



BEACH AUTHORITY

BIDDING DOCUMENTS

issued on

10 April 2019

for

**Renting of Office Space with Amenities in Ebène
within a radius of 500 mts from Atal Bihari
Vajpayee Tower**

Procurement Reference No: BA/OAB/46/2018/19

**Beach Authority,
6th Floor, Peninsula Building
2A, Falcon Street
Caudan
Port Louis**

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BEACH AUTHORITY

Invitation to Bid

Renting of Office Space with Amenities in Ebène within a radius of 500 mts from Atal Bihari Vajpayee Tower

The Beach Authority intends to rent office space within a range of **8000 to 8500 sq ft in Ebène within a radius of 500 mts from Atal Bihari Vajpayee Tower**, complete with amenities to serve as its office, preferably on the same floor.

Bidding documents will be available as from **10 April 2019 during working hours** at the Secretariat of the Departmental Bid Committee of the **Beach Authority, 6th Floor, 2A Falcon Street, Caudan, Port Louis**, or by downloading free of charge from the government procurement website: **publicprocurement.govmu.org** or the Authority's website – **http://www.beachauthority.mu**. Amendments, if any, to the bidding documents prior to the deadline for submission of bids will be forwarded simultaneously to all prospective bidders who have received the documents directly from the Beach Authority.

1. **Bids shall be submitted in a single stage and two envelope-procedures, that is,**
 - (a) Bidders will be required to submit a Technical Proposal and a Financial Proposal in two separate envelopes labeled accordingly; the technical offers will be opened and analyzed to retain those proposals that meet the requirements of the public body or may be made to meet the requirements with minor changes.
 - (b) Envelopes containing Financial Proposals from bidders, whose bids have been retained following the Technical Evaluation, will then be opened and evaluated on basis of lowest substantially responsive bid.
2. The Bids, sealed in a single envelope addressed to the General Manager, clearly marked with the Procurement Reference Number: **BA/OAB/46/2018/19** with the Bidder's name and address at the back of the envelope, should be deposited in the Tender box located at **6th Floor, 2A Falcon Street, Caudan, Port Louis**, not later than **Friday 10 May 2019 at 11:00 hours**. Quotations by hand or by post should reach the same address by the same date and time at latest. **Late quotations will be rejected and shall be returned unopened to the bidder concerned.**
3. The **Beach Authority** reserves the right to:-
 - (a) accept or reject any bid; and
 - (b) annul the bidding process and reject all bids at any time prior to contract award, without incurring any liability towards the bidder.

Date: 10 April 2019

Section I

Examples of Bid Rejection Reasons

Bids have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. The Invitation to Bid contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why bids are rejected by public bodies. Bidders are urged to read this before submission and to check their bid conforms to each of these points and the instructions as noted in the bidding documents.

- ❖ The bid is handed in after the deadline for submission, either by hand or electronically if so allowed. Note submissions after the deadline will be rejected.
- ❖ Bids not submitted to correct physical address. Note that the address for bid submission is different to the address for bid clarification.
- ❖ The bid is not signed as per the instructions in the ITB.
- ❖ No sufficient documents have been provided.
- ❖ Documents provided do not directly address each point of the mandatory evaluation criteria.
- ❖ Proposal is more like a brochure for the firm without specifically addressing the specific criteria of the ITB.
- ❖ Bids do not offer goods or services which have been specifically requested by the procuring entity.
- ❖ Failure to enclose the signed Bid Submission Form(s).

The above examples illustrate some common errors which may be made by bidders.

The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

Section II

INSTRUCTIONS TO BIDDERS

A. Introduction

1. General: The Beach Authority intends to rent office space within the range of **8000 to 8500 sq ft in Ebène within a radius of 500 mts from Atal Bihari Vajpayee Tower**, complete with amenities to serve as its office, preferably on the same floor.

2. Eligible Bidders: Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the public body to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement under this Invitation for Bids.

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

3. Cost of Bid: The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the *Beach Authority* will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Invitation for bids.

B. Solicitation Documents

4. Examination of Bidding Documents: The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bidding Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

5. Clarification of Bidding Documents:

5.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the *Beach Authority* addressed to: **General Manager, 6th Floor, 2A Falcon Street, Caudan, Port Louis, Fax No. 212 0060, e-mail address: beachauthority@intnet.mu.** The response will be made in writing to any request for clarification of the Bidding Documents that is received earlier than 14 days prior to the deadline for the submission of bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be made available to all Bidders who have obtained the bidding document directly from the Beach Authority.

5.2 The Bidder's designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS.** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised in the understanding and preparation of bids.

5.3 Any amendment to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the public body exclusively through the issue of an Addendum pursuant to ITB 6 and not through the minutes of the pre-bid meeting.

5.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

6. Amendments of Bidding Documents: No later than 14 days prior to the deadline for submission of bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. All prospective Bidders that have received the Bidding documents 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 procuring entity may, at its discretion, extend the deadline for the Submission of Bids.

C. Preparation of Bids

7. Language of the Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the *Beach Authority* shall be written in English.

8. Documents Comprising the Bid:

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

9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the procuring entity's satisfaction:

- (a) Bidders should produce evidence of ownership of the office space and/or being duly authorized to enter into a lease Agreement with a third party for the proposed office space;
- (b) Bidders shall provide such evidence of their continued eligibility satisfactory to the Beach Authority., as the latter shall reasonably request;
- (c) Bidder shall submit any information on debarment/suspension, if any;
- (d) A bidder may be an individual or a legal entity;
- (e) In case of legal entities, bidders shall submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
- (f) A copy of recently audited accounts.

10. Documents Establishing Conformity to Bidding Documents:

10.1 The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all related services which the Bidder proposes to supply under the contract.

10.2 The documentary evidence of conformity to the Bidding Documents at the **first stage** 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 office 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 an office space;

- (d) Documents certifying that the offered premises are in compliance with fire safety regulations and accessible, with amenities, to disabled persons;
- (e) A detailed description of the qualities of the offered office premises completed in accordance with Section IV
- (f) 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;
- (g) A detailed description of the qualities of the offered premises completed in accordance with Section IV.

