

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 suppliers** 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 will be available free of charge on this website: **publicprocurement.govmu.org.**
4. Any clarifications sought by any bidder in respect of the item to be procured shall 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 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 "**RENTING OF SPACE WITH AMENITIES FOR STORAGE ACCOMMODATION (PMO/17-18/Q14/OAB)**" and indicating the closing date and time should be addressed to the Secretary to Cabinet and Head of the Civil Service and deposited in the **Bid Box** at the under-mentioned address on or before **Wednesday 27 September 2017** up to **13.30** hours (local time) at latest.
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.

**Prime Minister's Office,
4th Floor, New Government Centre,
Port Louis**

25 August 2017



Prime Minister's Office

BIDDING DOCUMENTS

Issued on 25 August 2017

for

Renting of Space with amenities

for

Storage Accommodation

Procurement Reference No: PMO/17-18/Q14/OAB

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PRIME MINISTER'S OFFICE

COMMUNIQUE

Rental of Space

Invitation to Bid

The **Prime Minister's Office (PMO)** intends to rent space of approximately **200 - 250m²** situated preferably in Port Louis or, if not in the vicinity of Port Louis in a distance of approximately 15 – 20 kilometers from New Government Centre, Port Louis 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, toilet facility, parking facility and essential amenities such as water, adequate lighting and power points.
3. Bidding documents may be downloaded free of charge from the Public Procurement Portal (publicprocurement.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/Q14/OAB and the Bidder's name at the back of the envelope and addressed to the **Prime Minister's Office, 4th Floor New Government Centre, Port Louis**. The sealed envelope should be deposited in the Bid Box located at 4th Floor, New Government Centre, Port-Louis **not later than 13.30 hours (local hours) on the Wednesday 27 September 2017**. 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
4th Floor, New Government Centre,
Port Louis.
25 August 2017

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 bid 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 (PMO) intends to rent space of approximately 200 - 250m² situated preferably in Port Louis or, if not in the vicinity of Port Louis in a distance of approximately 15 – 20 kilometers from New Government Centre, Port Louis complete with amenities to serve as storage accommodation for its Warehouse under one roof with all provisions as described in the tender documents.

2. **Eligible Bidders:** Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the public body to provide such services for the preparation of the design, specifications, and other documents to be used for the procurement under this Invitation for Bids. Bidders are not eligible if their participation in procurement activities in the Republic of Mauritius is prohibited under the laws of Mauritius.

3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the **PMO** 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

4. **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.

5. **Clarification of Bidding Documents:** A prospective Bidder requiring any clarification of the Bidding Documents may notify the **PMO** addressed to the **Manager, Procurement and Supply [Attn: Mr D. Ramoo], Fax No.: 201 3186, 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/addenda will be uploaded in the government procurement website and the onus will be on the bidders to check for same at all time.

6. **Amendments of Bidding Documents:** Not later than **14** 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

7. 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 **PMO** shall be in writing in English.

8. Documents Comprising the Bid:

- The Bid submitted shall comprise the following documents:
 - (a) **Documentary evidence** established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
 - (b) **Documentary evidence** established in accordance with clause 10 of Instructions to Bidders that the accommodation space proposed by the Bidder conform to the Bidding Documents; and
 - (c) the **Bid Submission form with a price breakdown** completed in accordance with the Sections III, IV and V and clause 11 of Instructions to Bidders;

9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as 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 satisfactory to the **PMO** 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;

10. Documents Establishing Conformity to Bidding Documents:

10.1 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.

10.2 The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall 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) **Documents authorizing 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;**

(f) A detailed description of the qualities of the offered premise completed in accordance with Section IV.

(g) Bid security, if applicable.

11. 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.

12. Period of Validity of Bids: Bids shall remain valid for **90 days** after the deadline for Bid Submission prescribed by the **PMO**. A Bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

14. Format and Signing of Bid:

14.1 The Bidder shall prepare one original and one copy of the Bid. 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. A 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.

