



INDEPENDENT COMMISSION AGAINST CORRUPTION

Procurement Reference No. 05 of 2018/2019

Bidding Document

For

**Renting of Residential Building located at Port Mathurin or in the vicinity of Port Mathurin,
Rodrigues**

Tender Close: 12 November 2018

**Independent Commission Against Corruption
Réduit Triangle
Moka**

12 October 2018



INDEPENDENT COMMISSION AGAINST CORRUPTION

SECTION 1

My Ref: ICAC/A/406/119

12 October 2018

Dear Sir/Madam,

Request for Sealed Quotation

Procurement Reference No.05 of 2018/2019

Renting of Residential Building located at Port Mathurin or in the vicinity of Port Mathurin, Rodrigues

The Independent Commission Against Corruption (ICAC) intends to rent a residential building between 100 to 125 square metres for an initial period of one year with possibility of renewal for further two years.

2. More details on the project are provided in the Specifications Schedule of Requirements at **Section IV** of the bidding document.
3. Potential lessors are kindly invited to submit their best bids. Any resulting contract shall be subject to the terms and conditions referred to in the document.
4. Bids should be **sent by post to Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, Mauritius** not later than **Monday 12 November 2018**.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'R. Emrith', is written over a blue horizontal line.

R. Emrith (Mrs)

for Acting Director

Corporate Services Division

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 Scope of Bid

1.1 The Independent Commission Against Corruption (ICAC) intends to rent a building located at Port Mathurin, or in the vicinity of Port Mathurin, Rodrigues, between 100 square metres to 125 square metres preferably one or two storeys, complete with amenities such as partitions, floor finishes, blinds, electrical installation, water system, pump installation, power points, air-conditioning, telephone network, data cabling etc. to serve as residential building with provision for kitchen and toilet facilities, for an initial period of one year with possibility of renewal for further two years.

2.0 Eligible Bidders

2.1 Bidders are not eligible if their participation in this procurement activities in the Republic of Mauritius is prohibited under the laws of Mauritius.

3.0 Cost of Bid

3.1 The bidder shall bear all costs associated with the preparation and submission of their bids and the ICAC will in no case be responsible or liable for those costs arising therefrom regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

4.0 Examination of Bidding Documents

4.1 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.

5.0 Clarification of Bidding Document

5.1 A prospective bidder, requiring any clarification of the bidding documents, may notify the ICAC in writing at its address or by sending an e-mail on procurement@icac.mu and **shall be addressed to the Secretary of the Tender Committee.**

5.2. The ICAC will respond in writing to any request for **clarification** of the Bidding documents that it receives no later than seven (7) days prior to the deadline for submission of bids prescribed by the ICAC. Copies of the ICAC's response (including an explanation of the query but not identifying its source) will be sent to all prospective bidders to whom the bidding documents have been addressed.

6.0 Amendments of Bidding Documents

6.1 No later than 14 days prior to the deadline for submission of bids, the ICAC 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 to whom the bidding documents have been addressed will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the ICAC may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

7.0 Language of the Bid

7.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the ICAC shall be written in English.

8.0 Documents Comprising the Bid

The Bid submitted shall comprise the following documents:

- (a) **Documentary evidence** established in accordance with clause 9.0 of ITB 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 10.0 of ITB that the building proposed by the Bidder conform to the Bidding Documents; and
- (c) **Bid Submission Form** with a price breakdown duly completed.

9.0 Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the ICAC'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) A bidder may be an individual or a legal entity;
- (c) 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;

10.0 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 premises;
- (b) Full details of the building space, including but not limited to: location, administrative and security arrangements in place, scheduled maintenance, availability, etc.;
- (c) Documents authorizing the use of the offered premises as a building space;
- (d) Documents certifying that the offered premises are in compliance with fire safety regulations; and
- (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.

11.0 Bid Prices

11.1 All prices shall be quoted in **Mauritian Rupees (MUR)**. The Bidder shall submit a breakdown of the costs included in the monthly rates in the format provided in the Bid Submission Form at Section VI.

12.0 Period of Validity of Bids

12.1 Bids shall remain valid for **90 days** after the deadline for Bid Submission prescribed by ICAC pursuant to clause 14 of ITB. A Bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, the ICAC 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.

D. SUBMISSION OF BIDS

13.0. Sealing and Marking of Bids

- 13.1 The original Bid should be sealed in a one envelope.
- 13.2 The envelope shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the **Acting Director, Corporate Services Division**, Independent Commission Against Corruption (**ICAC**) with the **bidder's name** at the back of the envelope.
 - (c) bear the name and identification number of the Contract as defined in the Invitation to bid; and
 - (d) provide a warning not to open before the specified date and time for Bid Opening.

