

BIDDING DOCUMENTS

Issued on: 6 October 2010

For

Renting of Office Space

OAB No: 39 of 2010

Project: *RENTING OF OFFICE SPACE FOR STAFF
ACCOMODATION*

Procuring Entity: *MINISTRY OF ARTS AND CULTURE*

Foreword

The Bidding Documents in this publication have been prepared pursuant to section 7(c) of the Public Procurement Act 2006 for use by Public Bodies for renting of offices. These documents are to be used for national Open Advertised Bidding (OAB).

For lease of office spaces and residential premises abroad, the PPO will advise on an ad hoc basis taking into consideration the procedures and practices in the respective countries.

Those wishing to submit comments or suggestions on the Bidding Documents or to obtain additional information on procurement in Mauritius are encouraged to contact:

**The Director
Procurement Policy Office
Ministry of Finance and Economic Development
Level 8, Emmanuel Anquetil Building, Port Louis, Mauritius
Tel: No. (230)201-3760 & Fax: No. (230)201-3758
Email: mof-pposecretariat@mail.gov.mu**

Table of Contents

1.	Introduction.....	6
2.	Public Entities Related to Bidding Documents and to challenge and Appeal.....	6
3.	Submission of Challenge and Application for Review	6
4.	Corrupt Practices.....	7
5.	Eligibility of Bidders.....	8
6.	Qualification of Bidders	8
7.	Contents of Bidding Documents	9
8.	Clarification of Bidding Documents.....	9
9.	Amendment of Bidding Documents	9
10.	Language of Bid	9
11.	Documents Comprising the Bid.....	9
12.	Monthly Rent.....	10
13.	Bid Validity.....	10
14.	Bid Security	10
15.	Format and Signing of Bid.....	10
16.	Submission, Sealing and Marking of Bids	11
17.	Deadline for Sub-mission of Bids.....	11
18.	Late Bids	11
19.	Bid Opening.....	11
20.	Clarification of Bids.....	12
21.	Award Criteria	12
22.	Public Body’s Right to Accept any Bid and to Reject any or all Bids.....	12
23.	Office Space Requirement.....	12
24.	Earliest date of availability	13
25.	Contract period	13
26.	Lease Agreement.....	13
27.	Bid Form	14
28.	Form of Bid Security	16

Section1. Instructions to Bidders (ITB)

- 1. Introduction** The Ministry of Arts and Culture, also referred to as Public Body herein intends to rent an office space of about 900 m² to serve as offices for its staff.

The Public Body's address for consultation and collection of bid documents is the Ministry of Arts and Culture, Procurement Unit, 1st Floor, Old Prison Building; c/n Maillard and Pope Henessy streets, Port Louis

Proposals are invited for buildings in Port Louis area within **500mts** from the Head office, with easy access to the general public and in an environment compatible with the need of the Public Body.

- 2. Public Entities Related to Bidding Documents and to challenge and appeal**
- 2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, and the Independent Review Panel, set up under section 44 of the Public Procurement Act 2006 (hereinafter referred to as the Act.)
- 2.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
- 3. Submission of Challenge and Application for Review**
- 3.1 **Challenges if any, should be addressed to: Permanent Secretary, Ministry of Arts and Culture, 7th Floor, Renganaden Seeneevassen Building, c/n Maillard and Pope Henessy Streets, Port Louis.**

- 3.2 Application for Review should be forwarded to:

The Chairperson
Independent Review Panel,
Level 1, Stratton Court,
La Poudrière Street,
Port Louis.

4. Corrupt Practices

The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.

- (a) Government officials and bidders/suppliers/contractors shall conform to the standards of conduct set forth in sections 51 and 52 of the Act , which provide as follows:

Section 51:

- (1) A public official involved in planning or conducting public procurement proceedings or contract administration, shall:
- (a) discharge his duties impartially so as to ensure fair competitive access to procurement by suppliers;
 - (b) act in the public interest, and in accordance with the objectives and procedures set out in this Act;
 - (c) avoid conflicts of interest, and the appearance of conflict of interest, in carrying out his duties and conducting himself;
 - (d) not commit or abet any corrupt or fraudulent practice, including solicitation or acceptance of improper inducements;
 - (e) keep confidential any information that comes into his possession relating to procurement proceedings and to bids, including bidders' proprietary information;
 - (f) for a period of 2 years after leaving the public service not accept a position of authority in any private concern with which he had official dealings ; and
 - (g) declare his assets in such a manner as may be prescribed.
- (2) (a) No public official, or his close relative, shall participate as a bidder in procurement proceedings of that public body and no award of a procurement contract shall be made directly to such official or to any body in which he or his close relative, is employed in a management capacity or has a substantial financial interest.
- (b) "close relative" includes spouse, child grandchild or parent.