14.2 **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 and one copy 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 envelopes shall be inserted in one single envelope marked with the name and address of the bidder on the outside.**

15. Sealing and Marking of Bids

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

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

**The Secretary to Cabinet and Head of the Civil Service,
Bid Box,
4th Floor, New Government Building,
Port-Louis**

and marked with –

INVITATION TO BID

“PMO/17-18/Q14/OAB” and “DO NOT OPEN TILL Wednesday 27 September 2017

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be addressed to the **above mentioned address and deposited in the Bid Box situated at the 4th Floor, New Government Centre, Port-Louis** on or before the date and time indicated above and in the Bid Data Sheet.

16.2 The **PMO** may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders,

in which case all rights and obligations of the procuring entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the procuring entity after the Deadline for Submission of Bids shall be rejected and returned unopened to the Bidder.

17. 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.

Opening and Preliminary Examination

18. Opening of Bids:

18.1 The **PMO** 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 section III of this Bidding Documents. The bidders or its representatives who are present at the opening shall sign a register evidencing their attendance.

18.2 The **PMO** shall open only the envelope containing technical proposal on the date, time and place **indicated in the BDS. The financial proposal shall be kept unopened in a secured place.**

18.3 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.

18.4 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.

18.5 The **PMO** will prepare minutes of the Bid Opening.

19. Preliminary Examination:

19.1 Prior to the detailed evaluation, the **PMO** will determine the substantial responsiveness of each Bid to the Invitation for Bid (IFB). A substantially responsive bid is one which conforms to all the terms and conditions of the tender documents without material deviations.

19.2 The procuring entity will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

19.3 A Bid determined as not substantially responsive will be rejected by the **PMO** and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

20. Technical conformity: Bids will be assessed in respect of its technical conformity with specified requirements. Bids that are technically responsive shall be retained for

further 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:

Technical conformity

- 1.1 Compliance with requirements relating to technical features and ability of the Storage accommodation to satisfy functional requirements of the **PMO** (as per Section V).
- 1.2 Compliance with General Conditions specified in these Bidding Documents.
- 1.3 Compliance with administrative and security requirements of the procuring entity (as per Section V).
- 1.4 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).
- 1.5 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 PMO 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.

21. Clarification of Bids:

21.1 To assist in the examination, evaluation and comparison of bids the **PMO** 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.

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

23.1 The **PMO** will start determining the substantial responsiveness of the Technical Proposal. A substantially responsive bid is one which conforms to all the terms and conditions of the tender documents without material deviations.

23.2 The procuring entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

23.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

23.4 A Technical Proposal determined as not substantially responsive will be rejected by the **PMO** and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.5 With a view to selecting the most advantageous proposals the bids responding substantially to the requirements of the procuring entity shall be further 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 49 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
I	Location and Site Condition	
	1. Accessibility	(10)
	2. Topography and Drainage	(5)
	3. Parking space	(5)
		20
II	Neighbourhood Data	
	1. Prevailing rental rate	(8)
	2. Sanitation and health condition	(5)
	3. Adverse influence	(2)
		15
III	Real Estate	
	1. Structural condition	(10)
	2. Functionality	
	a. Air Circulation	(2)
	b. Light and ventilation	(3)
	c. Space requirements (Below 200 m ² = 0 Marks) (200 m ² - 215m ² =3) (216 m ² - 230m ² = 6) (231 m ² and above = 10)	(10)
	3. Facilities	
	a. Water supply and toilet	(2)
	b. Fire safety	(3)
	4. Other requirements	
	a. Maintenance	(2)
	b. Security	(3)
		35

24. Opening of Financial Proposals

24.1 The procuring entity will then proceed with the evaluation of the Financial Proposals.

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

Ie: $\frac{\text{Lowest Price}}{\text{Price under Consideration}} \times \text{Highest Mark}$

Price under Consideration

Example:

If the price quoted by the lowest bidder **A** is Rs 120,000 and the maximum marks allocated for the financial proposal is 30 marks, the lowest bidder gets 30 marks and a bidder **D** having quoted Rs 150,000 will get:

$$\frac{120000}{150000} \times 30 = 24 \text{ marks}$$

A bidder **F** having quoted Rs 130,000 will get:

$$\frac{120000}{130000} \times 30 = 27.69 \text{ marks}$$

The marks scored for the Technical and Financial assessment shall be lumped and the bid scoring the highest marks shall be considered as the lowest evaluated bid based on the Technical and Financial proposals.

