



# **MANUFACTURING SECTOR WORKERS WELFARE FUND**

## **BIDDING DOCUMENT**

**for**

### **Renting of Office Space with Amenities in Port Louis Centre**

**Procurement Reference No: MSWWF/OAB 01 of 2021**

**Manufacturing Sector Workers Welfare Fund  
Multicomplex Building  
Mangalkhan  
Floreal  
Tel: 6867746, 6981511  
Fax: 6966013  
Email: mswwf@intnet.mu  
10 September 2021**

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## **Manufacturing Sector Workers Welfare Fund Communique Rental of Office Space**

The **Manufacturing Sector Workers Welfare Fund (MSWWF)** intends to rent a building of an approximate area of **300m<sup>2</sup>** in the centre of **Port Louis** for an initial period of **three** years renewable thereafter on a yearly basis, including amenities such as *partitions, power points, air-conditioning, parking facilities, water supply and telephone/internet connection* to serve as *inter alia* offices, *Conference Room/Committee Room*.

2. Bidding document will be available as from **Monday 13 September 2021** by downloading **free of charge** from website of the MSWWF (**[mswwf.govmu.org](http://mswwf.govmu.org)**) or that of the public procurement portal (**[publicprocurement.govmu.org](http://publicprocurement.govmu.org)**). Amendments, if any, to the bidding document prior to the deadline for submission of bids will be forwarded simultaneously to all prospective bidders who have received the document directly from MSWWF.
  - (a) Bidders are required to submit their bids in two separate envelopes: one for Technical and one financial.  
At first stage, only the envelope containing the technical offers will be opened and analysed. Only the technically responsive bids or bids that may be made to meet the requirements with minor changes will be retained for further consideration. Those which are totally outside the scope of the requirements or are otherwise not responsive shall not be retained for further consideration.
  - (b) At the second stage, bidders whose bids have been retained following the first stage will be invited to submit the agreed upon changes to be brought to the Technical Proposal together with a supplementary to the Financial Proposal by a set time and date. The bids received at the second stage as well as the Financial Proposal received at the first stage will be opened simultaneously in the presence of the bidders or their representatives if they choose to attend.
3. Bids containing the Technical Proposal and Financial Proposal in a sealed envelope for the first stage shall be deposited in the Tender box at **MSWWF, Mangalkhan, Floreal** not later than **Friday 15 October 2021 by 14 30 hours at latest**. The cover of the envelope should contain the following information - Bid Reference Number, the closing date for submission and name of the Bidder. All bids should be duly signed and stamped. **Bids that are not duly signed as well as late submissions will be automatically disqualified.**
4. The envelope containing the Technical Proposals will be opened in the presence of Bidders' Representatives, who choose to attend the Bid Opening on **Friday 15 October 2021 at 14 35 hours** and at the following address: **Conference Room, MSWWF, Mangalkhan, Floreal.**

The envelope containing the Financial Proposal shall be kept **unopened and secured** for onward process.

10 September 2021  
**Manufacturing Sector Workers Welfare Fund**

# 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 document 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 MSWWF intends to rent a building of an approximate area of **300m<sup>2</sup>** in the centre of **Port Louis** for an initial period of **three years** renewable thereafter on a yearly basis, including amenities such as partitions, power points, air-conditioning, parking facilities, water supply and telephone/internet connection to serve as inter alia offices and Conference Room/Committee Room.
- 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 MSWWF 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 and Pre-bid Meeting:

5.1 A prospective Bidder requiring any clarification of the Bidding Document may notify the MSWWF addressed to: **The Officer in Charge, MSWWF, Mangalkhan, Floreal**. 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 MSWWF.

5.2 The Bidder's designated representative is invited to attend a pre-bid meeting which will be held in the **Conference Room of the Manufacturing Sector Workers Welfare Fund, Mangalkhan, Floreal on Friday 01 October 2021 at 11 00 hrs**. 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 Document 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 MSWWF 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 spaces 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;

❖ The Bid submitted at the **second stage** shall comprise of:

- (a) Proposals to remedy the shortcomings in the Technical Proposal as discussed and agreed at the first stage; and
- (b) Supplementary price for the agreed remedies to the shortcomings in the Technical Proposal.

