



Procurement Reference

No. 61 of 2022 / 2023

REQUEST FOR PROPOSAL

**INDEPENDENT COMMISSION
AGAINST CORRUPTION (ICAC)**

BIDDING DOCUMENTS

P R O J E C T :

**APPOINTMENT OF SUITABLY QUALIFIED AND
EXPERIENCED QUANTITY SURVEYOR**

CONTACT

PHONE:

4026600

WEBSITE:

www.icac.mu

EMAIL:

Procurement@icac.mu

ADDRESS:

Réduit Triangle
Moka

Tender close:

Tuesday 27 June 2023 at 13.00 hrs

TABLE OF CONTENT

	Page
1. Section I - Request For Proposal (RFP)	3
2. Section II - Instructions To Bidders (ITB)	4
3. Section III - Terms of Reference	11
4. Section IV - Evaluation and Technical Proposal	13
5. Section V - Financial Bid Form	14
6. Section VI - Bid Submission Form for Technical Proposal	15
7. Section VII - Bid Submission Form for Financial Proposal	16
8. Section VIII - General Conditions of Contract	19
9. Section IX - Bid Check List	22

ACRONYM

1. ICAC – Independent Commission Against Corruption
2. RFP – Request For Proposal
3. ITB – Instruction To Bidders



INDEPENDENT COMMISSION AGAINST CORRUPTION

SECTION I

Our Reference: ICAC/A/406/120

Date: 17 June 2023

Dear Sir / Madam

REQUEST FOR PROPOSAL (RFP)

Procurement Reference No. 61 of 2022 / 2023

Appointment of suitably qualified and experienced Quantity Surveyor

The Independent Commission Against Corruption (ICAC) wishes to appoint a suitably qualified and experienced Quantity Surveyor to provide the services that are described in the Terms of Reference.

The Terms of Reference is provided at **Section III** of the bidding document.

Bidding documents will be available as from **Saturday 17 June 2023** by free download from ICAC Website (www.icac.mu) and **on Monday 19 June 2023** at the ICAC Head Quarters, Réduit Triangle, Moka.

Bids containing Technical Proposals and Financial Proposals in **two separate sealed envelopes** shall be **deposited** in the Tender Box situated at Ground Floor, ICAC Headquarters, Réduit Triangle, Moka not later than **Tuesday 27 June 2023 at 13.00 hours**.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'D. Ramjeeawon', with a horizontal line underneath.

D. Ramjeeawon
for Acting Director,
Corporate Services Division

ICAC Headquarters, Reduit Triangle, Moka
Tel No: (230) 402 6600 - Fax No: (230) 402 6959
E-mail: icacoffice@intnet.mu
Website: www.icac.mu
Hotline: 8004222 | Short Code 142

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1.0 General description of the project

1.1 The purpose of this tender exercise is to appoint a suitably qualified and experienced Quantity Surveyor to provide Quantity Surveying services to the Commission.

1.2 Bidders are advised to peruse the bidding documents carefully so as to avoid rejection of their bids for non-compliance with necessary instructions and with terms and conditions.

2.0 Eligible bidders

2.1 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

3.1 The bidders shall bear all costs associated with the preparation and submission of their 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.

4.0 Contract period

4.1 The contract shall be valid for a determinate **period of one year**, renewable thereafter for an additional period of one year, such that the total number of successive annual period of renewal shall not exceed two years. Any renewal of the contract will be subject to the **bidder having performed satisfactorily during the last twelve months**

B. Bidding Documents

5.0 Examination of Bidding Documents

5.1 The bidder is expected to examine all corresponding instructions, forms, and terms of reference 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.

6.0 Clarification of Bidding Documents

6.1 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
Independent Commission Against Corruption (ICAC) Headquarters,
Réduit Triangle, Moka.**

6.2 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.**

7.0. Amendment of bidding documents

7.1 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.