11. Bid Currencies/Bid Prices: All prices shall be quoted in **Mauritian Rupees**. The Bidder shall indicate a breakdown of the costs included in the monthly rates in the format provided in the Bid Submission Form Section VI.

12. Period of Validity of Bids: Bids shall remain valid for **120 days** after the deadline for Bid Submission prescribed by the **Beach Authority** pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 19 of Instructions to Bidders. In exceptional circumstances, the procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. Submission of Bids

14. Format and Signing of Bid:

14.1 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 authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed.

14.2 The Bid shall be submitted in two separate sealed envelopes- one containing the original and copies of the Technical proposal and the other the original and copies of the Financial proposal - each envelope marked with the name and address of the bidder and whether containing the Technical or Financial Proposal. The two envelopes shall be inserted in one single envelope marked with the name and address of the bidder on the outside.

15. Sealing and Marking of Bids

15.1. The Bidder shall seal the inner and an outer envelope.

15.2. The outer envelope shall be:

(a) **Addressed to:**

**The General Manager
Beach Authority,
6th Floor, Peninsula Building
2 A, Falcon Street
Caudan
Port Louis**

(b) marked with –

INVITATION TO BID

“Rental of Office Space with Amenities in Ebène within a radius of 500 mts from Atal Bihari Vajpayee Tower”.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be **deposited in the Tender Box situated at the Beach Authority, 6th Floor, 2A Falcon Street, Caudan, Port Louis** on or before the date and time indicated in Bid Data Sheet.

16.2 The **Beach Authority** may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the procuring entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

17. Modification, Substitution and Withdrawal of Bids: The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution and withdrawal is received by the procuring entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The **Beach Authority** will open all Bids in the presence of Bidders’ Representatives who choose to attend, at the time, on the date, and at the place specified in section III of this Bidding Documents. The Bidders’ Representatives who are present shall sign a register evidencing their attendance.

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

18.2 The bidders’ names, bid modifications, substitutions or withdrawals, and the presence or absence of requisite Bid Security and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The **Beach Authority** will prepare minutes of the Bid Opening.

19. Preliminary Examination:

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

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

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

20. Technical conformity: Bids will 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 discussions as per ITB 21.2. Determination of technical responsiveness shall be based on compliance with the content of the Bid itself and as indicated in the following evaluation criteria:

Technical conformity

- 1.1 Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the **Beach Authority** (as per Section V).
- 1.3 Compliance with General Conditions specified in these Bidding Documents.
- 1.4 Compliance with administrative and security requirements of the procuring entity (as per Section V).
- 1.5 Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. designing and office the participation layout, flooring works, amenities and other services specifically required for the buildings).
- 1.6 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 **Beach Authority** may conduct an inspection (site visit) of the premises and/or due diligence of the bidder (premises owner) prior to the award being made. Procuring entity 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. Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids the **Beach Authority** 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.

22. Opening of Financial Proposals

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

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

23.1 Prior to the detailed evaluation, the **Beach Authority** will 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 material deviations.

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

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

23.4 A Financial Proposal determined as not substantially responsive will be rejected by the **Beach Authority** and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.5 With a view to selecting the most advantageous proposals the bids responding substantially to the requirements of the procuring entity shall be further evaluated as per a marking system as follows:

Table of Rating Factors for Lease of Real Estate

Marking for technical merit (Tm):

	Rating Factors	Weight (%)	Rating
I	Location and Site Condition		
	1. Accessibility	(50)	
	4. Parking space	(50)	
		(100)	
II	Neighbourhood Data		
	1. Prevailing rental rate	(20)	
	2. Sanitation and health condition	(20)	
	3. Adverse influence	(20)	
	4. Police and fire station	(20)	
	5. Banking/postal/telecom	(20)	
		(100)	
III	Real Estate		
	1. Structural condition	(30)	
	2. Functionality		
	a. Module	(6)	
	b. Room arrangement	(6)	
	c. Circulation	(6)	
	d. Light and ventilation	(6)	
	e. Space requirements	(6)	
	3. Facilities		
	a. Water supply and toilet	(6)	
	b. Lighting system	(6)	
	c. Elevators	(6)	
	d. Fire escapes	(6)	
	e. Fire fighting equipment	(6)	
	4. Other requirements		
	a. Maintenance	(5)	
	b. Attractiveness	(5)	
		100	
IV	Free Services and Facilities		
	1. Janitorial and security	(25)	
	2. Air conditioning	(25)	
	3. Repair and maintenance	(25)	
	4. Secured parking space	(25)	
		100	
	Rating Factors	Weight (%)	Rating
	I. Location and Site Condition	× (.20) =	
	II. Neighborhood Data	× (.20) =	
	III. Real estate	× (.50) =	
	IV. Free Services and Facilities	× (.10) =	
	Factor Value		

Marking for financial merit (Fm):

	Rating Factors	Weight (%)	Rating
	I. Rental of office space (monthly)	100	
	II. Cost attributable to amenities (monthly)		
	(a) Cost of floor finishes	(5)	
	(b) Cost of partitioning works	(20)	
	(c) Cost of M&E services	(35)	
	(d) Cost of Integrated Communication Network (INP)	(35)	
	(e) Parking Facilities	(5)	
		100	

	Rating Factors		
	I. Rental of office space	× (.85) =	
	II. Cost attributable to amenities	× (.15) =	
	Factor Value		

$$\text{Total Marking} = (0.8 \times Tm) + (0.2 \times Fm)$$

F. Award of Contract

24. Award Criteria: The *Beach Authority* will establish a list of preferred bidders in the order of the highest score following the evaluation on the marking system. Contract shall be awarded to the bidder having submitted a responsive proposal and scored the highest marks subject however to the quoted rates being found reasonable by the Valuation Real Estates Consultancy Services.

25. Negotiation

Where the rates quoted by the first ranked bidder is higher than the acceptable rates as established by the Valuation Real Estates Consultancy Services, the *Beach Authority* may negotiate with the bidder with a view to arriving at an acceptable rate, failing which the public body shall consider the proposal of the second ranked bidder according to the same procedures defined in ITB 23 and 24.

26. Rights of the Public body

The *Beach Authority* reserves the right to accept or reject any Bid, to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder(s).