### **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 building space and/or being duly authorized to enter into a lease Agreement with a third party for the proposed building space;
- (b) Bidders shall provide such evidence of their continued eligibility satisfactory to the MSWWF, as the latter shall reasonably request;
- (c) Bidders 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.

**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;
- (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 office premises completed in accordance with Section IV.

10.3 The documentary evidence to be submitted at the **second stage** shall consist of:

- (a) proposals in the manner that the shortcomings identified in the Technical Proposal at the first stage, as discussed and agreed, will be attended to; and
- (b) Detailed description supplementary to the Financial Proposal reflecting the additional cost in making good the shortcoming.

**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 MSWWF 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.

**13. Bid Security:** Bid security is not applicable

## **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 Officer in Charge**

**MSWWF**

**Mangalkhan**

**Floreal**

(b) **marked with –**

**INVITATION TO BID**

**MSWWF/OAB/ 01 of 2021”.**

**“Renting of Office Space with amenities in Port Louis Centre”.**

### **16. Deadline for Submission of Bids/Late Bids:**

16.1 Bids must be deposited not later than **Friday 15 October 2021 by 14 30 hours at latest** in the **Tender Box situated at the MSWWF, Ground Floor, MSWWF Building, Mangalkhan, Floreal** on or before the date and time indicated in Bid Data Sheet.

16.2 The MSWWF 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 MSWWF 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 MSWWF 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.**

18.3 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.

18.4 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.

18.5 The MSWWF will prepare minutes of the Bid Opening.

### **19. Preliminary Examination:**

19.1 Prior to the detailed evaluation, the MSWWF 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.

19.3 A Bid determined as not substantially responsive will be rejected by the MSWWF 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 MSWWF (as per Section V).
- 1.2 Compliance with General Conditions specified in these Bidding Documents.
- 1.3 Compliance with administrative and security requirements of the procuring entity (as per Section V).
- 1.4 Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. designing and building the participation layout, flooring works, amenities and other services specifically required for the offices).
- 1.5 Compliance with legal requirements (premises not under encumbrance, etc). Availability of documents confirming compliance of the Bidder to the requirements of the ITB.

**Note:** The MSWWF 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:**

- 21.1 To assist in the examination, evaluation and comparison of Bids the MSWWF 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.
- 21.2 The procuring entity may conduct clarification meetings with each or any Bidder to discuss any matter, technical or otherwise, where the procuring entity requires amendments or changes to be made to the Technical Proposal. The changes to be made shall be recorded and signed by both parties
- 21.3 Where amendments or changes are required by the MSWWF, bidders will be requested in writing to adjust their technical proposals accordingly and confirm same with their submission of the financial proposal as per ITB 8. The supplementary price proposal should only contain the changes in price resulting from the changes in the technical proposals. Bidders should note that, if the MSWWF, during the evaluation of the price proposals, considers that the changes in price are unrealistic in comparison with the original price proposal the bid is liable to be rejected. Bidders not wishing to make the change to their technical proposals may withdraw from the bidding process without their Bid Security being forfeited

## **22. Invitation to submit Supplementary Financial Proposals**

- 22.1 At the end of the evaluation of the Technical proposals, the MSWWF will invite bidders who have submitted substantially responsive Technical proposals to submit their Supplementary Financial Proposal and amendment to their original Technical Proposals, where applicable. Bidders will be indicated the date, time and place for the submission of their financial proposals.
- 22.2 Unsuccessful Bidders will be notified of the grounds on which their bids have been substantially non-responsive to the technical requirements of the bidding documents.

## **23. Opening of Financial Proposals**

- 23.1 The procuring entity will open the Financial Proposals, the supplementary to the Financial Proposal and the amendments to the technical proposals as applicable, at the time and date at the location advised to the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 23.2 The bidder's names, the Bid Prices including, any discounts, and such other details as the procuring entity may consider appropriate, will be announced and recorded by the procuring entity at the opening. The bidder's representatives will be required to sign this record.

