



**Independent Commission Against Corruption**

**BIDDING DOCUMENTS**

**For**

**Renting of Office Space / Building**

**For**

**ICAC SUB- Office in Port Mathurin, Rodrigues**

**Procurement Reference No. 48 of 2022 / 2023**

**Tender Close: Friday 14 April 2023 at 14.00 hours**

**Independent Commission Against Corruption**

**Réduit Triangle**

**Moka**

**23 March 2023**

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### ACRONYM

1. ICAC – Independent Commission Against Corruption
2. IFB – Invitation For Bid
3. ITB – Instruction To Bidders
4. TM – Technical Merit
5. FM - Financial Merit
6. M & E – Mechanical & Electrical Services
7. LTA – Long Term Arrangement



**INDEPENDENT COMMISSION AGAINST CORRUPTION**

**SECTION I**

Dear Sir / Madam

23 March 2023

**Invitation For Bid ( IFB)**

**Procurement Reference No. 48 of 2022 / 2023**  
**Renting of Office Space / Building**  
**for ICAC Sub –Office in Port Mathurin, Rodrigues**

The Independent Commission Against Corruption (ICAC) intends to rent a building for use as office space having a floor area of **45 to 55 square metres** with amenities in Port Mathurin, Rodrigues for an initial period of three years, renewal thereafter on such terms and conditions to be agreed by both parties.

Bidding documents will be available as from **Thursday 23 March, 2023** by free download from the ICAC website ([www.icac.mu](http://www.icac.mu)) or at the ICAC Sub – Office in Port Mathurin, Rodrigues and at the ICAC Head Quarters, Reduit Triangle, Moka.

Bids containing Technical Proposal and Financial Proposal in two separate sealed envelopes should be sent by **registered post** or **deposited** in the Tender Box situated at **Ground Floor, ICAC Headquarters, Réduit Triangle, Moka not later than Friday 14 April 2023 at 14.00 hours.**

Yours faithfully

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

**D.Ramjeeawon**

**For Acting Director,**

**Corporate Service Division**

**SECTION II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**A. Introduction**

- 1.0 General:** The ICAC intends to rent a building for use **as office** space having a floor area of **45 to 55 square metres** in **Port Mathurin, Rodrigues**, with amenities such as water supply, partitions, power outlets, air-conditioning, telephone and internet outlets, parking facilities and in compliance with Health and Safety laws and Regulations. The lease agreement shall be valid for an initial period of three (03) years, renewable thereafter on such terms and conditions to be agreed by both parties.
- 2.0 Eligible bidders:** Bidders shall not be eligible if their participation in this procurement exercise in the Republic of Mauritius is prohibited under the laws of Mauritius.
- 3.0 Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of the bids and the ICAC shall in no case be responsible or liable for those costs, arising regardless of the conduct or outcome of the Invitation for Bids.

**B. Bidding Documents**

- 4.0 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 shall be at the bidder's own 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, by addressing its request to:

**The Acting Director,  
Corporate Services Division  
(Attn: Senior Officer- Procurement)  
Independent Commission Against Corruption (ICAC) Headquarters,  
Réduit Triangle,  
Moka.**

The ICAC shall respond in writing to any request for **clarification** of the bidding documents that it receives seven (7) days prior to the deadline for submission of bids. The response (including an explanation of the query but not identifying its source) shall be made available on the ICAC website.

**6.0. Amendments of bidding documents:** No later than **seven (7) 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 will be notified in writing of any amendments on the ICAC Website. 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:** 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 Mandatory documents comprising the bid**

8.1 The bid shall comprise the following documents:

<b>1. Bidder’s Eligibility and Qualifications</b>
(a) Copy of National Identity Card of bidder or Copy of biodata page of a passport of bidder
(b) Certificate of Incorporation (if applicable)
(c) Certificate of Business Registration Number (if applicable)
<b>2. Technical Proposal</b>
(d) Drawings and site plan for the proposed office space/ building
(e) Proof of ownership of building
(f) Copy of Building and Land Use Permit (BLUP)
(g) Bid Submission Form for technical proposal duly signed as per Section VI
(h) List of proposed works to be executed and expected duration period to arrange for the office space to suit the requirements of the ICAC.
(i) Written confirmation from a Notary Public or other relevant authority that the premises are not under encumbrance and are not exposed to any other restriction / limitation.
(j) Fire Certificate
(k) Documentary evidence in relation to Alarm System
(l) Bid Check List (duly filled in)
(m) Duly signed declaration as per Annex I of Section VIII
<b>3. Financial Proposal</b>
(n) Bid Submission Form containing the Financial Proposal as per Section VI

**9.0 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 at Section VI.

**10.0 Period of Validity of Bids:** Bids shall remain valid for **120 days** after the deadline for bid submission prescribed by ICAC pursuant to clause 14 of Instructions to Bidders. A bid valid for a shorter period may be rejected as non-responsive pursuant to clause 17 of Instruction to Bidders. 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.