27. Notification of Award

Prior to the expiration of the period of Bid Validity the *Beach Authority* 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.

28. Signing of the Contract

28.1 Subject to Challenge and Review as per ITB 30, the public body shall promptly issue its letter of acceptance to the successful bidder and forward to him a draft contract.

28.2 Within 30 days of receipt of the Contract the successful Bidder shall sign, date and return it to the *Beach Authority*.

29. Performance Security

Within 30 days from the date of issue of the letter of acceptance the successful bidder shall submit a performance security for an amount equivalent to the payable rental for *two months* from a commercial bank in the format contained in this bidding document valid for a duration of 30 days beyond the agreed date for handing over the Office space complete with amenities to the satisfaction of the public body. No submission of the Performance Security in the specified time shall be sufficient ground for the *Beach Authority* to annul the award and to forfeit the Bid Security.

30. Challenge and Review

A bidder who feels aggrieved with the award decision of the *Beach Authority* may submit a challenge to the Supervising Officer of the *Beach Authority* and apply for review to the Independent Review Panel in case of unsatisfactory response or absence of response from the public body within a period of 7 days.

Challenges and applications for Review shall be forwarded to the addresses indicated **in the BDS**; Procedures for Challenge and Appeal are annexed to the BDS.

31. Publication of Award

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

32. Debriefing.

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

33. Corrupt or Fraudulent Practices

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

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

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

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

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

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

Section III

BID DATA SHEET

The following specific data for the rental to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Pre-bid Meeting	N/A
Bid Price	The prices quoted shall be inclusive of VAT
Documents Comprising the Bid	<p>The following must be included in the Bid submission:</p> <p style="text-align: center;">1. BID SUBMISSION</p> <p>Technical Proposal</p> <ul style="list-style-type: none"> (h) Bid submission form for Technical proposal (Section VI) including contact details of Bidder are properly filled and signed (ii) Conceptual design drawings and technical proposals to substantiate understanding of requirements and manner in which these would be met. (iii) Compliance technical schedules where required in the technical specifications are properly filled and signed (iv) Bid Security (iv) Set of valid ownership documentation (copy); Engineer's certificate for building; layout; building insurance certificate, also <ul style="list-style-type: none"> - in case of individuals copy of National Identity Card or Passport; TAN (Tax Account Number); bank statement on availability of bank account and BRN (Business Registration Number); - in case of legal entity: Firm/Company Profile covering copy of company registration, technical and financial capacity etc., TAN (Tax Account Number); and BRN (Business Registration Number); <p>Financial Proposal</p> <ul style="list-style-type: none"> (i) Bid Submission Form for Financial Proposal (Section VI) including contact details of Bidder are properly filled and signed.

	<p>All documents should bear signature of authorized person(s) and company seal.</p> <p>N.B. Incomplete Bids may be deemed non-responsive and rejected.</p>
Deadline for Submission of Bids	Bids comprising of the Technical and Financial proposals at the first stage should be received by the procuring entity at latest 11:00 hours, by Friday 10th May 2019.
Bid Opening	<p>Envelopes containing the technical proposals shall be opened on Friday 10th May 2019 at 11:15 hours, at</p> <p>Beach Authority, 6th Floor, Peninsula Building 2A, Falcon Street Caudan Port Louis</p> <p>Envelope containing the Financial Proposal shall remain unopened and secured.</p>
Documents Establishing Bidder's Eligibility & Qualifications	Required Required, as per clause 9 of the Instruction to Bidders (Section II)
Bid Validity Period	120 days from the date from the mission of bids.
Preliminary Examination of Financial Proposals and completeness of bid.	Rates with breakdown costs is clearly filled and signed at the submission of the Financial proposals
Evaluation of Bids	<p>Bids will be evaluated based on following criteria:</p> <ul style="list-style-type: none"> - Compliance with pricing conditions set in the ITB - Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the <i>Beach Authority</i> - Compliance with General Conditions specified by these Bidding Documents - Compliance with administrative and security requirements of the relevant authorities - Demonstrated ability to honour important responsibilities and liabilities allocated to Supplier in this ITB (e.g. design and build partition, supply of IT networks and other amenities) - Compliance with legal requirements (premises not under encumbrance, etc). / Availability of documents confirming compliance of the Bidder to the requirements of the ITB.

	<p>Financial proposal Rates quoted by the highest ranked bidder shall be subject to assessment of the Valuation Real Estates Consultancy Services.</p>
Payment terms	It is not the policy of the <i>Beach Authority</i> to approve advance payments.
All communication must be directed to:	The General Manager, 6th Floor, 2A Falcon Street, Caudan, Port Louis, Fax No. 212 0060, e-mail address: beachauthority@intnet.mu
Requests for additional information	Request for additional information must be received at least 14 (fourteen) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.
Challenge and Review	<p>(a) The address to file challenge in respect of this procurement is:</p> <p style="text-align: center;">The General Manager Beach Authority, 6th Floor, Peninsula Building 2 A, Falcon Street Caudan Port Louis</p> <p>(b) The address to file application for review is:</p> <p style="text-align: center;">Independent Review Panel, 9thFloor, Emmanuel Anquetil Building, SSR Street, Port Louis Tel : 201 3971</p>
Contract period	The contract shall be for an initial duration of two years renewable thereafter on a yearly basis for a further period of two years on the terms and conditions agreeable to both parties.

