writing, without modifying their bids.

**12. Format and Signing of Bid:**

**12.1** The Bidder shall prepare and submit its bid in original. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed.

**12.2** The Bid shall be submitted in two separate sealed envelopes - one containing the original and one copy of the Technical proposal and the other containing the original of the Financial proposal. Each envelope should be marked with the name and address of the bidder and mentioning clearly to be whether the Technical or Financial Proposal. The two Financial and Technical proposals shall be inserted in one single envelope marked with the name and address of the bidder on the outside, deposited in the Tender Box or submitted at the Open Registry on 4<sup>th</sup> Floor, Prime Minister's Office, New Government Center, Port Louis.

**13. Sealing and Marking of Bids**

13.1. The Bidder shall seal both the inner and an outer envelopes.

13.2. The outer envelope shall be **addressed to:**

**The Secretary to Cabinet and Head of the Civil Service,  
Tender Box,  
4<sup>th</sup> Floor, New Government Building,  
Port-Louis**

and **marked with** Procurement Reference Number: **PMO/17-18/Q51/OAB.**

**14. Modification, Substitution and Withdrawal of Bids:** The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution and withdrawal is received by the procuring entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

**15. Opening of Bids:**

15.1 The Prime Minister's Office will open all bids in the presence of bidders or its representatives who choose to attend, at the time, on the date, and at the place specified in the

Bidding Documents. The bidders or its representatives who are present at the opening shall sign a register evidencing their attendance.

15.2 The Prime Minister's Office shall open only the envelope containing the technical proposal on the date, time and place as indicated in the Bidding Documents. **The financial proposal shall be kept unopened in a secured place.**

15.3 The bidders' names, bid modifications, substitutions or withdrawals, and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for late bids, which shall be returned unopened to the Bidder.

15.4 Bids that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

**16. Technical conformity:** Bids will be assessed in respect of its technical conformity with specified requirements. Bids that are technically responsive shall be retained for the financial evaluation. Determination of technical responsiveness shall be based on compliance with the content of the Bid itself and as indicated in the following evaluation criteria:

16.1 Compliance with requirements relating to technical features and ability of the Storage accommodation to satisfy functional requirements of the Prime Minister's Office. Any space offered lesser than the capacity mentioned and which does not bear a significant difference, may be considered at the discretion of this Office.

16.2 Compliance with security requirements of the procuring entity.

16.3 Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this documents (e.g. designing and building the participation layout, flooring works, amenities and other services specifically required for the accommodation).

16.4 Compliance with legal requirements (premises not under encumbrance, etc). Availability of documents confirming compliance of the Bidder to the requirements of the tender documents.

**Note: The Prime Minister's Office may conduct an inspection (site visit) of the premises and/or due diligence of the bidder (premises owner) prior to the award being made. The Procuring entity reserves the right to reject any offer/bid based on the findings made during such inspection, in case of non-compliance of the offer with any of the requirements set forth in this tender documents has been factually revealed.**

## **17. Clarification of Bids:**

17.1 To assist in the examination, evaluation and comparison of bids, the Prime Minister's Office may at its discretion ask the bidder for clarifications of its technical proposal. The request for clarifications and the response shall be in writing and no change in the substance of the Bid shall be sought, offered or permitted.

## 18. Evaluation of the Technical and Financial Proposals on a marking system

18.1 With a view to selecting the most advantageous proposals the bids responding substantially to the requirements of the procuring entity shall be evaluated as per a marking system. The total marks for the Technical Evaluation shall be 70 marks and the Financial Evaluation shall be 30 marks. The minimum pass mark for the Technical Evaluation shall be 50 marks and only those having scored at least the pass marks shall be retained for the Financial Evaluation. Bids having scored less than the pass marks shall be declared non responsive. Details of the Technical Evaluation markings are based as follows:

### Details of the Technical Evaluation Markings

	Rating Factors	Marks
<b>I</b>	<b>Location and Site Condition</b>	
	Accessibility	(10)
	Parking space	(10)
	Sanitation and health condition	(4)
	Structural condition	(10)
	Air Circulation and light	(4)
	Space requirements: (Below 200 m <sup>2</sup> = 2 Marks) (200 m <sup>2</sup> – 215 m <sup>2</sup> = 5) (216 m <sup>2</sup> – 225 m <sup>2</sup> = 10) (226 m <sup>2</sup> – 250 m <sup>2</sup> or above = 15)	(15)
	Water supply and toilet facilities	(4)
	Fire safety (fire extinguisher, etc)	(5)
	Maintenance and Security (burglarproof, etc)	(8)
		<b>(70)</b>

## 19. Opening of Financial Proposals

19.1 The procuring entity will then open the Financial Proposals that have obtained the pass marks and proceed with the evaluation.