C. Preparation of bids

8.0 Language of the bid

8.1 All bids, proposals and contract documents relating to the bid shall be in "English".

9.0 Evaluation Criteria

9.1 Tenders will be assessed against the following criteria:

- (a) Financial proposal;
- (b) Relevant experience and qualifications;
- (c) Operational plan and ability to meet timelines; and
- (d) Available resources to execute services.

10.0 Mandatory documents comprising the bid

10.1 Each bidder must submit certified documentary evidence to support the following:

1. Bidder's Eligibility and Qualifications

(a) Copy of National Identity Card of bidder or Copy of biodata page of a passport of bidder
(b) Copy of Certificate of Incorporation (if applicable)
(c) Copy of Certificate of Business Registration Number
(d) Copy of Registration with Professional Quantity Surveyor's Council
2. Technical Proposal
(e) A brief profile of the Quantity Surveyor which will include an outline of recent experience on assignments of similar nature, duration of the assignments.
(f) A description of the methodology and work plan for the performance of the assignments.
(g) Duly signed Curriculum Vitae (CVs)
(h) Bid Submission Form for Technical proposal duly signed
3. Financial Proposal
(i) Financial Bid Form
(j) Bid Submission Form containing the Financial Proposal

11.0 Bid Price

11.1 Bid prices shall be quoted in **Mauritian Rupees**.

11.2 The bid price shall be a lump sum in the Bid Form at **Section V**.

11.3 The Bid price shall include a lump sum for the following services:

- (i) For the evaluation of the construction cost of building and preparation of valuation reports ;
- (ii) To appear in Court as and when required; and
- (iii) To carry out evaluation exercise and prepare reports for building situated in Rodrigues

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 15 of Instructions to Bidders. 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 Proposals

13.0. Format and signing of bid

- 13.1 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 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.
- 13.2 The bid shall be submitted in **two separate sealed envelopes** – one containing the original and copy of the Technical proposals and the other original and copy of Financial proposals - 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.

14.0 Sealing and marking of bids

- 14.1 The bidder shall seal the inner and outer envelope.
- 14.2 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
"Appointment of suitably qualified and experienced Quantity Surveyor" and
DO NOT OPEN TILL Tuesday 27 June 2023."**

15.0 Deadline for Submission of Bids /Late Bids

- 15.1 Bids shall be deposited in the Tender Box situated at the ground floor, Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, **on or before Tuesday 27 June 2023 at 13.00 hours.**

15.2 The ICAC may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Clause 7.0 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.

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

16.0. Modification, Substitution and Withdrawal of Bids

16.1 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, substituted or withdrawn after the deadline for submission of bids.

E. OPENING AND EVALUATION OF BIDS

17.0 Opening of Bids

17.1 The bids shall be opened at Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, **on Tuesday 27 June 2023 at 13.00 hours.**

17.2 The envelopes containing the **technical proposals** shall be opened on the date, time and place specified in the bidding documents. The **financial proposals shall be kept unopened in a secure place.**

17.3 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 15.3 of Instructions to Bidders.

17.4 Bids (and modifications sent pursuant to clause 16 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.

18.0 Preliminary Examination

- 18.1 Prior to the detailed evaluation, the ICAC shall determine whether each bid is in conformity to the RFP and to all the terms and conditions of the ITB.
- 18.2 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.
- 18.3 A bid which is not in conformity with the RFP and ITB shall be rejected by the ICAC and shall not subsequently be made responsive by the bidder by correction of the non-conformity.
- 18.4 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 signed as per instructions in the ITB
 - (iii) A Mandatory document has not been submitted
 - (iv) Documents do not address each point of the mandatory evaluation criteria
 - (v) Bidders do not offer goods or services which have been specifically requested by ICAC
 - (vii) Failure to enclose the signed Bid Submission Forms.

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 Any clarification submitted by a Bidder that is not in response to a request by the ICAC shall not be considered. If a Bidder does not provide clarifications of its bid by the date and time set in the ICAC's request for clarification, its bid may be rejected.

F. AWARD OF CONTRACT

20.0 Award of Criteria

20.1 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.

21.0 Rights of the ICAC

21.1 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).