**11.0 Bid Security is not required**

**D. Submission of bids**

**12.0. Format and signing of bid**

**12.1** The bidder shall prepare one original and two copies 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 authorised 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 initialled.

**12.2** The bid shall be submitted in **two separate sealed envelopes** – one containing the original and copies of the Technical proposal and the other original and copies of Financial proposal- each envelope **clearly** marked with the name and address of the bidder and specifying which one contains the Technical and Financial Proposal. The two envelopes shall be inserted in one single envelope marked with the name and address of the bidder on the outside.

**13.0 Sealing and marking of bids**

**13.1** The bidder shall seal the inner and outer envelope.

**13.2** The outer envelope shall be:

**(a) Addressed to:**

**The Acting Director,  
Corporate Services Division,  
Independent Commission Against Corruption (ICAC) Headquarters,  
Réduit Triangle,  
Moka.**

(b) **Marked with –**

**INVITATION FOR BID**

**“Renting of Office Space / Building with Amenities for ICAC SUB- Office in Port Mathurin, Rodrigues and  
DO NOT OPEN TILL Friday 14 April 2023.”**

**14.0 Deadline for Submission of Bids / Late Bids**

14.1 Bids must be sent by **registered post**, or **deposited in the Tender Box situated at the ground floor, Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, on or before Friday 14 April 2023.**

14.2 The ICAC may, at its discretion, extend this deadline for the submission of bids by amending the bidding document in accordance with Clause 6.0 of Instructions to Bidders, in which case all rights and obligations of the ICAC and bidders previously subject to the deadline shall thereafter be subject to the extended deadline.

14.3 Any bid received by the ICAC after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

**15.0 Modification, Substitution and Withdrawal of Bids:** The bidder may modify, substitute or withdraw its bid after submission, provided that the bidder notifies the ICAC in writing of the modification, substitution and withdrawal prior to the deadline for submission. No bid shall be modified after passing of the deadline for submission of bids. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

**E. OPENING AND EVALUATION OF BIDS**

**16.0 Opening of Bids**

16.1 The ICAC shall open all bids at Independent Commission Against Corruption (ICAC) **Headquarters, Réduit Triangle, Moka, on Friday 14 April 2023.**

16.2 The ICAC shall open the envelope containing the technical proposal on the date, time and place specified in the bidding documents. **The financial proposal shall be kept unopened in a secure place.**

- 16.3 The bidders' names, bid modifications, substitutions or withdrawals, and such other details as the ICAC, at its discretion, may consider appropriate, shall be noted at the opening. No bid shall be rejected at the Bid Opening, except for bids received after the deadline for submission, which, in such case, shall be returned unopened to the bidder pursuant to clause 14 of Instructions to Bidders.
- 16.4 Bids (and modifications sent pursuant to clause 15 of Instruction to Bidders) that are not opened at Bid Opening shall not be considered for any evaluation. Withdrawn bids shall be returned unopened to the bidders.

## **17.0 Preliminary Examination**

- 17.1 Prior to the detailed evaluation, the ICAC shall determine whether each bid is in conformity to the IFB and to all the terms and conditions of the ITB.
- 17.2 The ICAC shall examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.
- 17.3 A bid which is not in conformity with the IFB and ITB shall be rejected by the ICAC and shall not subsequently be made responsive by the bidder by correction of the non-conformity.
- 17.4 Some of the grounds on which the bid can be rejected at the preliminary examination are as follows:
- (i) Bid is submitted after the deadline for submission
  - (ii) Bid is not submitted to the correct physical address
  - (iii) Bid is not signed as per instructions in the ITB
  - (iv) Sufficient document has not been submitted
  - (v) Documents do not address each point of the mandatory evaluation criteria
  - (vi) Bidders do not offer goods or services which have been specifically requested by ICAC
  - (vii) Failure to enclose the signed Bid Submission Form.

## **18.0 Technical Conformity**

- 18.1 Bids shall then be assessed in respect of its technical conformity with specified requirements. Bids that are technically responsive or can be changed to be responsive shall be retained for discussion as per Instructions to Bidders 19.2. Determination of technical responsiveness shall be based on compliance with the content of the bid itself and as indicated in the following evaluation criteria:

- (1) Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the ICAC (as per Section V)
- (2) Compliance with General Conditions specified in the bidding documents.
- (3) Compliance with administrative and security requirements of the ICAC (as per Section V)



- (4) Demonstrated ability to honor important responsibilities and liabilities allocated to supplier in this ITB (e.g. designing and building the participation layout, flooring works, amenities and other services specifically required for the offices)
- (5) Compliance with legal requirements (premises not under encumbrance, etc.). Availability of documents confirming compliance of the Bidder to the requirements of the ITB.