14.0 Deadline for Submission of Bids

- 14.1 The bids should be sent by post, at **Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, Mauritius not later Monday 12 November 2018.**
- 14.2 The ICAC may extend the deadline for the submission of bids by issuing an amendment in accordance with ITB Clause 6.0, in which case all rights and obligations of the ICAC and the bidders, previously subject to the original deadline, will then be subject to the new deadline.

15.0. Late Bids

- 15.1. Any Bid received by the ICAC after the deadline prescribed in **ITB Clause 14** in the bidding documents will be returned unopened to the bidders.

E. OPENING AND EVALUATION OF BIDS

16.0 Bid Opening

- 16.1 The bids shall be opened by the ICAC Bid Opening Committee, at Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, Mauritius on **Monday 12 November 2018.**

17.0 Process to be Confidential

- 17.1 Information relating to the examination, clarification, evaluation, comparison of bids, and recommendations for award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the ICAC's processing of bids or award decisions may result in the rejection of his bid.
- 17.2 If, after notification of award, a bidder wishes to ascertain the grounds on which his bids was not selected, he should address his request to the ICAC, who will provide a written explanation. Any request for explanation from one bidder should relate only to its own bid. Request for information about the bid of competitors will not be addressed.

18.0 Preliminary Examination

- 18.1 Prior to the detailed evaluation, the **ICAC** will determine the substantial responsiveness of each Bid. A substantially responsive bid is one which conforms to all the terms and conditions without material deviations.
- 18.2 The **ICAC** 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.
- 18.3 A Bid determined as not substantially responsive will be rejected by the **ICAC** and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.4 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.

19.0. Technical conformity

19.1 Bids will be assessed in respect of its technical conformity with specified requirements. 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

- (i) Compliance with requirements relating to technical features and ability of the building to satisfy the requirements of the ICAC.
- (ii) Compliance with terms and Conditions specified in the Bidding Documents.
- (iii) Compliance with administrative and security requirements of the ICAC.
- (iv) Compliance with legal requirements (premises not under encumbrance, etc.). Availability of documents confirming compliance of the Bidder to the requirements of the ITB.

20.0 Site Visit

20.1 ICAC 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 ICAC reserves the right to reject any offer/bid based on the findings made during such inspection, in case non-compliance of the offer with any of the requirements set forth in this ITB has been factually revealed.

21.0 Clarification of Bids:

21.1 To assist in the examination, evaluation and comparison of Bids, the ICAC may at its discretion ask the Bidder for clarification of its technical proposal. The request for clarification and the response shall be in writing and no change in the substance of the Bid shall be sought, offered or permitted.

F. AWARD OF CONTRACT

23.0 Award of Contract

23.1 The ICAC will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be eligible and qualified in accordance with the provisions in the bidding documents.

24.0 ICAC's right to accept any bid and to reject any or all Bids

24.1 The ICAC 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.

24.2 The ICAC 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.

25.0 Notification of Award and Signing of Agreement

25.1 Prior to the expiry of the period of bid's validity, the ICAC shall, notify the selected bidder of the proposed award, in writing, by a Letter of Award of contract. The Letter of Award shall specify the sum that the ICAC will pay the Contractor in consideration of the execution and completion of the Contract.

SECTION III

SCHEDULE OF REQUIREMENTS

- 1.0 The proposal for renting of the residential building should meet the following requirements:
- (i) The residential building should be available with all the specified amenities and ready for occupation, preferably **within three (3) months as from the date of signature of lease**;
 - (ii) The building to be of one storey or two storeys;
 - (iii) The area to be **around 100 m² to 125 m²** ;
 - (iv) In addition, provision is required for adequate kitchen and toilet facilities;
 - (v) The lessor will provide parking slots for the exclusive use of the tenant. Bidders are invited to specify number of parking slots available;
 - (vi) Electrical installation and standby generators (if available);
 - (vii) Air conditioning installation;
 - (viii) Fire alarm and detection system (if available); ;
 - (ix) Water pumps installation;
 - (x) The building should be provided with water storage facilities;
 - (xi) Bidders should submit the layout plans and detailed drawings of the building being proposed.
- 2.0 Preference will be given to buildings with the best technical facilities including air conditioning system, electrical system, water and plumbing system and telephone system, size, functionality and accessibility of living /dining room and corridors and the best security provisions particularly for lower floors and access and parking space;
- 3.0 **Earliest date of availability**
- 3.1 The Bidder should also state the earliest date as from which the office space fitted with all the amenities as defined in clause 1 shall be available to the ICAC.
- 4.0 **Duration, renewal and Termination**
- 4.1 The tenancy shall be for an initial period of one year starting as from the date of signature of the lease.
- 4.2 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.
- 4.3 The lease may be renewed at the lessee's option for further periods of two years at a time.
- 4.4 Notwithstanding paragraph 3.1, the Tenant may terminate the lease by giving, at least, three months advance notice to the Lessor.
- 4.0 **Insurance**
- 5.1 The Lessor shall insure the building leased and consequential loss against the risk of fire, explosion, riots, strikes and malicious damage, cyclone and flood, earthquake and air crash.
- 5.2 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.
- 6.0 **Maintenance of premises**
- 6.1 The Tenant shall keep the premises in good tenantable repair and condition, fair wear and tear excepted, to the satisfaction of the Lessor.