Challenge and Appeal

- (a) A bidder who feels aggrieved with the award decision of the public body may submit a challenge to the Chief Executive Officer of the public body and, apply for review to the Independent Review Panel in case of unsatisfactory response or absence of response from the public body within a period of 7 days.
- (b) A challenge shall be in writing to the Chief Executive Officer of the public body concerned. The bidder shall identify the specific act or omission alleged to contravene these regulations.
- (c) A challenge shall not be entertained unless it is submitted within 7 days of the notice of decision issued to the successful bidder.
- (d) Unless the challenge is resolved, the Chief Executive Officer of the public body shall suspend the procurement proceedings and shall, within 7 days of the filing of the application, issue a written decision, stating his reasons, and, if the challenge is upheld, indicating the corrective measures to be taken.
- (e) A challenge or an application for review may be filed by hand delivery, mail or commercial courier. A challenge or an application for review is deemed to be filed on a particular day when it is received by the public body, or, where applicable, by the Review Panel, by close of business on that day.
- (f) A statement of case shall contain precisely and concisely the facts of the case; where a challenge has not been resolved, the outcome of the challenge pursuant to the section on challenge of the act; the issues under dispute and the arguments relating thereto; submissions on any point of law; and other submissions on the case. Any witness statement shall contain a signed statement by the witness, certifying the facts obtained from the examination of records, statements or other documents or from any other source in relation to the case before the Review Panel.
- (g) Together with the application for review, the unsatisfied bidder shall be required to make a non-refundable processing fee of Rs 50,000 and a security deposit of Rs 100,000. The security deposit shall be forfeited where the Review Panel dismisses the application as frivolous.
- (h) The unsatisfied bidder shall, at the time of his application for review, submit to the public body a complete copy of the application not later than one day after the application for review is filed with the Review Panel.
- (i) Where an application for review is made to the Review Panel, the Review Panel shall promptly send a written acknowledgment to the applicant with copy to the public body.
- (j) Where an application for review is made in accordance with these procedures, the procurement proceedings shall be suspended until the appeal is heard and determined by the Review Panel. This shall not apply where the public body certifies that urgent public

interest considerations require the procurement proceedings to proceed. A certificate issued by a public body shall expressly state the grounds of the urgent public interest considerations and shall be made a part of the record of the public procurement proceedings. The certificate shall be binding on the Review Panel and the procurement proceedings shall proceed unless an application for leave to seek a judicial review is successful.

- (k) Where the procurement proceedings have not been suspended due to urgent public interest considerations and the application for review of an unsatisfied bidder is determined in his favour, the Review Panel shall award him compensation limited to the recovery of the costs of bid preparation and participation in the procurement proceedings.
- (l) The Review Panel may dismiss an application for review or may, if it determines that there is merit in it, prohibit the public body from acting or deciding in an unauthorised manner or from following an incorrect procedure; recommend the annulment in whole or in part of any unauthorised act or decision of the public body; recommend a re-evaluation of the bids or a review of the decision for an award, specifying the grounds for such recommendation; or recommend payment of reasonable costs incurred in participating in the bidding process where a legally binding contract has been awarded which, in the opinion of the Review Panel, should have been awarded to the applicant.
- (m) The public body shall promptly make available to the Review Panel any information and documentation that the Review Panel may request, such as the bid or proposal submitted by the applicant; the bid or proposal of the bidder that is being considered for award, or whose bid or proposal is being reviewed; all qualification assessment and evaluation documents; the invitation to bid or request for proposals, including the specifications; the abstract of bids or proposals; requests for clarification of the bidding documents or request for proposals and responses thereto; and any other relevant documents. In appropriate cases, the Review Panel may request the applicant to produce relevant documents that are not in the custody of the public body.
- (n) The Review Panel may request or allow the submission of additional statements by the parties and by other parties not participating in the application for review as may be necessary for the fair resolution of the application for review.
- (o) All communications related to the application for review shall be sent promptly to the Review Panel.
- (p) Where an application for review is filed with the Review Panel, the public body shall provide to the Review Panel comments on the application within 7 days of the notice of the filing of the application for review with the Review Panel. The comments of the public body shall include a statement of the relevant facts; a best estimate of the contract value; an assessment of the grounds for review; a list of all documents relevant to the procurement

proceedings; and a statement of any point of law relating to the application.

- (q) The public body may file a request for dismissal before filing the comments to the Review Panel.
- (r) The public body shall simultaneously send a copy of its comments on the application for review to the applicant within one day of the submission of the comments to the Review Panel. The applicant shall be given an opportunity to comment on the comments of the public body on the application for review. The applicant may submit to the Review Panel a reply on the comments made by the public body within 7 days of the receipt by the applicant of the public body's comments, and copied to the public body.
- (s) An application for review may be dismissed for failure to comply with any of the requirements of these procedures, setting forth allegations that do not state a valid basis for an application for review, or that do not set forth a detailed legal and factual statement; having been filed in an untimely manner, either at the initial level of review by the public body, or with respect to deadlines for filing an application for review by the Review Panel; or contract implementation or administration instead of contract award.
- (t) At the request of the applicant for review or on its own initiative, the Review Panel may, where it deems appropriate, conduct a hearing. A hearing shall be completed within 7 days from the date of receipt of reply, if any, from the applicant; or within 14 days from date of comments made by the public body on the application. The Review Panel shall request the applicant and the public body concerned to attend a hearing and may restrict attendance during all or part of the proceeding where it considers appropriate. During the hearing all proceedings shall be recorded and transcribed. The Review Panel shall make a decision within 9 days from the completion of the hearing.
- (u) Any decision by the public body or the Review Panel pursuant to these regulations shall be made part of the record of the procurement proceedings.
- (v) The public body shall promptly notify the Review Panel and the Policy Office of the action it has taken in response to the decision of the Review Panel.

**Section IV
General Conditions**

D R A F T LEASE AGREEMENT

BETWEEN

XYZ COMPANY LIMITED

Registered office situated at, duly represented by its **General Manager**, hereinafter referred to as **The Lessor**.

ON THE ONE PART

AND

..... **BUILDING – 7th Floor, Newton Tower, Sir William Newton Street, Port Louis** duly represented by its hereinafter referred to as **The Tenant**.

ON THE OTHER PART

The Lessor is the owner of a building situated at

The Lessor agrees to let the Floor/s (of an area of square feet) of its premises situated at, to The Tenant.

The Tenant declares that he has visited and inspected the aforesaid premises and is in all respect satisfied with the state of the premises, more especially their state of repairs and fitness for occupation of the said premises.

The tenancy shall be governed by the Code Civil, and in default by the following terms and conditions:-

1.0 Duration, renewal and Termination

- 1.1 The tenancy shall be for an initial period of two years, starting as from the date of signature of the lease.
- 1.2 In case of renewal, it shall be open for either party to renegotiate the terms of the agreement but in any case the amount of increase in rent shall be either the market rent or the amount provided for by the Landlord and Tenant Act.
- 1.3 The lease may be renewed at the lessee's option for further periods of two years at a time.
- 1.4 Notwithstanding paragraph 1.1, the Tenant may terminate the lease by giving, at least, three months advance notice to The Lessor.