The financial evaluation shall be based on 30 points, the lowest quote scoring the highest marks. The marks scored by any other bidder shall be the lowest quote divided by the said bidder's price times the maximum allocated marks for the financial proposal

## F. Award of Contract

**20. Award Criteria:** The Prime Minister's Office will establish a list of preferred bidders in the order of the highest score following the evaluation on the marking system. Contract shall be awarded to the bidder having submitted a responsive proposal and scored the highest marks

subject to the quoted rate being found reasonable and subject to the concurrence of the Valuation and Real Estate Consultancy Services and subject to the satisfaction of the Prime Minister's Office that the premises offered is appropriate to use as storage accommodation.

## **21. Negotiation**

Where the rate quoted by the first ranked bidder is higher than the acceptable rate as established by the Valuation and Real Estate Consultancy Services., the Prime Minister's Office may negotiate with the bidder with a view to arriving at an acceptable rate, failing which the public body shall consider the proposal of the second ranked bidder according to the same procedures defined for the first ranked bidder.

## **22. Rights of the Public body**

The Prime Minister's Office reserves the right to accept or reject any Bid, to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder(s).

## **23. Notification of Award**

Prior to the expiration of the period of Bid Validity the Prime Minister's Office shall notify the successful bidder of its selection for award while at the same time informing the unsuccessful bidders of the name of the selected bidder and the amount of rent payable.

The contract period and renewal conditions shall be as defined in the Bid Data Sheet.

## **24. Signing of the Contract**

29.1 Subject to any change, modification etc, the public body shall issue a Letter of Intent to the successful bidder and forward to him a draft contract. To the satisfaction of both parties, a letter of acceptance shall be issued.

### Section III BID DATA SHEET

The following specific data for the rental to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Bid Price	The price quoted shall be <b>exclusive of VAT</b> .
Documents Comprising the Bid	<p><b>The following documents should be included with the Bid submission:</b></p> <p>Technical Proposal</p> <ul style="list-style-type: none"> <li>(i) Bid submission form for Technical proposal (Section VI) including contact details of Bidder properly filled and signed.</li> <li>(ii) Conceptual design drawings and technical proposals to substantiate understanding of requirements.</li> <li>(iii) Set of valid ownership documentation (copy); <ul style="list-style-type: none"> <li>(b) building permit;</li> <li>(c) building insurance certificate, if applicable, also <ul style="list-style-type: none"> <li>- in case of individuals, copy of National Identity Card;</li> <li>- in case of legal entity: copy of company registration, TAN (Tax Account Number); and BRN (Business Registration Number);</li> </ul> </li> </ul> </li> </ul> <p>Financial Proposal</p> <p>Bid Submission Form for Financial Proposal (Section VI) including contact details of Bidder are properly filled and signed.</p> <p>All documents should bear signature of authorized person(s) and company seal (where applicable).</p>
Bid Validity Period	The bid shall remain valid for <b>90 days</b> from the date from the submission of bids.

Payment terms	It is not the policy of the Prime Minister's Office to effect any advance payment. The rent shall be made in equal monthly installments.
All communication must be directed to:	<p><b>The Manager Procurement and Supply, Prime Minister's Office, 5<sup>th</sup> Floor, New Government Centre. Port-Louis</b></p> <p><b>Tel No.: 201 2353 / Fax No.: 201 3186 / 1481 Email: dramoo@govmu.org</b></p>
Contract period	The contract shall be for an initial period of 3 years, renewable thereafter on a yearly basis upon satisfactory performance and may be renewed for any other period/s upon agreement between both parties.
Termination of Contract	The Prime Minister's Office reserves the right to terminate the contract for its own convenience giving 3 months' notice to the lessor.