Note: The ICAC and/ or its agent may conduct an inspection (site visit) of the premises and / or due diligence of the bidder (premises owner) prior to the award being made. In case of non-compliance of the offer with any of the requirements set forth in this ITB as may be revealed during the inspection (site visit) of the premises, the ICAC reserves the right to reject any offer / bid.

#### **19.0 Clarification of Bids**

- 19.1 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.
- 19.2 The ICAC may conduct clarification meetings with each or any bidder to discuss any matter, technical or otherwise, where the ICAC requires amendments or changes to be made to the Technical Proposal. The changes to be made shall be recorded and signed by both parties.
- 19.3 Where amendments or changes are required by the ICAC, bidders will be requested in writing to adjust their technical proposals accordingly and confirm same with their submission of the financial proposals accordingly and confirm same with their submission of the financial proposal as per clause 8 of the ITB. Any supplementary price proposal shall only contain the changes in price resulting from the changes in the technical proposals. Bidders shall note that, if, during the evaluation of the price proposals, the ICAC considers that the changes in price are unrealistic in comparison with the original price proposal, the bid shall be rejected. Bidders not willing to make changes to their technical proposals may withdraw from the bidding process.

#### **20.0 Invitation to submit Supplementary Financial Proposals**

- 20.1 At the end of the evaluation of the Technical proposals, the ICAC shall invite bidders who have submitted substantially responsive Technical Proposals to submit their supplementary Financial Proposal and amendment to their original Technical Proposals, where applicable. Bidders shall indicate the date, time and place for the submission of their supplementary financial proposals and amendment to their original Technical Proposals.

20.2 Unsuccessful bidders shall be notified of the grounds on which their bids have been found to be substantially non-responsive to the technical requirements of the bidding documents.

### **21.0 Opening of Financial Proposals**

21.1 The ICAC shall open the Financial Proposals, the supplementary Financial Proposal and the amendments to the technical proposals as applicable, at the time, date and location advised to the bidders.

21.2 The bidder's name, the bid price and such other details as the ICAC may consider appropriate, will be noted at the opening.

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

22.1 Prior to the detailed evaluation, the ICAC shall determine the substantial responsiveness of the Financial Proposal. A substantially responsive bid is one which conforms to all the terms and conditions of the ITB without deviations.

22.2 The ICAC shall examine the bids to determine whether they are complete, whether any computation errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

22.3 Arithmetical errors shall 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 shall be rejected. If there is a discrepancy between words and figures the amount in words shall prevail.

22.4 A Financial Proposal found not to be substantially responsive shall be rejected by the ICAC and shall not subsequently be made responsive by the bidder by correction of the non-conformity.

22.5 With a view to selecting the most advantageous proposal, the ICAC shall apply the following marking system:

**Table of Rating Factors for Lease  
Marking for Technical Merit (TM)**

	<b>Rating Factors</b>	<b>Weight (%)</b>	<b>Rating</b>
<b>1</b>	<b>Location and Site Condition</b>		
	1. Accessibility (a) Easy movement in and out of the compound with clear view	35	

	(b) For disabled		
	2. Topography and draining	30	
	3. Availability of Parking space for public and officers	35	
	<b>Total I</b>	<b>100</b>	
<b>II</b>	<b>Neighbourhood Data</b>		
	1. Sanitation and health condition	50	
	2. Proximity of Police and Fire Station	25	
	3. Proximity of Bank / Post office / Telecommunication	25	
	<b>Total II</b>	<b>100</b>	
<b>III</b>	<b>Real Estate</b>		
	<b>1. Structural condition- strong iron structures and secured openings</b>	25	
	<b>2. Functionality</b>		
	a. Module design	10	
	b. Room arrangement	10	
	c. Circulation	10	
	d. Adequacy of Light and ventilation	10	
	e. Space requirements	10	
	<b>3. Facilities</b>		
	a. Water supply and adequacy of toilet facilities	5	
	b. Lighting system	5	
	c. Fire exit, fire alarm system, firefighting equipment, Lift (if applicable)	5	
	d. Maintenance	5	
	e. Air Conditioning	5	
	<b>Total III</b>	<b>100</b>	

	Rating Factors	Total (A)	Weight (%)	Rating (A x B)
	<b>I. Location and Site Condition</b>		20	
	<b>II. Neighbourhood Data</b>		20	
	<b>III. Real Estate</b>		60	
	<b>Marking for Technical Merit (TM)</b>			