2.0 Financial Terms

- 2.1 The rent shall be Rs (Mauritian Rupees) plus Value Added Tax (VAT) annually, payable in equal monthly instalment, at the office of The Lessor.
- 2.2 Unless otherwise agreed, the tenant shall pay a service charge at market rate for the premises. (not applicable to all leases)

3.0 **Parking**

3.1 The lessor will provide parking slots for the exclusive use of the tenant.

4.0 **INSURANCE**

4.1 The Lessor shall insure the building leased and consequential loss against the risk of fire, full explosion, riots, strikes and malicious damage, cyclone and flood, earthquake and aircrash.

4.2 Furthermore the Lessor shall also have its insurance policies covering all the building and consequential loss endorsed to waive all rights of subrogation against The Tenants of the building.

5.0 **MAINTENANCE OF PREMISES**

5.1 The Tenant shall keep the premises in good tenantable repair and condition, fair wear and tear excepted, to the satisfaction of the Lessor.

5.2 The Tenant shall not cause any damage and/or modification to any component part of the building, without the consent of the Lessor, such consent shall not be unreasonably withheld.

6.0 **STRUCTURAL ADDITIONS, ALTERATIONS, NON-STRUCTURAL PARTITIONING AND REPAIRS**

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

6.2 In case the Lessor fails to undertake any of the repairs, the Tenant may, after having duly notified the Lessor by way of a written notice, undertake to effect the repairs at the Lessor's cost.

6.3 The Landlord shall be responsible and shall bear all costs for the erection of further internal partitioning that the tenant may require, subject to renegotiation of the rent.

6.4 All the partitioning and diving walls to be erected by the Tenant shall have the prior approval of the Lessor and shall be to such specification and standard as may be approved by the Tenant in writing, provided that such approval is not unreasonably withheld.

6.5 Except as otherwise agreed, the Tenant or the Lessor shall not paint or fix any advertisement, signboard or any other inscription on the external walls of the building.

6.6 The Tenant shall bear the cost for making good major defects in the building and its appurtenances arising from his activities on the premises, except for normal wear and tear.

- 6.7 (a) Except for minor and urgent works, the Tenant shall carry out no alteration, addition, installation and work of any nature whatsoever to the building or to fixtures, except with the Lessor's prior written approval and the permission of the Authorities concerned, if any.
- (b) Any such alteration, addition, installation or work so made may be removed by the Tenant at the expiry of the lease or of any of its renewals but the Tenant will have to restore at its cost the said premises to its former state, fair wear and tear excepted.
- (c) Should the Tenant decide not to remove any such alteration, addition, installation or work, it shall accrue to the Lessor without the latter having to

pay indemnity and compensation whatsoever to the Tenant or to any other person, article 555 of the Civil Code or any other enactment notwithstanding.

7.0 **SERVICES**

7.1 The Landlord shall supply telephone and data cabling services (including UPS) according to the requirements of the Tenant.

7.2 The Tenant shall not modify or extend the plumbing, electrical and drainage installations on the premises without first obtaining the prior approval of the Lessor.

8.0 **DRAINAGE AND SANITARY FACILITIES**

8.1 The Tenant shall ensure that no foreign substance of any nature is flushed down the drainage system, which will cause malfunctioning of the system or of septic tanks and absorption pits provided. The normal sanitary norm should be observed in all toilet and messroom facilities.

8.2 The Tenant shall be solely responsible for repairs to these items arising out of blockages, damage or any other cause, arising out of its fault and negligence.

8.3 The Tenant may remove, on vacation of the premises, all supplementary installation carried out by him, provided that any damage caused during removal of same is made good at his own cost. Any installation not removed shall become the property of the Lessor without any compensation or indemnity.

9.0 **SUB-LETTING**

The Lessee shall not sub-let all or part of the property leased to him. The Lessee shall transfer or assign in all or in part his right to the lease, with the consent of the Lessor, such consent shall not be unreasonably withheld.

THE LESSEE shall neither sub-let all or part of the property leased to him nor cede, transfer or assign in all or in part his rights to the lease. (The Beach Authority to decide which of the three options to include).

10.0 **PAYMENT OF RENT, WATER ELECTRICITY CHARGES, ETC**

10.1 The Tenant shall settle his rent regularly by cheque so as to reach the Lessor by the tenth of each month.

10.2 The Tenant shall make his own arrangement for payment of his bills with respect to electricity, water (if applicable), telephone, and any other services, and shall pay regularly all amount due and payable in respect thereof.

10.3 The Tenant shall be responsible for payment of all Tenant's taxes and related charges, if any, which may be levied on the space occupied by him.

10.4 Where the Tenant has been failing to pay the rent due for three consecutive months, the Lessor reserves the right to terminate the lease, after having notified the Tenants of its intention by way of a "mise en demeure", and without it being necessary for the Lessor to fulfill any other formality, whether judicial or extra judicial. (It would be advisable to provide a specific time limit instead of referring to 'constantly').

10.5 In case of recovery of any arrears of rent through an Attorney-At-Law, the Tenant shall pay to the Lessor any commission not exceeding 10% of the amount recovered and payable by the Lessor to such attorney.

11.0 **USE OF PREMISES**

11.1 The Tenant shall use the said property as an office space only.

11.2 The Tenant shall ensure that all litter, garbage, waste generated from his use of the premises are stored in an orderly way and be not spilled on any part of the premises, including staircase, passages or thrown on the floor at any point.

11.3 The Tenant, its employees, agents, licensees and guests shall have full access and the right to use all common passageways, stairways, lifts and entrances as they exist at the date of this lease for the purposes of entering and leaving the premises. The Tenant shall have the right to affix name plates in appropriate places in the building to indicate the location of its premise.

11.4 THE TENANT shall be responsible for wrongful and actionable acts and doings of any person falling under its responsibility, and shall make good to the Lessor any damage due to such act or doings of any such person.