## Section IV

### SCHEDULE OF REQUIREMENTS

1.Space requirement	<p>Proposals for renting of the building shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>(a) the building should be available with all the specified amenities and ready for occupation, preferably <b>as from as from signature of Lease Agreement.</b></li> <li>(b) storage accommodation area <b>preferably on the ground floor of approximately 150 - 225m<sup>2</sup></b> to accommodate the indicative requirement of the Public Body.</li> <li>(c) provision is for one large storage building of the mentioned space.</li> <li>(d) Preference will be given to buildings with the best technical facilities including air conditioning system, electrical system, water and toilet facilities.</li> <li>(e) The building should be easily accessible and provide parking facilities.</li> <li>(f) Building should meet basic standards as specified in the relevant legislation. Security and emergency exits should conform to the Occupational, Safety and Health Act 2005 and to the requirements of the Fire Services. This should include a valid Fire Certificate issued by the Fire Services Department under the Occupational Safety and Health Act No 28 of 2005 and shall comply to the conditions imposed therein.</li> <li>(g) Free Parking space to accommodate at least 2 vehicles (lorries of approximate 10 tons).</li> <li>(h) In case there are commercial entities in the proposed building, arrangements will be required that do not handicap security and ease of access to the government officials.</li> <li>(k) Bidders should submit the layout plans and detailed drawings of the building being proposed and give full description and specifications of materials to be used for the fit-out works;</li> <li>(l) The Public Body reserves the right to bring in amendments to the bidder's proposal to meet its requirements;</li> <li>(m)The fit-out works will be supervised by the Public Body, who will oversee</li> </ul>
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	<p>that the works are performed according to specifications above;</p> <p>(n) Prospective bidder(s) will be invited to quote for the building in terms of the following:</p> <p>Rental of storage space/per sq M/month, exclusive of VAT.</p> <p>Prospective bidders are informed that the Prime Minister's Office does not make any deposit to prospective bidders.</p>
2. Earliest date of availability	The Bidder should also state the earliest date as from which the space fitted with all the amenities as defined in clause 1 shall be available to the Prime Minister's Office.
3. Contract period	The contract shall be for an initial period of 3 years, renewable thereafter on a yearly basis upon satisfactory performance and may be renewed for any other period/s upon agreement between both parties.
4. Lease Agreement	A draft proposed lease agreement is herewith contained in Section V. Bidders may submit their comments/suggestions which may be subject to negotiation and finalization, prior to award of contract.

### **Electrical**

The premises should be provided with essential amenities such as electricity, electrical lighting, and water supply and toilet facilities.

Electrical and Plumbing installations to comply with standard from the relevant authorities in Mauritius such as the Energy Services Division and Ministry of Public Infrastructure.

Improvements may be requested by the Ministry during site visit to be made prior to issuing a letter of award. Electrical lighting to be adequate.

**Section VI - FORMS OF BID**  
**BID SUBMISSION FORM FOR TECHNICAL PROPOSAL**

(TO BE FILLED BY THE BIDDER AND SUBMITTED AS THE TECHNICAL PROPOSAL)

1. Name and address of Bidder:

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

2. Telephone No: \_\_\_\_\_ 3. Mobile Phone: \_\_\_\_\_

4. Fax No: \_\_\_\_\_ 5. E-mail address: \_\_\_\_\_

6. Having examined the bidding documents, including Addendum Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, I am /We are submitting our proposal of Storage space/building for rental as described above in response to the Invitation for Bids.
7. I am/We are also enclosing full details and relevant drawings of the building being proposed as well as a list of proposed works. I/ We propose to execute to suit your requirements.
8. The storage space/building proposed above shall be available as from ..... complete with the amenities as defined in the bid documents to be agreed by the bidder and by the Public Body.
9. I/We undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, and duly note all amendments and additions thereto, and note omissions therefrom that you may require.
10. I am/ We are also forwarding along with this proposal our comments/suggestion on the Lease Agreement attached with the bid document. I/We understand that the lease agreement shall be finalised after discussion in case our proposal is selected for your need.
11. I/ We confirm that I am/we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in the bidding documents.
12. This bid shall remain valid for a period of **90 days** as from the deadline set for the submission of bids.