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

- 24.1 Prior to the detailed evaluation, the MSWWF 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.
- 24.2 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.
- 24.3 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.
- 24.4 A Financial Proposal determined as not substantially responsive will be rejected by the MSWWF and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 24.5 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):

	<b>Rating Factors</b>	<b>Weight (%)</b>	<b>Rating</b>
<b>I</b>	<b>Location and Site Condition</b>		
	1. Accessibility	(25)	
	2. Topography and Drainage	(20)	
	3. Sidewalk and waiting shed	(15)	
	4. Parking space	(20)	
	5 Land classification, utilization, and assessment	(10)	
	6. Other added amenities	(10)	
		<b>(100)</b>	
<b>II</b>	<b>Neighbourhood Data</b>		
	1. Prevailing rental rate	(20)	
	2. Sanitation and health condition	(20)	
	3. Adverse influence	(15)	
	4. Property utilization	(15)	
	5. Police and fire station	(15)	
	6. Cafeterias	(10)	
	7. Banking/postal/telecom	(5)	
		<b>(100)</b>	
<b>III</b>	<b>Real Estate</b>		
	1. Structural condition	(30)	
	2. Functionality		
	a. Module	(7)	
	b. Room arrangement	(7)	
	c. Circulation	(7)	
	d. Light and ventilation	(7)	
	e. Space requirements	(7)	
	3. Facilities		
	a. Water supply and toilet	(6)	
	b. Lighting system	(6)	
	c. Elevators	(6)	
	d. Fire escapes	(6)	
	e. Firefighting equipment	(6)	
	4. Other requirements		
	a. Maintenance	(5)	
		<b>100</b>	
<b>IV</b>	<b>Services and Facilities</b>		
	1. Janitorial and security	(20)	
	2. Air conditioning	(20)	
	3. Repair and maintenance	(20)	
	4. Water and light consumption	(20)	
	5. Secured parking space	(20)	
		<b>100</b>	

	<b>Rating Factors</b>	<b>Weight (%)</b>	<b>Rating</b>
	<b>Location and Site Condition</b>	× (.20) =	
	II. Neighborhood Data	× (.20) =	
	III. Real estate	× (.50) =	
	IV. Services and Facilities	× (.10) =	
<b>Factor Value</b>			

Marking for financial merit (Fm):

	<b>Rating Factors</b>	<b>Weight (%)</b>	<b>Rating</b>
	i. Rental of office space (monthly)	100	
	ii. Cost attributable to amenities (monthly)		
	Parking Facilities	100	

	<b>Rating Factors</b>		
	I. Rental of office space	× (.80) =	
	II. Cost attributable to amenities	× (.20) =	
<b>Factor Value</b>			

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

## **F. Award of Contract**

### **25. Award Criteria:**

The MSWWF 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.

### **26. 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 MSWWF 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 24 and 25.

### **27. Rights of the Public body**

The MSWWF 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).

### **28. Notification of Award**

Prior to the expiration of the period of Bid Validity the MSWWF 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

## **29. Signing of the Contract**

29.1 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.

29.2 Within 30 days of receipt of the Contract the successful Bidder shall sign, date and return it to The Officer in Charge, MSWWF.

## **30. Performance Security: Not Applicable**

## **31. Challenge and Review**

A bidder who feels aggrieved with the award decision of the MSWWF may submit a challenge to The Officer in Charge, MSWWF 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.

## **32. Publication of Award**

For all contract exceeding Rs 5M the MSWWF 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.

## **33. Debriefing.**

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

## **34 Corrupt or Fraudulent Practices**

34.1 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. <sup>1</sup> 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 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

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<sup>1</sup>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.

34.2 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://publicprocurement.govmu.org>*

### 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	A pre-bid meeting will be held on <b><u>Friday 01 October 2021 at 11 00 hrs in the Conference Room of the Manufacturing Sector Workers Welfare Fund, Mangalkhan, Floreal</u></b>
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;"><b>1. BID SUBMISSION AT FIRST STAGE</b></p> <p>Technical Proposal</p> <p>(h) Bid submission form for Technical proposal (Section VI) including contact details of Bidder are properly filled and signed</p> <p>(ii) Conceptual design drawings and technical proposals to substantiate understanding of requirements and manner in which these would be met.</p> <p>(iii) Compliance technical schedules where required in the technical specifications are properly filled and signed</p> <p>(iv) Bid Security</p> <p>(iv) Set of valid ownership documentation (copy); Engineer's certificate for building; layout; building insurance certificate, also</p> <ul style="list-style-type: none"> <li>- 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);</li> <li>- 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);</li> </ul>