12.0 **SAFETY PRECAUTIONS**

12.1 The Tenant shall not without the Lessor's prior written approval and that of the competent Authorities stock or store on the premises any inflammable or dangerous materials or noxious substances or any articles, stores or other merchandise generally whatsoever whether edible or not which are in a state of putrefaction or which can give off any noxious odour and which are hazardous to health.

12.2 The Tenant shall keep the landing and the staircase free of obstructions so as to facilitate evacuation of the building in case of emergency and shall keep unlocked all emergency doors in the building during working hours.

12.3 The Tenant shall ensure that emergency exits are at all times free from any obstruction.

12.4 The Tenant shall comply with all the conditions which the Authorities may require for the safety, health and welfare of employees and/or the safety of the premises.

12.5 The Lessor shall keep and maintain on the premises adequate fire prevention and fire control apparatus and shall ensure that such apparatus is at all times in good working order. Whenever appropriate, the Tenant shall seek the advice of the Mauritius Fire and Rescue Services on necessary fire safety measures he needs to maintain on the premises.

13.0 **INSPECTION OF PREMISES**

13.1 The Tenant shall permit the Lessor and/or his agents, with or without workmen to enter the premises, at any convenient time to him (the Tenant), to view the state of repair and/or for the purpose of taking inventories of the Lessor's fixtures and fittings therein, or of doing such works and things as may be required for any repair, alteration or improvement to the premises. The Lessor and/or his agents and workmen in so doing will cause as little inconvenience as possible to the Tenant.

13.2 The Tenant shall authorize the Lessor or its accredited representative to visit and inspect the premises leased to ensure that all the conditions of the present lease are being complied with or implemented by the Tenant, at any time which is convenient to the Tenant.

14.0 **EXPENSES AND CHARGES**

14.1 The Lessor will assure through its own organization the security of the premises. (Not applicable to all leases).

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

15.0 **ARBITRATION**

In the event of any dispute as to the meaning and intention of this lease it is hereby agreed by both parties that the dispute shall be referred to a Court of Law. (Arbitration is a costly procedure and should be avoided for small contracts).

16.0 **NOTICES**

Any notice or other correspondence required to be served or exchanged under this agreement shall be so served or exchanged, as the case may be, at the following address:-

For **THE LESSOR** at his building
The General Manager, XYZ Co. Ltd, No.
Port Louis

For **THE TENANT** at No
Port Louis

Made in two originals and in good faith at Port Louis

This day of 20.....

LESSOR

TENANT

(s)

(s)

Section V

SCHEDULE OF REQUIREMENTS

1. Building space requirement

Proposals for rental of building space shall meet the following requirements:

- (a) the building space should be available with all the specified amenities and ready for occupation, **as from 21st of June 2019;**
- (b) the building area should be in the range of **8000 to 8500 sq ft** and shall exclude reception area, corridors, lifts etc to accommodate the indicative requirement of the Public Body as listed at **Annex A.**
- (c) in addition, provision is required for kitchenettes and one toilet in General Manager's Office, and adequate toilet facilities separate for ladies and gents over and above the space requirements ;
- (d) Preference will be given to buildings with the best technical facilities including number and speed of lifts, air conditioning system, electrical system, water and plumbing system, and telephony system, size, functionality and accessibility of lobby/reception area and corridors and the best security provisions particularly for lower floors and access;
- (e) The building should be accessible and provide amenities to disabled persons. The premises should be provided with water storage facilities and standby generators;
- (f) The building should meet the minimum requirements with regard to electrical, air conditioning, lifts, fire alarm and detection system and water pumps as per **Annex B;**
- (g) Buildings should meet basic standards as specified in the relevant legislation. Security and emergency exits should conform to the **Occupational, Safety and Health Act 2005** and to the requirements of the Mauritius Fire and Rescue Services. This should include a **valid Fire Certificate** issued by the Mauritius Fire and Rescue Services under the Occupational Safety and Health Act No 28 of 2005 and shall comply to the conditions imposed in the Schedule One Sheet 1 and/or Sheet 2 and Schedule Two of the Fire Certificate. Buildings should be provided with fire/smoke detectors, fire alarm and firefighting facilities as per established standards;
- (h) Parking facilities are highly valued. Bidders are invited to specify number of parking slots available ;

Bidders should submit the layout plans and detailed drawings

of the building being proposed and give full description and specifications of materials to be used for the fit-out works;

- (i) The Public Body reserves the right to bring in amendments to the bidder's proposal to meet its requirements;
- (j) The fit-out works will be supervised by a Project Manager, to be appointed by the Public Body, who will oversee that the works are performed according to specifications;
- (k) The proposed accommodation schedule for offices at **Annex C** is only indicative at this stage. On award of the contract, the Project Officer appointed by the Public Body shall liaise, to produce the office layout plans and all other appropriate drawings and product specifications following award of the contract;
- (l) The Public Body reserves the right to change some materials proposed after discussions with the Project Officer;
- (m) Prospective bidders are informed that the **Beach Authority** does not make any deposit to prospective bidders.

This is an important issue to be considered in the evaluation of bids. Failure to submit the information shall lead to disqualification.

- (n) Prospective bidder(s) will be invited to quote for the building in terms of the following:

Rental of building space/per sq ft/month + VAT
Cost of amenities (as specified at paragraph (s) above) /per sq ft/month + VAT

- 2. Earliest date of availability** The Bidder should also state the earliest date as from which the building space fitted with all the amenities as defined in clause 1 shall be available to the **Beach Authority**.
- 3. Contract period** The contract shall be for an initial duration of two years renewable thereafter on a yearly basis for a further period of two years on the terms and conditions agreeable to both parties.
- 4. Lease Agreement** A draft proposed lease agreement is herewith contained in Section V. Bidders may submit their comments/suggestions which may be subject to negotiation and finalization, prior to award of contract.