F. Award of Contract

25. Award Criteria: The **PMO** 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 by the Valuation and Real Estate Consultancy Services.

26. 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 **PMO** 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.

27. Rights of the Public body

The **PMO** 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).

28. Notification of Award

Prior to the expiration of the period of Bid Validity the **PMO** 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, if any, shall be as defined in the Bid Data Sheet

29. Signing of the Contract

29.1 Subject to Challenge and Review, the public body shall promptly issue its letter of acceptance to the successful bidder and forward to him a draft contract.

29.2 Within 30 days of receipt of the Contract the successful Bidder shall sign, date and return it to the **PMO**.

30. Publication of Award

For all contract exceeding Rs 5M the **PMO** shall promptly publish the award of a contract on the public procurement portal stating the name and location of the building, the name and address of the owner, the contract price and the duration of the lease.

32. Debriefing.

The **PMO** shall promptly respond to requests for debriefing made by any unsuccessful bidders within 30 days from the date of notification of award.

33 Corrupt or Fraudulent Practices

33.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the Government of the Republic of Mauritius:

(a) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and

(b) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

33.2 In further pursuance to this policy, bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): <http://ppo.gov.mu>.

¹In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Purchaser.

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 prices quoted shall be exclusive of VAT
Documents Comprising the Bid	<p>BID SUBMISSION</p> <p>The following must be included in the Bid submission:</p> <p>Technical Proposal</p> <ul style="list-style-type: none"> (i) Bid submission form for Technical proposal (Section VI) including contact details of Bidder properly filled and signed (ii) Conceptual design drawings and technical proposals to substantiate understanding of requirements and manner in which these would be met. (iii) Compliance technical schedules where required in the technical specifications are properly filled and signed (iv) Bid Securing Declaration (iv) Set of valid ownership documentation (copy); Engineer's certificate for building; layout; building insurance certificate, also <ul style="list-style-type: none"> - in case of individuals, copy of National Identity Card or Passport; TAN (Tax Account Number); bank statement on availability of bank account and BRN (Business Registration Number); - in case of legal entity: Firm/Company Profile covering copy of company registration, technical and financial capacity etc., TAN (Tax Account Number); and BRN (Business Registration Number); <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.</p> <p>N.B. Incomplete Bids shall be deemed non-responsive and rejected.</p>
Deadline for Submission of Bids	Bids comprising of the Technical and Financial proposals should be received by the procuring entity by 13:30 hours , on

	Wednesday 27th September 2017.
Bid Opening	Envelopes containing the technical proposals shall be opened on Wednesday 27th September 2017 at 13.45 hours, at Prime Minister's Office 7th Floor Conference Room, New Government Centre Port-Louis Envelope containing the Financial Proposal shall remain unopened and secured.
Documents Establishing Bidder's Eligibility & Qualifications	Required, as per clause 9 of the Instruction to Bidders (Section II)
Bid Validity Period	90 days from the date from the submission of bids.
Preliminary Examination of Financial Proposals – completeness of bid.	Rates with breakdown costs is clearly filled and signed at the submission of the Financial proposals
Evaluation of Bids	Bids will be evaluated based on following criteria: <ul style="list-style-type: none"> - Compliance with pricing conditions set in the ITB - Compliance with requirements relating to technical features and ability of the storage space to satisfy functional requirements of the PMO - Compliance with General Conditions specified by these Bidding Documents - Compliance with administrative and security requirements of the relevant authorities - Demonstrated ability to honour important responsibilities and liabilities allocated to Supplier in this ITB (e.g. design and build partition, and other amenities) - Compliance with legal requirements (premises not under encumbrance, etc). / Availability of documents confirming compliance of the Bidder to the requirements of the ITB. <p>Financial proposal Rates quoted by the highest ranked bidder shall be subject to assessment of the Valuation and Real Estate Consultancy Services.</p>
Payment terms	It is not the policy of the PMO to approve advance payments. The rent shall be made in an equal monthly installments.
All communication must be directed to:	The Manager Procurement and Supply, Prime Minister's Office, 5th Floor Conference Room, New Government Centre Port-Louis - Fax No. 201 3186
Requests for additional information	Request for additional information must be received at least 14 (fourteen) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.
Contract period	The contract shall be for an initial period of 1 year, renewable thereafter upon satisfactory performance for another period/s.