13. We undertake to abide by the Conduct for Bidders and Contractors as provided under section 52 of Public Procurement Act 2006 during the procurement process and the execution of any resulting contract.

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

Signature of Bidder: \_\_\_\_\_

Position in Company (if applicable): \_\_\_\_\_

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

**3. BID SUBMISSION FORM FOR FINANCIAL PROPOSAL**  
(TO BE FILLED BY THE BIDDER AND SUBMITTED AS THE FINANCIAL PROPOSAL)

Name and address of Bidder: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Having examined the bidding documents, including Addendum Nos. *[insert numbers]*, I am /We are submitting our proposal of storage space/building for rental as agreed in response to the Invitation for Bids .....

Location of the storage space/building (give brief description)	Size of the storage space	Monthly Rental (Rs) exclusive of VAT
<b>Site and locations:</b>		
<b>Rental of Storage space</b>	...../sq.m	
<b>Total monthly rental excluding VAT</b>	.....	
<b>Total</b>		
<b>Syndic Fees (if applicable)</b>		

We undertake to abide by the Conduct for Bidders and Contractors as provided under section 52 of Public Procurement Act 2006 during the procurement process and the execution of any resulting contract.

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

Signature of Bidder: \_\_\_\_\_

Position in Company (if applicable): \_\_\_\_\_

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

**Reference: PMO/17-18/Q51/OAB**

## **Bid Securing Declaration**

By subscribing to the undertaking in respect of paragraph (k) of the Bid Submission Form:

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

- (a) have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the *Prime Minister's Office* during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

## Section V

### DRAFT LEASE AGREEMENT

BETWEEN

**XYZ COMPANY LIMITED**

Registered office situated at ....., duly represented by its

**General Manager**, hereinafter referred to as **The Lessor**.

ON THE ONE PART

AND

**PRIME MINISTER'S OFFICE**

duly represented by its ..... hereinafter referred to as **The Tenant**.

ON THE OTHER PART

The Lessor is the owner of a building situated at ..... Street, Port Louis.

The Lessor agrees to let the ..... Floor/s (of an area of ..... square feet) of its premises situated at ..... Street, Port Louis, to The Tenant.

The Tenant declares that he has visited and inspected the aforesaid premises and is in all respect satisfied with the state of the premises, more especially their state of repairs and fitness for occupation of the said premises.

The tenancy shall be governed by the Code Civil, and in default by the following terms and conditions:-

**1.0 Duration, renewal and Termination**

- 1.1 The tenancy shall be for an initial period of ..... years, starting as from the date of signature of the lease.
- 1.2 In case of renewal after three years, it shall be open for either party to renegotiate the terms of the agreement but in any case the amount of increase in rent shall be either the market rent or the amount provided for by the Landlord and Tenant Act.
- 1.3 The lease may be renewed at the lessee's option for further periods of ..... years at a time.
- 1.4 Notwithstanding paragraph 1.1, the Tenant may terminate the lease by giving, at least, three months advance notice to The Lessor.

## 2.0 **Financial Terms**

2.1 The rent shall be Rs ..... (Mauritian Rupees .....) exclusive Value Added Tax (VAT), payable in equal monthly installment, shall be credited in the Lessor' bank account.

## 3.0 **Parking**

3.1 The lessor will provide ..... parking slots for the exclusive use of the tenant.

## 4.0 **INSURANCE**

4.1 The Lessor shall insure the building leased and consequential loss against the risk of fire, full explosion, riots, strikes and malicious damage, cyclone and flood, earthquake and air crash.

4.2 Furthermore The Lessor shall also have its insurance policies covering the building and consequential loss endorsed to waive all rights of subrogation against The Tenants of the building.

## 5.0 **MAINTENANCE OF PREMISES**

5.1 The Tenant shall keep the premises in good tenantable repair and condition, fair wear and tear excepted, to the satisfaction of the Lessor.

5.2 The Tenant shall not cause any damage and/or modification to any component part of the building, without the consent of the Lessor, such consent shall not be unreasonably withheld.