7.0. Structural additions, alterations, non-structural partitioning and repairs

- 7.1 Structural repairs shall be carried out by the Lessor, at its own costs, and at such time convenient to the Tenant.
- 7.2 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.
- 7.3 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.

SECTION IV

The Bidder is required to fill the following form and to provide all related evidence/catalogue/certificates for same.

S.N.	Description	Proposed by the Tenderer YES/ NO
1	Building Location	
2	Within a locus of 3 km from Port Mathurin	YES/ NO
3	Building space : around 100 m² to 125 m²	Specify..... m ²
4	One storey building	YES/ NO
5	Two storeys building	YES/ NO
6	Kitchen facilities	YES/ NO
7	Toilet facilities male	YES/ NO
8	Toilet facilities female	YES/ NO
9	Electrical installation	YES/ NO
10	Water installation	YES/ NO
11	Pump installation	YES/ NO
12	No of Rooms – One storey building	Specify.....
13	No of Rooms – Two storey building	Specify.....
14	Number of doors	Specify.....
15	Number of windows	Specify.....
16	Living / dining room	YES/ NO
17	Corridor	YES/ NO
18	Parking facilities	YES/ NO
19	Fire alarm system	YES/ NO
20	CCTV System	YES/ NO
21	Air Conditioning System	YES/ NO
22	Earliest date of availability	Specify.....
23	Windows with security bars	YES/ NO
24	Pictures may be submitted	YES/NO

SECTION V

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 No _____
4. Fax No _____ 5. E-mail address _____
- 6 Having examined the bidding documents, including Addendum I am /We are submitting our proposal of residential building for rental as described above in response to the Invitation for Bids for **[Procurement No.05 of 2018 / 2019]**,
- 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 (if any) I/we propose to execute to suit your requirements.
- 8 The space of building proposed above shall be available as from complete with the amenities.
- 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, for the purpose of reviewing our Proposal and duly noting all amendments and additions thereto, and noting 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 finalized 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 document.
- 12 This bid shall remain valid for a period of 90 days as from the deadline set for the submission of bids.
- 13 I/We undertake to submit a Performance Security as a guarantee to fulfill my/our obligation to have the residential building ready for occupation as agreed.

Name of Bidder _____

Signature of Bidder _____

Position in Company (if applicable) _____

Date: _____

SECTION VI

BID SUBMISSION FORM FOR FINANCIAL PROPOSAL

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

1. Name and address of Bidder: _____

2. Telephone No _____ 3. Mobile No _____

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

6. Having examined the bidding documents, including Addendum, I am/we are submitting our proposal of residential building for rental as agreed in response to the Invitation for Bids for *[Procurement No.05 of 2018/2019]*.

Location of the residential building (give brief description)	Size of the building space	Monthly Rental (Rs) Exclusive of VAT
Site and locations: Rental of residential building Parking Facilities	 sq.m	
Total monthly rental excluding VAT		
VAT		
Total		
Syndic Fees		

6. This bid shall remain valid for a period of **90 days** as from the deadline set for the submission of bids at the first stage.
7. I/We undertake to submit a Performance Security as a guarantee to fulfill my/our obligation to have the building ready for occupation as agreed.

Name of Bidder _____

Signature of Bidder _____

Position in Company (if applicable) _____

Date: _____

SECTION VII

BID CHECK LIST

Procurement Reference No.: 05 of 2018 /2019

Check list for submission of bids

(To be filled by bidder)

List of Document	<i>(please tick if submitted and cross if not)</i>
The following documents shall be included in the bidding document	
Drawings and site plan	
Proof of ownership of building	
Copy of land use permit for the building	
Bid Submission Form for technical proposal duly signed	
Bid Submission Form for financial proposal duly signed	
Performance bond	
Copy of Building and Land Use Permit	
Proof of Ownership of Building (Contract of Lease)	
Any other document (s) required to complete the submission of the bidding document	