#### Marking for Financial Merit (FM)

	Rating Factors	Weight (%)	Rating
	<b>I. Rental of office space (monthly)</b>	<b>100</b>	
	<b>Total A</b>		
	<b>II. Cost of attributable amenities (monthly)</b>		
	(a) Cost of floor finishes	15	
	(b) Cost of partitioning works	35	
	(c) Cost of M& E services	35	

	(d) Parking facilities	15	
	<b>Total B</b>		

	<b>Rating Factors</b>		
	I. Renting office space	Total A x 0.8	
	II. Cost of attributable to amenities	Total B x 0.2	
	<b>Marking for Financial Merit (FM)</b>		

**Total Marking = (0.6 x TM) + (0.4 x FM)**

**F. AWARD OF CONTRACT**

**23.0 Award of Criteria:** The ICAC shall establish a list of preferred bidders in the order of highest score following the evaluation on the marking system. The Contract shall be awarded to the bidder having submitted the most substantially responsive bid which meets the qualification criteria specified in the bidding documents.

**24.0 Negotiation**

Where the rates quoted by the first ranked bidder is higher than acceptable rates as established by the ICAC, the ICAC may negotiate with the bidder with a view to arrive to an acceptable rate, failing which the ICAC shall consider the proposal of the second ranked bidder according to the same procedures defined in clauses ITB 22 and 23.

**25.0 Rights of the ICAC**

The ICAC reserves the right to accept or reject any bid, to annul 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(s).

**26.0 Notification of Award**

Prior to the expiration of the period of bid's validity, the ICAC 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.

**27.0 Signing of the Contract**

Within 30 days of receipt of the Contract the successful bidder shall sign, date and return it to the ICAC.

## **28.0 Debriefing**

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

## **29.0 Corrupt or Fraudulent Practices**

29.1 It is the policy of the ICAC 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.

29.2 In pursuance of this policy, the ICAC:

- (a) shall 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) shall 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 nominated subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

## SECTION III

### BID DATA SHEET

The following data 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 Instruction to Bidders.

<b>Relevant clause (s) of Instruction to Bidders</b>	<b>Specific data complementing, supplementing, or amending Instruction to Bidders</b>
Bid Price	The prices shall be inclusive of VAT.
Document Comprising the Bid	<p>The following must be included in the Bid Submission:</p> <p style="text-align: center;"><b>1.BID SUBMISION AT FIRST STAGE</b></p> <p>Technical Proposal</p> <p>(i) Bid submission form for Technical proposal (Section VI) including contact details of bidder are properly filled and signed.</p> <p>(ii) Conceptual design drawings and technical proposals to substantiate understanding of requirements and manner in which theses would be met.</p> <p>(iii) Compliance technical schedules where required in the technical specifications are properly filled and signed.</p> <p>(iv) Set of valid ownership documentation (copy); Engineer's certificate for building; layout; building insurance certificate and Fire Certificate.</p> <p>(v) In case of individuals copy of National Identity Card or Copy of the biodata page of Passport; Tax Account Number (TAN), and Business Registration Number (BRN) – (if applicable)</p> <p>(vi) In case of legal entity: Certificate of Incorporation, TAN, BRN</p> <p>(vii) Duly signed Declaration ( Section VIII)</p> <p><b>Financial Proposal</b></p> <p>(i) Bid Submission Form for Financial Proposal (Section VI) including contact details of bidder shall be properly filled and signed.</p> <p><b>Bid Securing Declaration Form</b></p> <p>(i) Signed</p>

	<p style="text-align: center;"><b>2. BID SUBMISSION AT SECOND STAGE</b></p> <p>(i) Rectification of the Technical Proposals as discussed and agreed during clarification, where applicable, and</p> <p>(ii) Supplementary to the Financial Proposal representing the additional cost for the rectifications in the Technical Proposal.</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 ICAC on or <b>before Friday 14 April 2023</b> .
Bid Opening	The envelope containing the Technical Proposals shall be opened on <b>14 April 2023 at 14.00 hours at ICAC</b> . Envelope containing the Financial Proposal shall remain unopened and secured.
Documents Establishing Bidder's Eligibility & Qualifications	<b>Required, as per clause 8 of the Instruction to Bidders (Section II).</b>
Bid Validity Period	120 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 the Bids	<p>Bids shall be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> <li>- Compliance with pricing conditions set in the ITB.</li> <li>- Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the ICAC.</li> <li>- Compliance with General Conditions specified by these bidding documents.</li> <li>- Compliance with administrative and security requirements of relevant authorities</li> <li>- Demonstration ability to honour important responsibilities and liabilities allocated to Supplier in this ITB (e.g. design and build partition, supply of IT network and other amenities)</li> <li>- Compliance with legal requirements (premises not under encumbrance, etc ). Availability of documents confirming compliance of the bidder to the requirements of the ITB.</li> </ul> <p><b>Financial Proposal</b> Rates quoted by the highest ranked bidder shall be subject to assessment of ICAC.</p>
Payment terms	No advance Payment will be made

All communication must be directed to:	<b>The Acting Director, Corporate Services Division, Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka.</b>
Request for additional information	Request for additional information must be received at least seven (7) 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 on a Long-Term Arrangement basis with the successful bidder. The LTA shall be valid for <b>three (3) years</b> at fixed rates and may be extended based on the actual performance of the LTA holder and if needed as a result of another bidding process or evaluation of the market rates.