22.0 Signing of the Contract

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

23.0 Debriefing

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

SECTION III

TERMS OF REFERENCE

The following are the terms of reference:

(1) **SERVICE TO BE PROVIDED**

- (i) The Quantity Surveyor shall evaluate such buildings as requested by the ICAC (in Mauritius and Rodrigues) and prepare evaluation report.
- (ii) The Quantity Surveyor shall appear in Court as a witness for the ICAC as and summoned.

(2) **VALUATION PROCEDURE**

The valuation of the construction costs shall be worked out:

- (i) As per site measurements and records of works completed.
- (ii) Using price data obtained from similar construction assignments in the same period.

(3) **VALUATION REPORT**

The report of the Quantity Surveyor shall comprise, but not limited to, the following:

1. Preliminaries and general costs.
2. Cost of substructure works (all works under and including floor construction).
3. Cost of superstructure works (all works above floor level up to roof level).
4. Detailed costs of floor finishes.
5. Detailed costs of wall and ceiling finishes.
6. Details costs of openings.
7. Detailed costs of metal structures and balustrades.
8. Kitchen cupboards and fixtures.
9. Detailed costs of services installations:
 - (i) electrical installations, including air conditioning, CCTV camera system, electric fence, etc;
 - (ii) plumbing and sanitary installations including shower doors, sanitary and tap wares, etc;
 - (iii) external drainage works; and
 - (iv) Swimming pool, Deck and accessories, etc.
10. Detailed costs of external works.

(4) Appear as witness in Court

- (i) The Quantity Surveyor may be called upon to appear as witness for the Commission in any proceedings before the Court as and when required.
- (ii) The professional fees to appear as witness in court shall be included in the bid price.

(5) Rodrigues

- (i) The Quantity Surveyor may be called upon by the Commission to carry out evaluation exercises in Rodrigues.
- (ii) The Quantity Surveyor may be called upon to appear as witness for the Commission in any Courts proceedings before the Rodrigues Court.
- (iii) Travelling and accommodation costs shall be paid by ICAC.

The Terms of reference are not exhaustive and the Quantity Surveyors are expected to provide all other services which are generally required for such assignments. All the services needed for the works shall be considered in the Quantity Surveyor's fee.

SECTION IV
Evaluation of Technical Proposal

1.0 The ICAC shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

	Criteria	Marks
1	Methodology and work plan responding to the terms of reference and ability to meet timelines	35
2	Relevant experience for the assignments	25
3	Qualifications and competence for the assignments	25
4	List of assignments of similar nature	15
	Total	100

1.1 Each responsive proposal will be given a technical score. The proposals that have satisfied the mandatory requirements and pass a due diligence exercise will be considered for further evaluation. After this evaluation, the bidder will be ranked according to the point scored. The Pass mark shall be 70%.

SECTION V
FINANCIAL BID FORM
PRICE ACTIVITY SCHEDULE

Item No.	Description	Cost Excluding VAT Rs.
1	The Bid prices shall include a lump sum for the following services:	
	(i) For the evaluation of the construction cost of building and preparation of valuation reports	
	(ii) To appear in Court as and when required; and	
	(iii) To carry out evaluation exercise and prepare reports for building situated in Rodrigues	
2	Total Cost excluding VAT	
3	VAT – 15 %	
4	Total Cost in figures	
5	Total amount quoted in words:.....	