Building Space Requirements

Proposals for rental of office space shall as far as possible meet the following:-

- 1 **Building Area and offices**
A building in the range of **8000 to 8500 sq ft**, to accommodate the indicative requirements as listed.
- 2 **Location of the building**
The building should be located in **Ebène within a radius of 500m from Atal Bihari Vajpayee Tower** with easy access to the Public, safety of the premises and health facilities nearby.
- 3 **Structure of the building**
The structure of the building should be of reinforced concrete structure with secure & emergency exits provided with comfortable staircase and lift (if required).
- 4 **Building Security**
Should conform to Health & Safety norms and requirements of Mauritius Fire and Rescue Services (fire alarm system, etc.) as per regulations in force.
- 5 **Gate & Boundary**
The compound premises should be fenced and main access gate should be available.
- 6 **Parking space**
A minimum of fifteen parking slots, with at least seven covered/underground parking spaces should be made available within the building.
- 7 **Disable friendly**
The building should be accessible for disabled persons and adequate amenities should be provided accordingly.
- 8 **Essential amenities**
Such as adequate electrical services, lighting system, power points, water supply, water storage, wastewater disposal, stand-by generator and telephone line/internet connection.
- 9 **Toilets facilities**
Minimum 7 nos. separate (1 GM Office, 3 males, 3 females).
- 10 **Partitions of the building**
The building partitions should be made from fire-resistant materials and provided by the lessor as per the clients requirements.

- 11 **Floor Finishes**
Floor finish should be in ceramic tiles or equivalent for ease of maintenance.
- 12 **Walls Finishes**
External, internal walls, columns, beams, ceilings should be freshly painted.
- 13 **Openings**
Openings should be burglarproofed.
- 14 **Air Conditioning & Ventilation**
Split type of A/C should be provided and adequate ventilation (extractor fans) for closed corridors, kitchen & toilets should also be made available. Maintenance of Air Conditioning system must be managed by the owner of the building.
- 15 **Waterproofing**
Roof of the building should be waterproofed.
- 16 The building space should be available with all the specified amenities (supply, delivery, installation, configuration and commissioning of required services) and ready for occupation, **as from 21st of June 2019**.
- 17 Bidders should submit detailed drawings for the building being proposed, site plan and give full description and specifications of materials to be used for the fit-out works. Brand new equipment should be provided.

Electrical and Air Conditioning

Electrical and air conditioning services have to be provided as specified below: -

Minimum requirements**1. Electrical Services**

- The design and installation shall conform in all respect to the 17th Edition of the I.E.E Wiring Regulation (U.K) and to British Standard 7671 requirements for electrical installation or MS63.
- Electrical supply to the building shall be taken from an independent secure sub-station to be located preferably within the site facility.
- Electrical light and power loads shall be segregated from mechanical loads throughout the installation.
- Final volt drop in sub-circuits shall not exceed 2.5% when operating at their ultimate load capacity.
- All final circuits to be protected by residual current devices not exceeding 30mA sensitivity.
- All circuits and distribution panels are to be properly labelled.
- A certificate of conformity to current electrical standards and regulations, signed by an independent Registered Electrical Engineer is to be provided before signing of agreement.
- All As-made drawing for electrical installation and instruction manuals for all equipment shall be available on site.

2. Lighting System

- Light level for working areas shall be at minimum 500 lux.
- Low glare luminaires shall be provided in all office areas.
- Special lighting systems shall be provided for areas like Conference room, Minister's office, etc. to suit the particular application according to client's requirement.
- Security lights shall be provided at the main entrance, exits and surrounding areas.
- Emergency lighting systems shall be provided in common areas.
- Emergency lighting systems shall be adequate to maintain a minimum light level of 20 lux throughout periods of power failure of 10 minutes duration.
- Directional emergency lights are to be provided to show exit paths.

3. Lift System

- The lift shall be based on a comprehensive traffic flow calculation for the building. The lift control system shall incorporate advanced microprocessor and intelligent capabilities. The control system shall allow real time management of elevator and shall use sophisticated traffic analysis program with the following feature:
 - (i) Up peak feature.
 - (ii) Down peak feature.
 - (iii) Distribution of free car to highest priority zone and the floor most likely to receive the next call.
 - (iv) Split group feature program to operate as 2 individual sub groups, each one serving its own segment of building occupants.
 - (v) One lift shall be reserved for VIP.
 - Lift Alarm Systems & Emergency lights and Communication System in cabin operated on batteries in case of power failure.
 - Trained personal should be on site permanently to make rescue operation in case passengers are trapped in lift.

4. Fire Alarm System

The fire alarm system shall be of addressable analogue type and shall include the following:

- Fire alarm control panels to include backlit LCD alphanumerical keypad for field control c/w with all auxiliary controls;
- Intelligent addressable smoke detectors, heat detectors, manual call point, line isolator, interface units and sounder;
- Dynamic and interactive colour graphic, PC work station display status alarm and layout of building complex;
- All necessary hardware/ software to make the system fully operational;
- Repeater alarm panels;
- Mimic display for the complex showing status of normal, fire and fault.
- System to communicate and interface to Security Management System.

5. Generator

- The minimum power rating of the standby generator shall be sufficient to cater for the total requirements of the client.
- Shall be rated for continuous duty
- The generator shall be of automatic mains failure type, with water cooled diesel engine and bulk storage tank.
- The control shall give fully automatic mains failure operation, so designed that the plant will on 115 reduction of voltage on any phase of the supply, automatic take over the load and will continue to carry out the load until 0-15 minutes after the mains supply been fully restored. The plant will then close down transferring the load back to the mains ready for the next mains failure. The generator set shall be closed within a ***weather proof and sound proof attenuated canopy/enclosure***. The noise level shall not exceed 80dBA at one meter.
- Shall be provided with its own earthing system and shall read an absolute value of ***not more than 2 ohms***.
- Shall have an inbuilt fuel tank with indicator for at least 8 hours running at full load. The tank shall be complete with level indicator, breather, strainer, drain plug, feed and lines connection with gate valve for filling from bulk storage tank.