Section 52 Conduct of bidders and suppliers

- (1) A bidder or a supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.
- (2) A bidder or a supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process, or affect the execution of a contract.
- (3) A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, establish bid prices at artificial non-competitive levels or otherwise deprive a public body of the benefit of free and open competition.
- (4) A public body shall reject a bid if the bidder offers, gives or agrees to give an inducement referred to in subsection (1) and promptly notify the rejection to the bidder concerned and to the Policy Office.
- (5) (a) Subject to paragraph (b), a bidder or supplier who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such bidder or supplier, shall not participate in such bidding.
 - (b) Paragraph (5) shall not apply to the several bodies (consultants, contractors or suppliers) that together may be performing the supplier's obligations under a turnkey or design-build contract."

5. Eligibility of Bidders

- 5.1 Bidders should prove themselves to be owner of the building and/or duly authorized to enter into a lease Agreement with a third party for the proposed building space.
- 5.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified.
- 5.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Public Body, as the Public Body shall reasonably request.

6. Qualification of Bidders

- 6.1 A bidder may be a natural person, a private entity or a government –owned entity.
- 6.2 In case of private 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; written power of attorney or other evidence of the signatory of the Bid to commit the Bidder;

- 6.3 Bidders should submit evidence of their ownership of the premises, the Engineer's certificate and copy of the Land use permit for the building in order to qualify for consideration.

7. Contents of Bidding Documents

7. The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 9:

Section I	Instructions to Bidders
Section II	Public Body's Requirements
Section III	Forms of Bid,
Section IV	Form of Security
Section V	Check list

8. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Public Body in writing at the Public Body's address indicated in clause 3.1. The Public Body shall respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids.

9. Amendment of Bidding Documents

- 9.1 Before the deadline for submission of bids, the Public Body may modify the Bidding Documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to everyone having obtained the Bidding Documents from the address indicated in sub clause 1.1. Prospective bidders shall acknowledge receipt of each addendum in writing to the Public Body.

10. Language of Bid

All bids or proposals or contract documents relating to the Bid shall be in "English".

11. Documents Comprising the Bid

The Bid submitted by the Bidder shall comprise the following:

- (a) Form of Bid;
- (b) Bid Security in accordance with Clause 14,
- (c) Drawings and site plans for the proposed office space;
- (d) Proofs for ownership of buildings;

- (e) Engineer's Certificate;
- (f) Copy of land use permit for the building

and any other materials required to be submitted by bidders, as specified in this document.

12. Monthly Rent

The rental fee quoted shall be firm throughout the contract period and inclusive of VAT, syndic fees and any other prevailing taxes and charges payable by the building owner.

13. Bid Validity

The bid validity period shall be 90 days as from the closing date for submission of proposals.

14. Bid Security

- 14.1 Bidders shall furnish as part of his Bid, a Bid security of **Rs 10,000** in the form of a bank guarantee to be issued by a local commercial bank as per format contained in clause 28.

The Bid security shall have a validity period extending up to 30 days beyond the expiry of the validity period of the bid.

- 14.2 The bid security shall be subject to a demand for payment only in the following cases -

(a) **if** the Bidder withdraws, cancels or substantially modifies the bid after the bid opening, during its period of validity;

(b) **if** the Bidder does not accept a correction of an arithmetical error; or

(c) **if** the Bidder, having been notified of the acceptance of its bid during the validity of the bid, fails to sign the contract if so required or fails to furnish a performance security if so required.

15. Format and Signing of Bid

- 15.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to clause 5.1. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 15.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Public Body, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons

signing the Bid.

15.3 The Bidder shall furnish information as described in the Form of Bid.

16. Submission, Sealing and Marking of Bids

16.1 Bidders may always submit their bids by mail or by hand. The Bidder shall seal the original and one copy of the Bid in an envelope., The envelope shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Public Body at the address provided in clause 17.1
- (c) bear the name and identification number of the Contract as defined on the cover of this document; and
- (d) provide a warning not to open before the specified time and date for Bid opening as defined in clause 17.2

16.2 If the envelope is not sealed and marked as above, the Public Body shall assume no responsibility for the misplacement or premature opening of the Bid.

17. Deadline for Sub-mission of Bids

17.1 Bids shall be delivered to :The Tender Box, Ministry of Arts and Culture, 7th Floor, Renganaden Seeneevassen Building, c/n Maillard and Pope Henessy Streets Port Louis.

17.2 The dead-line for the submission of bids shall be on Wednesday 10 November 2010 by 13.00 hours at latest.

17.3 Bid opening shall be carried out at the time and date indicated below at the same place as mentioned in 17.1

Opening of bids on Wednesday 10 November 2010 at 13 00 hrs.