Section IV General Conditions

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

..... **OFFICE** – [*insert name of public body*] 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, 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.
- 2.2 Unless otherwise agreed, the tenant shall pay a service charge at market rate for the premises. (not applicable to all leases)

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 all 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 the erection of further internal partitioning that the tenant may require, subject to renegotiation of the rent.
- 6.4 All the partitioning and diving walls 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.
- 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 in all toilet and mess room facilities.
- 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 V

SCHEDULE OF REQUIREMENTS

1.Space requirement

Proposals for renting of the building shall meet the following requirements:

- (a) the building should be available with all the specified amenities and ready for occupation, preferably **as from as from signature of Lease Agreement**
- (b) storage accommodation area **preferably on the ground floor of approximately 200 - 250m²** to accommodate the indicative requirement of the Public Body as listed at Annex B.
- (c) provision is required for one large storage building.
- (d) Preference will be given to buildings with the best technical facilities including air conditioning system, electrical system, water and plumbing system.
- (e) The building should be easily accessible and provide parking facilities.
- (f) The building should meet the minimum requirements with regard to electrical and water supply as per **Annex A**;
- (g) 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 in the Schedule One Sheet 1 and/or Sheet 2 and Schedule Two of the Fire Certificate. Building should be provided with fire/smoke detectors, fire alarm and firefighting facilities as per established standards;
- (h) Prospective bidders should propose storage environment that provides for comfort.
 - (i) Free Parking space to accommodate at least 2 vehicles. Bidders are invited to specify number of parking slots available ;
- (j) 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.
- (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;
- (l) The proposed accommodation schedule at **Annex B** is only indicative at this stage.
- (m) The Public Body reserves the right to bring in amendments to the bidder's proposal to meet its requirements;
- (n) The fit-out works will be supervised by a Project Manager, to be appointed by the Public Body, who will oversee that the

works are performed according to specifications above;

- (p) Prospective bidder(s) will be invited to quote for the building in terms of the following:
Rental of storage space/per sq M/month , exclusive of VAT

- (q) Prospective bidders are informed that the **PMO** does not make any deposit to prospective bidders.

- 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 **PMO**.
- 3. Contract period** The initial contract period shall be one (1) year renewable thereafter on terms and conditions agreeable to 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, power points and water supply.

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 and power points.

Indicative Accommodation Schedule of Storage Space

No	Storage Space	M ²
1	Spacious Building	200-250
2	Parking for two vehicles	

Specification and Compliance Sheet Authorised By:

Signature _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

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: _____

1. 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
2. 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.
3. The storage space/building proposed above shall be available as from complete with the amenities as defined in ITBto be agreed by the bidder and the Project Manager appointed by the Public Body.
4. 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 ITB
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: _____

1. 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.

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]*, the receipt of which is hereby acknowledged, 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
Site and locations:		
Rental of Storage space/sq.m	
Total monthly rental excluding VAT	
VAT	
Total		
Syndic Fees		

This bid shall remain valid for a period of 90 days as from the deadline set for the submission of bids.

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: _____

Section VII - CHECK LIST

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

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

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.