	<p>Financial Proposal</p> <p>(i) Bid Submission Form for Financial Proposal (Section VI) including contact details of Bidder are properly filled and signed.</p> <p><b>2. BID SUBMISSION AT SECOND STAGE</b></p> <p>(i) Rectification of the Technical Proposals as discussed and agreed upon during clarification, where applicable, and  (ii) Supplementary to the Financial Proposal representing the additional cost for the rectifications in the Technical Proposal.</p> <p>All documents should bear signature of authorized person(s) and company seal.</p> <p>N.B. Incomplete Bids 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 MSWWF <b><u>not later than Friday 15 October 2021 by 14 30 hours at latest.</u></b>
Bid Opening	Envelopes containing the technical proposals shall be opened on <b><u>Friday 15 October 2021 at 14 35 hours in the Conference room of the MSWWF, Mangalkhan, Floreal.</u></b> Envelope containing the Financial Proposal shall remain unopened and secured.
Documents Establishing Bidder's Eligibility & Qualifications	<input type="checkbox"/> Required. <b>Required, as per clause 9 of the Instruction to Bidders (Section II)</b>
Bid Validity Period	<input type="checkbox"/> <b>120 days</b> from the date from the closing of bids.
Preliminary Examination of Financial Proposals – completeness of bid.	- Rates with breakdown costs is clearly filled and signed at the submission of the Financial proposals
Evaluation of Bids	Bids will be evaluated based on following criteria: - 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 MSWWF. - Compliance with General Conditions specified by these Bidding Documents

	<ul style="list-style-type: none"> <li>- Compliance with administrative and security requirements of the relevant authorities</li> <li>- 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)</li> <li>- Compliance with legal requirements (premises not under encumbrance, etc). / Availability of documents confirming compliance of the Bidder to the requirements of the ITB.</li> </ul> <p><b>Financial proposal</b> Rates quoted by the highest ranked bidder shall be subject to assessment of the Valuation Real Estates Consultancy Services.</p>
Payment terms	<b><u>It is not the policy of the MSWWF to approve advance payments. Payment will be effected at the end of each month following receipt of invoice from the Lessor.</u></b>
All communication must be directed to:	<b>The Officer in Charge, MSWWF, Mangalkhan, Floreal</b>
Requests for additional information	Request for additional information must be received at least 7 (seven) 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: <b>The Officer in Charge, MSWWF, Mangalkhan, Floreal</b></p> <p>(b) The address to file application for review is: <b>Independent Review Panel, 9<sup>th</sup> Floor, Wing B Emmanuel Anquetil Building Port Louis Tel : 201 3921</b></p>
Contract period	The contract shall be on a Long Term Arrangement (LTA) basis with the successful bidder. The LTA will be <b>valid for an initial period of three years at fixed rates and may be renewable on a yearly basis on the same terms and conditions based on the actual performance of the LTA holder</b> and if needed as a result of another evaluation of the market rates.

## 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 50000 and a security deposit of Rs 25000. 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 unauthorized manner or from following an incorrect procedure; recommend the annulment in whole or in part of any unauthorized 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**

**DRAFT 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**

..... **OFFICE** – [*insert name of public  
body*] ..... duly represented by its  
..... hereinafter referred  
to as **The Tenant**.

ON THE OTHER PART

The Lessor is the owner of a building situated at .....  
Street, Port Louis.

The Lessor agrees to let the ..... Floor/s (of an area of  
..... square metre) of its premises situated at  
..... Street, ....., 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 .....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 .....  
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) monthly, payable within 30 days, after receipt of relevant invoice.
- 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 aircraft crash.
- 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 dividing 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 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 mess room 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 cedes, transfer or assign in all or in part his rights to the lease. (Ministry 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 arranging with his bank for this to be paid through a standing order in favour of the Lessor so as to reach him 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, 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 offices 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 Fire 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 or officers, 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 office

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**

(s) .....

**TENANT**

(s) .....