18. Late Bids

In accordance with section 32 of the Act, a bid received by the public body after the deadline for the submission of bids shall not be opened and shall be returned to the bidder that submitted it. The date and time of arrival of a late bid shall be recorded in the minutes of the bid opening.

19. Bid Opening

The Public Body shall open the Bids, including modifications made, in the presence of the Bidders or Bidders' representatives who choose to attend at the time and in the place specified in

sub-clause 17.

- | | |
|--|--|
| 20. Clarification of Bids | To assist in the examination, evaluation, and comparison of Bids, the Public Body/CPB may, at the its discretion, ask any Bidder for clarification of the Bidder's Bid, |
| 21. Award Criteria | Subject to clause 22, the Public Body shall award the Contract to the Bidder whose Bid has been determined to be best value for money in responding to the requirements of the Public Body, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of clause 5, and (b) qualified in accordance with the provisions of clause 6. |
| 22. Public Body's Right to Accept any Bid and to Reject any or all Bids | Notwithstanding clause 21, the Public Body reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders. |

Section II Public Body's Requirements

- | | |
|-------------------------------------|---|
| 23. Office space Requirement | Proposals for renting of office space shall as far as possible meet the followings: |
|-------------------------------------|---|
- (a) Office space of approximately **900 sq mts**, excluding kitchen, toilet facilities and main circulation area i.e. staircase, lift lobby and entrance porch/verandah.
 - (b) The office space should be in **Port Louis** preferably within a radius of **500 mts** from the Head office with easy access to the public.
 - (c) Building should of reinforced concrete with security and emergency exits and provided with comfortable staircase and lifts.
 - (d) Security and emergency exits should conform to the Health, Safety and Welfare Act and to the requirement of the Fire Services.
 - (e) The total number of offices would be **around 30** and of reasonable surface area.
 - (f) The offices should be partitioned with fire retardant materials and allow for the flexibility of re-organising the space to meet the Public Body's requirements.

- (g) Flooring should be of ceramic tiles.
- (h) Openings at ground, first and second floor should be fitted with burglarproof reinforcement.
- (i) The premises should be provided with essential amenities such as electricity, water supply, water storage facilities and standby generators.
- (j) Building should be provided with fire detectors, fire alarm and fire fighting facilities as per established standards.
- (k) Adequate number of toilets(separate for gents and ladies) within easy reach from the office areas
- (l) Offices should be air conditioned by split units. The other areas such as corridor, toilet and kitchen should be properly ventilated.
- (m) Parking facilities for at least **15** vehicles should be provided.

24. Earliest date of availability

The Bidder should also state the earliest date as from which the office space fitted with all the amenities as defined in clause 23. shall be available to the Public Body.

25. Contract period

The initial contract period shall be for three (3) years renewable thereafter on terms and conditions agreeable to both parties.

26. Lease Agreement

Bidders should submit a copy of their proposed lease Agreement. The lease Agreement shall be subject to negotiation and finalization with the selected bidder, prior to award of contract.

Section III Form of Bid

27. Bid Form

BID SUBMISSION FORM

1. Name and address of Bidder: _____

2. Telephone No _____ 3. Mobile No _____

4. Fax No _____ 5. E-mail address _____

5(i) Proposal

Location of the office space (give brief description)	Size of the office space	Monthly Rental (Rs)

5 (ii)	Particulars	Quantity	Monthly Rate (Rs)	Total (Rs)
	Parking	15		

Important Note: Monthly rental fee shall be inclusive of VAT, syndic fees and any other applicable taxes and charges payable by the building owner.

6. The office space proposed above shall be available as from complete with the amenities as defined in Clause 23 of the Tender document.

I/We am/are submitting our proposal of office space for rental as described above in response to the OAB I/We am/are also enclosing full details and relevant drawings as well as a list of works I/ We propose to execute to suit your requirements.

I/We are also forwarding along with this proposal a draft copy of our Lease Agreement which I/we propose to finalise after discussion in case our proposal is selected for your need.

We confirm that we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in Clause 5.

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.

Signature of Bidder _____

Position in Company (if applicable) _____

Date: _____

Section IV Form of Security

28. Form of Bid Security

Form of Bid Security (Bank Guarantee)

*[If required, the **Bank** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets .]*

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Public Body]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before **10 March 2011**.

Section V- Check list for submission of bids

Item	List of document	checked
1.	Form of Bid	
2.	Original Bid security	
3.	Drawings and site plan for the proposed office space	
4.	Copy of lease Agreement	
5.	Proof for ownership of building,	
6.	Engineer's Certificate	
7.	Copy of the land use permit for the Building	
8.	List of works to be executed and expected duration period to arrange for the office space to suit the requirements of the Public Body	
9.	Any other document required to complete the bid submission, as specified in this bid document.	