## 6.0 **STRUCTURAL ADDITIONS, ALTERATIONS, NON-STRUCTURAL PARTITIONING AND REPAIRS**

6.1 Structural repairs shall be carried out by the Lessor, at its own costs, and at such time convenient to the Tenant.

6.2 In case the Lessor fails to undertake any of the repairs, the Tenant may, after having duly notified the Lessor by way of a written notice, undertake to effect the repairs at the Lessor's cost.

6.3 The Landlord shall be responsible and shall bear all costs for any further internal partitioning that the tenant may require, subject to renegotiation of the rent.

6.4 Any partitioning to be erected by the Tenant shall have the prior approval of the Lessor and shall be to such specification and standard as may be approved by the Tenant in writing, provided that such approval is not unreasonably withheld.

- 6.5 Except as otherwise agreed, the Tenant or the Lessor shall not paint or fix any advertisement, signboard or any other inscription on the external walls of the building.
- 6.6 The Tenant shall bear the cost for making good major defects in the building and its appurtenances arising from his activities on the premises, except for normal wear and tear.
- 6.7 (a) Except for minor and urgent works, the Tenant shall carry out no alteration, addition, installation and work of any nature whatsoever to the building or to fixtures, except with the Lessor's prior written approval and the permission of the Authorities concerned, if any.
- (b) Any such alteration, addition, installation or work so made may be removed by the Tenant at the expiry of the lease or of any of its renewals but the Tenant will have to restore at its cost the said premises to its former state, fair wear and tear excepted.
- (c) Should the Tenant decide not to remove any such alteration, addition, installation or work, it shall accrue to the Lessor without the latter having to pay indemnity and compensation whatsoever to the Tenant or to any other person, article 555 of the Civil Code or any other enactment notwithstanding.

#### 7.0 **SERVICES**

- 7.1 The Landlord shall supply telephone and data cabling services according to the requirements of the Tenant, if applicable.
- 7.2 The Tenant shall not modify or extend the plumbing, electrical and drainage installations on the premises without first obtaining the prior approval of the Lessor.

#### 8.0 **DRAINAGE AND SANITARY FACILITIES**

- 8.1 The Tenant shall ensure that no foreign substance of any nature is flushed down the drainage system, which will cause malfunctioning of the system or of septic tanks and absorption pits provided. The normal sanitary norm should be observed.
- 8.2 The Tenant shall be solely responsible for repairs to these items arising out of blockages, damage or any other cause, arising out of its fault and negligence.
- 8.3 The Tenant may remove, on vacation of the premises, all supplementary installation carried out by him, provided that any damage caused during removal of same is made good at his own cost. Any installation not removed shall become the property of the Lessor without any compensation or indemnity.

## 9.0 **SUB-LETTING**

The Lessee shall not sub-let all or part of the property leased to him. The Lessee shall transfer or assign in all or in part his right to the lease, with the consent of the Lessor, such consent shall not be unreasonably withheld.

THE LESSEE shall neither sub-let all or part of the property leased to him nor cede, transfer or assign in all or in part his rights to the lease. (Ministry to decide which of the three options to include).

## 10.0 **PAYMENT OF RENT, WATER ELECTRICITY CHARGES, ETC**

10.1 The Tenant shall settle his rent regularly by arranging with his bank for this to be paid through a standing order in favour of the Lessor so as to reach him by the tenth of each month.

10.2 The Tenant shall make his own arrangement for payment of his bills with respect to electricity, water, telephone, and any other services, and shall pay regularly all amount due and payable in respect thereof.

10.3 The Tenant shall be responsible for payment of all Tenant's taxes and related charges, if any, which may be levied on the space occupied by him.

10.4 Where the Tenant has been failing to pay the rent due for three consecutive months, the Lessor reserves the right to terminate the lease, after having notified the Tenants of its intention by way of a "mise en demeure", and without it being necessary for the Lessor to fulfill any other formality, whether judicial or extra judicial. (It would be advisable to provide a specific time limit instead of referring to 'constantly').

10.5 In case of recovery of any arrears of rent through an Attorney-At-Law, the Tenant shall pay to the Lessor any commission not exceeding 10% of the amount recovered and payable by the Lessor to such attorney.

## 11.0 **USE OF PREMISES**

11.1 The Tenant shall use the said property as storage accommodation only.

11.2 The Tenant shall ensure that all litter, garbage, waste generated from his use of the premises are stored in an orderly way and be not spilled on any part of the premises, including staircase, passages or thrown on the floor at any point.