Name of Bidder: _____

Signature of Bidder _____

Position in company (if applicable) _____

Date: _____

SECTION VI

BID SUBMISSION FORM FOR TECHNICAL PROPOSAL

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

Appointment of a Quantity Surveyor

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 for the appointment of a Quantity Surveyor at ICAC.**
7. I am/We are also enclosing **full details** and **methodology and work plan**. I/we propose to execute to suit your requirements.
8. I/We undertake, if invited to do so by you, and at our own cost, to attend negotiation to discuss the Technical Proposal, the proposed methodology (work plan) and any suggestions made to improve the Terms of Reference.
9. I/ We confirm that I am/ we are eligible to participate in this bidding exercise and meet the eligibility criteria specified on Instructions To Bidders.
10. This bid shall remain valid for a period of **ninety (90)** 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 SUBMISSION FORM FOR FINANCIAL 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 **financial proposal for the appointment of a Quantity Surveyor at ICAC.**
7. I / we undertake to provide the following services:
 - (i) For the evaluation of the construction cost of building and preparation of valuation reports ;
 - (ii) To appear in Court as and when required; and
 - (iv) To carry out evaluation exercise and prepare reports for building situated in Rodrigues
for the total price of Rs....., inclusive of VAT.
8. We **confirm** that we are eligible to participate in this Bidding exercise and meet the **eligibility criteria specified in Section II: Instructions to Bidders.**
9. Our Bid shall be valid for a period of **ninety (90) days** from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
10. We understand that this Bid, together with the Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
11. We confirm that our prices quoted in the *Financial Bid Form* are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the Bid validity.

12. We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the Bidding process and contract execution:

- (i) We shall not, directly or through any person or firm, offer, promise or give to any of the ICAC's employees involved in the Bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the contract.
- (ii) We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelisation in the Bidding process.
- (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such Bidders.

13. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid you may receive; and

14. If the contract is awarded, the person named below shall act as representative.

Name:.....

In capacity of:.....

Signed:

Duly Authorised to sign the Bid for and on behalf of:

Name of Directors/Shareholders of the Company (if applicable)

.....

.....

.....

.....

Date:.....

Seal of Company:

SECTION VIII
GENERAL CONDITIONS OF CONTRACT

1.0 Contract Agreement

The parties shall enter into a Contract Agreement within fifteen (15) days after the contractor receives the Letter of Acceptance unless they agree otherwise.

The Contract will include the Terms of Reference and the deliverables.

2.0 Effective of Contract

The Contract shall come into effect on the date the Contract is signed by both Parties. The Quantity Surveyor shall begin carrying out services upon signing of the Contract.

3.0 Expiration of Contract

Unless terminated earlier pursuant to Clause 12, this Contract shall terminate at the end of such time period, after the Effective Date.

4.0 Communication

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

5.0 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the services or the Contract Price, may only be made by written agreement between the Parties.

6.0 Force Majeure

For the purpose of this Contract "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible between the circumstances.

7.0 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event;

- a. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and
- b. Has informed the other Party as soon as possible about the occurrence of such event.

8.0 Extension of Time.

Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

9.0 Payment of Fees

The Commission shall pay agreed fees to the Quantity Surveyor for the services rendered, after submission of the report

10.0 Submission of Valuation Report

The Quantity Surveyor shall submit the valuation report **within one (1) month** from the date of completion of the valuation exercise.

11.0 Document prepared by the Contractor to be the Property of the ICAC.

All plans, drawings, reports and other documents submitted by the Contractor shall become and remain the property of the Client and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client together with a detailed inventory thereof. The Contractor may retain a copy of such documents. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

12.0 Obligations of the Contractor

The Contractor shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interest .

13.0 Termination

The Client may terminate this Contract by not less than thirty (30) days, written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in this clause:

- 13.1 If the Contractor does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- 13.2 If, as result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period not less than sixty (60) days; or
- 13.3 If the Contractor, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

14.0 Confidentiality

The Contractor shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any propriety or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

15.0 Dispute Settlement

Any dispute arising out of or in connection with the present Contract shall be amicably settled between the parties.

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for arbitration under the applicable law.

SECTION IX

BID CHECK LIST

Check list for submission of bids

(To be filled by bidder)

1. Bidder's Eligibility and Qualifications	<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)	
(d) Copy of Registration with Professional Quantity Surveyor's Council	
2. Technical Proposal	
(e) Qualifications and experience	
(f) Methodology and work plan	
(g) Bid Submission Form for technical proposal	
(h) List of at least five (5) assignments for works of similar nature	
3. Financial Proposal	
(i) Financial Bid Form	
(j) Bid Submission Form containing the Financial Proposal	
(j) Duly signed declaration as per Annex I of Section VIII	