**SECTION IV**

**General Conditions**

Draft lease agreement

Between

..... (Name of bidder), residing at ..... (address) (The "Lessor")

..... (Company Name), bearing file number.....having its registered office address at at..... duly represented by its ....., (The Lessor.)

(as applicable)

ON ONE HAND

AND

INDEPENDENT COMMISSION AGAINST CORRUPTION, of ICAC Headquarters, Réduit Triangle, Moka duly represented by its Acting Director of Corporate Services Division (**The Lessee**).

ON THE OTHER HAND

The lease agreement shall be governed by the provisions of the Code Civil, and in default by the following terms and conditions:

The Lessor is owner of a building situate at .....

The Lessee 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 of the said premises.

**1.0 The Leased Premises**

1.1 The Lessor hereby agrees to lease to the Lessee a .....of square metres, situate at..... (road), Port Mathurin, Rodrigues, to be used as the Lessee's sub-office in Rodrigues (hereinafter referred to as the "leased premises")

**2.0 Duration and renewal**

2.1 The lease agreement shall be valid for a determinate duration of three (3) years, effective from the date of signature of the agreement.

2.2 The lease agreement may be renewed at the Lessee's option for an additional determinate period of three (3) years by giving one (1) month advance notice to the Lessor before the expiry date of the lease agreement.

2.3 In case of renewal, it shall be open for either party to negotiate the terms and conditions of the lease agreement. Any increase in the amount of rent shall be at the rate of the prevailing market rent or such other rate to be agreed upon by the parties.

### **3.0 Rent**

3.1 The monthly rent payable shall be Rs. .... (Mauritian Rupees .....)  
plus Value Added Tax (VAT).

3.2 The Lessee hereby undertakes to pay the monthly rent to the Lessor net of tax deducted at source by the tenth of the following month.

### **4.0 Parking**

4.1 The Lessor shall provide ..... Parking slots for the exclusive use of the Lessee or any person authorized by it.

### **5.0 Insurance**

5.1 The Lessor shall insure the leased premises against all consequential loss that may arise due to fire, explosion, riots, strikes and malicious damage, cyclone and flood, earthquake and air crash, and damages caused by third parties.

5.1 The Lessor under this agreement shall not have any claim against the Lessee for consequential loss to the leased premises due to fire, explosion, riots, strikes and malicious damage, cyclone and flood, earthquake and air crash or damages caused by third party.

5.2 The Lessor shall have its insurance company waive all rights of subrogation against the Lessee and shall have the insurance company include an endorsement in the insurance agreement(s) between itself and the insurance company, acknowledging this waiver of subrogation. Any cost associated with obtaining such a waiver from the insurance company shall be borne by the Lessor. The Lessor undertakes to communicate to the Lessee a copy of the endorsement upon signature of the present lease agreement.

### **6.0 Maintenance of Premises**

6.1 The Lessee shall keep the leased premises in good tenable repair condition, fair wear and tear excepted, to the satisfaction of the Lessor.

6.2 The Lessee shall not cause any damage and / or modification to any component part of the leased premises, without the consent of the Lessor. Such consent shall not however be unreasonably withheld.

## **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 Lessee.
- 7.2 In the event the Lessor fails to undertake any necessary repairs, the Lessee may, after having duly notified the Lessor in writing one (1) week before, effect the repairs at the Lessor's cost.
- 7.3 The Lessor shall be responsible and shall bear all costs for the erection of further internal partitioning that the Lessee may require, subject to renegotiation of the rent amount.
- 7.4 All the partitioning and walls to be erected by the Lessee shall have the prior approval of the Lessor and shall be to such specification and standard as may be approved by the Lessor in writing, provided that such approval is not unreasonably withheld.
- 7.5 Except as otherwise agreed, neither the Lessor nor the Lessee shall paint or fix any advertisement, signboard or any other inscription on the external walls of the leased premises.
- 7.6 Except for normal wear and tear, the Lessee shall bear the cost for making good major defects in the leased premises and its appurtenances arising from its activities on the premises.
- 7.7. (a) Except for minor and urgent works (**Section IX**), the Lessee shall not cause any alteration, addition, installation and work of any nature whatsoever to the building or to fixtures without the Lessor's prior written approval and the permission of the Authority concerned, if any.
- (b) Minor and urgent works shall be carried out by the Lessee at the cost of the Lessor.
- (c) Any such alteration, addition, installation or work so made may be removed by the Lessee at the expiry of the lease agreement or any of its renewal thereof. The Lessee shall restore, at its own cost, the leased premises to its former state, fair wear and tear excepted.
- (d) In the event that the Lease Agreement is terminated and the Lessee hands over the leased premises to the Lessor, all alteration, addition, installation or work carried out by the Lessee, shall be governed by article 555 of the Civil Code or such laws applicable.