6. Air Conditioning and Ventilation

- The design of the cooling and ventilation system shall conform to the relevant British Standards. Areas requiring 24 hour operation like sever room shall be served by air-conditioning systems that minimise control plant operation and running costs.
- The capacity of the cooling equipment shall be based on detailed cooling load calculations, taking all relevant factors into consideration. The design shall be based on outside conditions of 35°C and relative humidity 80 % during summer period. The comfort condition to be achieved, during peak summer time, is 22°C +/- 1°C and relative humidity of 50 % in occupied areas.
- The refrigerant used shall be one approved by the Montreal Protocol.
- Noise levels of the equipment must be within limits prescribed in the British Standards.
- The building shall have fresh air supply to the different occupied areas.
- Exhaust provisions shall be provided in particular kitchen, tea rooms, toilet and any special areas like photocopy/print rooms.
- The controls of the air conditioning systems shall be modular, user friendly and simple Direct Digital Control System.

7. Water Supply Pumps

- The booster pump sets for the potable water supply shall be pressure switch controlled packaged unit with duty and standby pumps accumulators and control panels and shall have the required duty.
- The duty and standby pumps shall be vertical multi-stage, quiet running, high efficiency type with stainless steel housing and, impellers and shaft.
- The complete set shall be located in the building basement.
- The pumps shall be connected to the generator circuits.

Indicative Accommodation Schedule for Offices

SN	OFFICE/ROOM	OFFICE SPACE (Approx. area in sq.metre, m ²)	OCCUPANCY	REMARKS
1	General Manager	80	1	To accommodate meeting area, sitting corner, kitchenette and bathroom
2	Technical Manager	32	1	To accommodate meeting area
3	Administrative Manager	20	1	
4	Finance Section	26	4	
5	Technical Section	85	11	
	Project Officer	20	2	
	Technical Officer	20	2	
	Ag Senior Beach Works Inspector	10	1	
	Ag. Senior Beach Enforcement Officer	10	1	
6	Human Resource Section	30	3	
7	Procurement and Supply Section	40	4	
8	Licensing Section	26	3	
9	Information Technology/ Departmental Bid Committee	18	3	
10	Transport Section	18	2	
11	Confidential Secretary	12	2	
12	Administrative Assistant	10	2	
13	Boardroom	75		
14	Documentation Office	15	2	
15	Registry	30	5	
16	Registry Filing/Archive	30		Room to accommodate filing cabinet for open and closed files.
17	Reception	30	1	
18	Mess Room	26		To accommodate 10-15 staff
19	Attendant Room	20		To accommodate 6-8 staff
20	Toilet	60		Approximately 6 toilets for women and 4 toilets & 6 urinal for men
	TOTAL	743	51	

Parking Slots required: 15 (7 Covered Parking)

Note:

The above list is only indicative at this stage. Detailed office plan layouts requirements including data points and electrical points as approved by the management will be submitted by the Project Manager to be appointed by the Public Body.

Section VI - FORMS OF BID

1. BID SUBMISSION FORM FOR TECHNICAL PROPOSAL

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

2. Name and address of Bidder:

3. Telephone No _____ 3. Mobile Phone _____

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

6. Having examined the bidding documents, including Addendum Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, I am /We are submitting our proposal of building 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 building space/building proposed above shall be available as from complete with the amenities as defined in ITBto be agreed between the Interior Designer appointed by the bidder and the Project Manager appointed by the Public Body.

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 therefrom that you may require.

10 I am/We are also forwarding along with this proposal our comments/suggestion on the Lease Agreement attached with the bid document. I/We understand that the lease agreement shall be finalised after discussion in case our proposal is selected for your need.

11 I/We confirm that I am/we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in ITB

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

13 I/We undertake to submit a Performance Security ITB as a guarantee to fulfill my/our obligation to have the Building space ready for occupation as agreed.

14 We undertake to abide by the Conduct for Bidders and Contractors as provided under section 52 of Public Procurement Act 2006 during the procurement process and the execution of any resulting contract.

Signature of Bidder_____

Position in Company (if applicable)_____

Date: _____

2. BID SUBMISSION FORM FOR FINANCIAL PROPOSAL

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

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 Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, and rectifications to the technical proposal as applicable following the submission at the first stage, I am /We are submitting our proposal of building space/building for rental as agreed in response to the Invitation for Bids

Location of the building (give brief description)	Size of the building space	Monthly Rental (Rs) Inclusive of VAT
Site and locations: Rental of building space Cost of floor finishes Cost of partitioning works Parking Facilities	 /sq.ft	
Total monthly rental excluding VAT	
VAT	
Total		
Syndic Fees		

7. This bid shall remain valid for a period of **120 days** as from the deadline set for the submission of bids at the first stage.
8. I/We undertake to submit a Performance Security as per ITB 29 as a guarantee to fulfill my/our obligation to have the Building space ready for occupation as agreed.
9. We undertake to abide by the Conduct for Bidders and Contractors as provided under section 52 of Public Procurement Act 2006 during the procurement process and the execution of any resulting contract.

Signature of Bidder _____

Position in Company (if applicable) _____

Date: _____

SECTION VII - SCHEDULES

1. PERFORMANCE SECURITY (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Building: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

Performance Guarantee No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,³ and any demand for payment under it must be received by us at this building on or before that date.

[signatures of authorized representatives of the bank and the Supplier]

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

³ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Section VIII - CHECK LIST

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

Item	List of document	checked
1.	<p>The following documents shall be included at the first stage:</p> <p>Technical Proposal</p> <ul style="list-style-type: none"> (i) Drawings and site plan for the proposed building space (ii) Bid submission Form for technical proposal duly signed (iii) Suggestion(s) on draft lease Agreement (iv) Proof of ownership of building, (v) Mauritius Fire and Rescue Services Clearance Certificate (vi) Engineer's Certificate (vii) Copy of the land use permit for the Building (viii) List of proposed works to be executed and expected duration period to arrange for the building space to suit the requirements of the Public Body (ix) Any other document(s) required to complete the bid submission, as specified in this bidding document. <p>Financial Proposal</p> <ul style="list-style-type: none"> (i) Bid Submission Form containing the Financial Proposal 	
3.	<p>The following documents shall be included at a further stage ;</p> <ul style="list-style-type: none"> (i) Supplementary to the Financial Proposal (if applicable). (ii) Modifications made to the Technical proposals as agreed, where applicable 	

Disclaimer: The above list is meant to assist the bidder in submitting a complete proposal. However, the onus remains on the bidder to ensure that its submission is complete for a proper evaluation as guided by the bidding document.