11.3 The Tenant, its employees, agents, licensees and guests shall have full access and the right to use all common passageways, stairways, lifts and entrances as they exist at the date of this lease for the purposes of entering and leaving the premises. The Tenant shall have the right to affix name plates in appropriate places in the building to indicate the location of its premise.

11.4 THE TENANT shall be responsible for wrongful and actionable acts and doings of any person falling under its responsibility, and shall make good to the Lessor any damage due to such act or doings of any such person.

#### 12.0 **SAFETY PRECAUTIONS**

12.1 The Tenant shall not without the Lessor's prior written approval and that of the competent Authorities stock or store on the premises any inflammable or dangerous materials or noxious substances or any articles, stores or other merchandise generally whatsoever whether edible or not which are in a state of putrefaction or which can give off any noxious odour and which are hazardous to health.

12.2 The Tenant shall keep the landing and the staircase free of obstructions so as to facilitate evacuation of the building in case of emergency and shall keep unlocked all emergency doors in the building during working hours.

12.3 The Tenant shall ensure that emergency exits are at all times free from any obstruction.

12.4 The Tenant shall comply with all the conditions which the Authorities may require for the safety, health and welfare of employees and/or the safety of the premises.

12.5 The Lessor shall keep and maintain on the premises adequate fire prevention and fire control apparatus and shall ensure that such apparatus is at all times in good working order. Whenever appropriate, the Tenant shall seek the advice of the Fire Services on necessary fire safety measures he needs to maintain on the premises.

#### 13.0 **INSPECTION OF PREMISES**

13.1 The Tenant shall permit the Lessor and/or his agents, with or without workmen or officers, to enter the premises, at any convenient time to him (the Tenant), to view the state of repair and/or for the purpose of taking inventories of the Lessor's fixtures and fittings therein, or of doing such works and things as may be required for any repair, alteration or improvement to the premises. The Lessor and/or his agents and workmen in so doing will cause as little inconvenience as possible to the Tenant.

13.2 The Tenant shall authorize the Lessor or its accredited representative to visit and inspect the premises leased to ensure that all the conditions of the present lease are being complied with or implemented by the Tenant, at any time which is convenient to the Tenant.

#### 14.0 **EXPENSES AND CHARGES**

14.1 The Lessor will assure through its own organization the security of the premises.

14.2 The maintenance of the common passages, entrances, yards and common parts and services will be undertaken by the Lessor.

15.0 **ARBITRATION**

In the event of any dispute as to the meaning and intention of this lease it is hereby agreed by both parties that the dispute shall be referred to a Court of Law.

16.0 **NOTICES**

Any notice or other correspondence required to be served or exchanged under this agreement shall be so served or exchanged, as the case may be, at the following address:-

For **THE LESSOR** at his office  
The General Manager, XYZ Co. Ltd, No. .... Port  
Louis

For **THE TENANT** at No ..... , Port  
Louis

Made in two originals and in good faith at Port Louis

This ..... day of ..... 20.....

**LESSOR**

(s) .....

**TENANT**

(s) .....

## Section VII - CHECK LIST

### Check list for submission of bids (to be filled by bidder)

Item	List of document
1.	<p>The following documents shall be included:</p> <p><b>Technical Proposal</b></p> <ul style="list-style-type: none"><li>(i) Drawings and site plan for the proposed storage space</li><li>(ii) Bid submission Form for technical proposal duly signed</li><li>(iii) Suggestion(s), if any, on draft lease Agreement</li><li>(iv) Proof of ownership of building</li><li>(v) List of proposed works to be executed and expected duration period to arrange for the storage space to suit the requirements of the Public Body, if any.</li><li>(vi) Any other document(s) required to complete the bid submission, as specified in this bidding document.</li></ul> <p><b>Financial Proposal</b></p> <ul style="list-style-type: none"><li>(i) Bid Submission Form containing the Financial Proposal</li></ul>

**Disclaimer:** The above list is meant to assist the bidder in submitting a complete proposal. However, the onus remains on the bidder to ensure that its submission is complete for a proper evaluation as guided by the bidding document.