## **8.0 Services**

- 8.1 The Lessor shall supply telephone and data cabling services according to the requirements of the Lessee.
- 8.2 The Lessee shall not modify or extend the plumbing, electrical and draining installations on the premises without first obtaining the prior approval of the Lessor.

## **9.0 Drainage and Sanitary Facilities**

- 9.1 The Lessee shall ensure that no foreign substance of any nature is flushed down the drainage system, which shall cause malfunctioning of the system or of septic tanks and absorption pits provided. The normal sanitary norm shall be observed in all toilet and mess room facilities.
- 9.2 The Lessee shall be solely responsible for repairs to these items arising out of blockages, damages or any other cause, arising out of its fault and negligence.

## **10.0 Sub – Letting**

- 10.1 The Lessee shall not sub- let all or part of the leased premises.

## **11.0 Utility Charges and taxes levied**

- 11.1 The Lessee shall make his own arrangement for timely payment of utility bills in relation to electricity and water consumption, telecommunication services, and any other relevant services.
- 11.2 The Lessee undertakes to pay all taxes and related charges, if any, which may be levied on the Lessee as a result of the present lease agreement.

## **12.0 Termination of the lease agreement**

- 12.1 The lease agreement shall come to an end upon expiry of the lease period of three (3) years stipulated under Clause 2.1, unless renewed by the parties pursuant to Clause 2.2.
- 12.2 Notwithstanding Clause 2.1, either party may terminate the lease agreement by giving three (3) months prior notice to the other party.
- 12.3 In the event that the Lessee fails to pay the rent due for three (3) consecutive months, the Lessor may, after having given two (2) months prior written notice to the Lessee, terminate the lease agreement, , and without it being necessary for the Lessor to fulfill any other formality, whether judicial or extra judicial.

## **13.0 Use of Premises**

- 13.1 The Lessee shall use the lease premises as office only.
- 13.2 The Lessee shall ensure that all litter, garbage, waste generated from the 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.
- 13.3 The Lessee, 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 Lessee shall have the right to affix name plates in appropriate places in the building to indicate the location of its premises.

13.4 The Lessee 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 doing of any such person.

#### **14.0 Safety Precautions**

14.1 The Lessee 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 material 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.

14.2 The Lessee 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.

14.3 The Lessee shall ensure that emergency exits are at all times free from any obstruction.

14.4 The Lessee 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.

14.5 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 Lessee shall seek the advice of the Fire Services on necessary fire safety measures he needs to maintain on the premises.

#### **15.0 Inspection of Premises**

15.1 The Lessee shall permit the Lessor and / or his agents, with or without workmen or officers, to enter the premises, only during those times convenient to the Lessee, 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 Lessee

15.2 The Lessee 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 Lessee, at any time which is convenient to the Lessee.

#### **16.0 Expenses and Charges**

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

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

**17.0 Disputes arising under the present agreement**

17.1 All disputes arising under this lease agreement shall be governed by the laws of Mauritius and both the Lessor and the Lessee hereby agree to submit themselves to the jurisdiction of the Courts in Mauritius.

## Section V

### SCHEDULE OF REQUIREMENTS

**1.0 Office Space requirement:** The proposals for renting of office space shall meet the following requirements:

- (a) The office space shall be available with all the specified amenities and ready for occupation, preferably **as soon as possible after the award of contract**; Proposed office space should be in good condition (Structurally sound, with all existing architectural finishes, services and basic amenities to have no or only minor works required.
- (b) The minimum floor area and room requirements for the Sub-Office to be as per layout plan at **Annex**.
- (c) The floor area shall be **between 45 to 55 square metres**.
- (d) In addition, provision should be made for the following:
  - (i) Main room
  - (ii) Reception / waiting room
  - (iii) Exhibits / Store room
  - (iv) Interview room
  - (iv) Kitchenette, and
  - (v) Adequate toilet facilities separate for ladies and gents.
  - (vi)

You are required to consider the layout plan at **Annex** .

- (e) The building should be in **Port Mathurin, Rodrigues**.
- (f) The building should be properly secured to prevent unauthorized access. All openings must be secured with strong iron structures to prevent unlawful intrusion.
- (g) The building to be equipped with an alarm system.
- (h) The building should be accessible and provide amenities to disabled persons.
- (i) A minimum of three (3) Parking slots are required. Bidders are invited to specify number of parking slots available.
- (j) Bidders shall submit the layout plans and detailed drawings of the building being proposed.
- (k) Building to meet basic standard of a healthy and safe working environment.

(l) The building should provide the following:

- (i) Electrical services;
- (ii) Lighting system;
- (iii) Air conditioning installation;
- (iv) Fire alarm and detection system;
- (v) Water pumps installation;
- (vi) Water storage facilities; and
- (vii) Data cabling and telephone system.

## **2.0 Earliest date of availability**

2.1 The bidder should also state the earliest date as from which the office space fitted with all the amenities shall be available to the ICAC.

## **3.0 Contract Period**

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

## **4.0 Lease Agreement**

4.1 A draft proposed lease agreement is herewith contained in **Section IV**. Bidders may submit their comments / suggestions which may be subject to negotiation and finalization, prior to award of contract.



**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 No \_\_\_\_\_
4. Fax No \_\_\_\_\_ 5. E-mail address \_\_\_\_\_
6. Having examined the bidding documents, including Addendum, the receipt of which is hereby acknowledged, I am /We are submitting our proposal of office space / building for rental as described above in response to the Invitation for Bids.
7. I am/We are also enclosing full details and relevant drawings of the building being proposed as well as a list of proposed works. I/we propose to execute to suit your requirements.
8. The office space/ building proposed above shall be available as from..... complete with the amenities as defined in Instruction To Bidders to be agreed between the bidder and the ICAC.
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 Technical Proposal and duly noting all amendments and additions thereto, and noting omissions thereto that you may require.
10. I /We further undertake, upon receiving of your written invitation, to proceed with the preparation of our Second Stage Bid, rectifying our Technical Proposal in accordance with the requirements from the clarification meeting, and submitting our proposal with the supplementary to our Financial Proposal for making good our Technical Proposal.
11. 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.
12. I/ We confirm that I am/ we are eligible to participate in this bidding exercise and meet the eligibility criteria specified on Instruction To Bidders.
13. This bid shall remain valid for a period of 120 days as from the deadline set for the submission of bids.

Name of Bidder: \_\_\_\_\_

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

Position in company (if applicable) \_\_\_\_\_

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

## 2. 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 Phone No \_\_\_\_\_
  
4. Fax No \_\_\_\_\_      5. E-mail address \_\_\_\_\_
  
6. Having examined the bidding documents, including Addendum, the receipt of which is hereby acknowledged, and rectifications to the technical proposal as applicable following submission, I am /we are submitting our proposal of office space / building for rental as agreed in response to the Invitation for Bids.

Location of the office space / building (give brief description)	Size of the building space
<b>Site and locations:</b>	
<b>Construction date</b>	

Description	Amount (Rs) Exclusive of VAT
<b>Rental of Office space / building</b>	
<b>VAT - 15% (if applicable)</b>	
<b>Total monthly rental</b>	

7. This bid shall remain valid for a period of 120 days as from the deadline set for the submission of bids.

Name of Bidder: \_\_\_\_\_

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

Position in company (if applicable) \_\_\_\_\_

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

## SECTION VII

### BID CHECK LIST

#### Check list for submission of bids

(To be filled by bidder)

<b>1. Bidder's Eligibility and Qualifications</b>	<i>(please tick if submitted and cross if not)</i>
(a) Copy of National Identity Card of bidder or Copy of biodata page of a passport of bidder	
(b) Certificate of Incorporation (if applicable)	
(c) Certificate of Business Registration Number (if applicable)	
<b>2. Technical Proposal</b>	
(d) Drawings and site plan for the proposed office space/ building	
(e) Proof of ownership of building	
(f) Copy of Building and Land Use Permit (BLUP)	
(g) Bid Submission Form for technical proposal duly signed as per Section VI	
(h) List of proposed works to be executed and expected duration period to arrange for the office space to suit the requirements of the ICAC.	
(i) Written confirmation from a Notary Public or other relevant authority that the premises are not under encumbrance and are not exposed to any other restriction / limitation.	
(j) Fire Certificate	
(k) Documentary evidence in relation to Alarm System	
(l) Duly signed declaration as per Annex I of Section VIII	
<b>3. Financial Proposal</b>	
(m) Bid Submission Form containing the Financial Proposal as per Section VI	

**SECTION VIII  
DECLARATION FORM**

I hereby declare that the building is not subject to any ongoing:

- (a) Dispute;
- (b) Litigation;
- (c) Seizure proceedings;
- (d) Attachment order;
- (e) Restraining order;
- (f) Restriction order;
- (g) Forfeiture Order or
- (h) Confiscation order.

**Name**.....

**Signature**.....

**In capacity of: Director of the company / Self (or applicable)**

**Date**.....

**Seal of Company (applicable)**

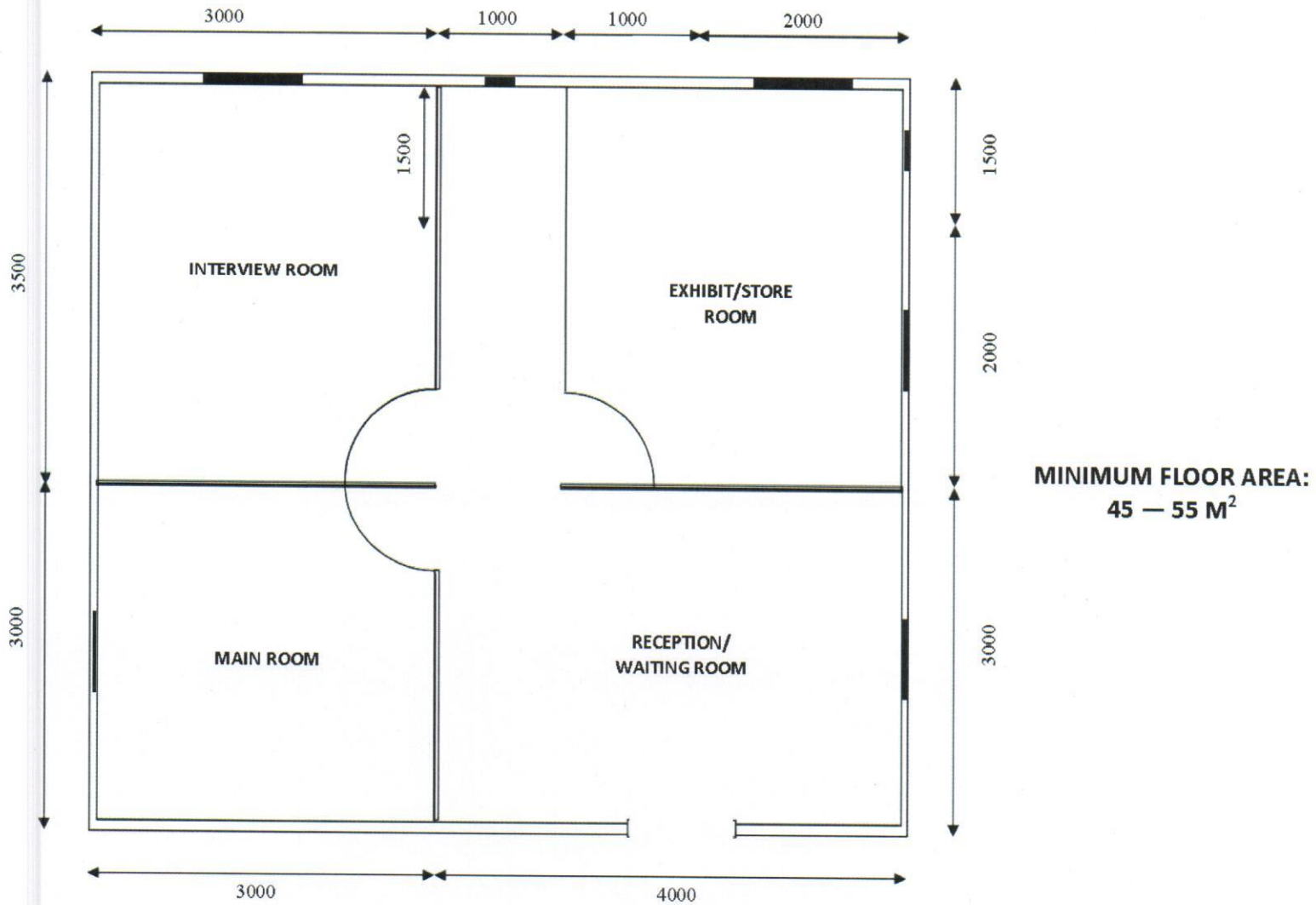
## SECTION IX

### Mechanical and Electrical Services

#### Examples of M & E Services minor works

1. Electrical Distribution System
2. Air Conditioning System
3. Data Cabling System
4. Telephone Cabling System
5. Water Pump and Distribution System
6. Fire and Smoke Detection System
7. Access Control System
8. CCTV System
9. Intruder Detection System

INDICATIVE LAYOUT PLAN FOR ICAC SUB-OFFICE IN PORT MATHURIN RODRIGUES



**NB: The Kitchenette and the Toilet (male and female) may be situated either within the office space or outside it.**