## Section V

### SCHEDULE OF REQUIREMENTS

#### 1. Office space requirement

Proposals for renting of office space shall meet the following requirements:

- (a) The office space should be made available with all the specified amenities including flooring, partitioning, mechanical and electrical services after award of contract not later than **60 days**.
- (b) Office area of **300 sq mt** with provision for *inter alia* Conference Room/Committee Room. The indicative requirement of the Public Body is as listed at **Annex B**.
- (c) in addition, provision is required for kitchenettes and adequate toilet facilities separate for ladies and gents over and above the space requirements for an approximate labour force of **25** employees;
- (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, **data cabling with speed of at least 1 Gigabyte** 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) Building 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 Fire Services. This should include a valid Fire Certificate issued by the Fire Services Department 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. Building should be provided with fire/smoke detectors, fire alarm and firefighting facilities as per established standards;

- (h) Prospective bidders should propose office environment that provides for comfort, functionality and aesthetics that are of high standing. Bidder will have to appoint an Interior Designer with experience and record of design and supervision of such office environment;
- (i) Bidders should in the offer submit the name and CV of the Interior Designer being proposed and the estimated budget for the fit-out works inclusive of all finishes and specialist M&E services as specified in the bidding documents.
- (j) Parking facilities are highly valued. Bidders are invited to specify number of parking slots available;
- (k) In case there are commercial entities in the proposed building, arrangements will be required that do not handicap security and ease of access to the government offices. At a minimum there will need to be a separate access for the government offices.
- (l) 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;
- (m) The proposed accommodation schedule for offices at **Annex A** is only indicative at this stage. On award of the contract, the Interior Designer of the selected bidder shall liaise with the Project Manager, appointed by the Public Body, to produce the office layout plans and all other appropriate drawings and product specifications following award of the contract;
- (n) The Public Body reserves the right to bring in amendments to the bidder's proposal to meet its requirements;
- (o) 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 above;
- (p) The Public Body reserves the right to change some materials proposed after discussions with the Interior Designer;
- (q) The bidder shall provide building with requirements for server room as detailed at **Annex B**.

- (r) In submitting the offer, prospective bidder should also propose separate quotes earmarked for each of the following:
  - (i) Office space
  - (ii) Parking slots.

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

- (s) Prospective bidder(s) will be invited to quote for the building in terms of the following:
  - Rental of office space/per sq m/month inclusive of 15% VAT if applicable
  - at paragraph (r) above /per sq
  - cost of **seven** parking slots
- (t) Prospective bidders are informed that the MSWWF does not make any deposit to prospective bidders.

- 2. Earliest date of availability** The Bidder should also state the earliest date as from which the office space fitted with all the amenities as defined in clause 1 shall be available to the MSWWF.
- 3. Contract period** The initial contract period shall be five (5) years renewable thereafter on 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.

## 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 17<sup>th</sup> 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.
- The requirements in terms of electrical supply and data/network should be as per the indicative Accommodation Schedule at Annex B

#### 2. Lighting System

- Light level for working areas shall be at minimum 300 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.
    - 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 alphanumeric 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

A minimum of one standby generator shall be provided for the complex.

- The generator shall be of automatic mains failure type, with water cooled diesel engine and bulk storage tank.
- Bulk diesel storage tank shall have a minimum capacity of 2500 litres.



- Generator shall be provided with microprocessor based control system which is designed to provide automatic starting, monitoring and control functions for the generator sets.
- The control system shall allow local monitoring and control of the generator set and remote monitoring. All hardware/ software shall be provided.
- The sets shall be within soundproof enclosure of the generator room shall be soundproofed to reduce noise level to 76 dBA at 1 metre.
- The stand-by generator shall be sized for a 24 hours continuous operation.

#### 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 server 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 Schedule of Offices

SN	NAME OF OFFICE	OFFICE REQUIREMENTS	OFFICE SPACE (M <sup>2</sup> )	
1	GENERAL MANAGER	Office (Incl Meeting room)	20	
		Office of CS	10	
		Kitchen	9	
		Attached toilet	9	
		Store	9	
		<b>Sub Total</b>	<b>57</b>	<b>57</b>
2	SECRETARY	Office	12	
3	REGISTRY		15	
4	IT OFFICER		10	
5	SERVER ROOM		15	
6	CONFERENCE ROOM		40	
7	ACCOUNTANT		12	
8	PWO		12	
9	OPEN SPACE FOR SUPPORTING STAFF	Workstation for approx. 15 staff (15x 5m <sup>2</sup> )	75	
10	STORE	3 separate stores (for Admin, Finance & Welfare) 3 x 10m <sup>2</sup>	30	
11	WAITING ROOM/RECEPTION	Open space with counter	12	
		<b>TOTAL</b>	<b>233</b>	<b>233</b>
	<b>ADDITIONAL SPACE REQUIREMENT</b>			
13	Mess	Common mess for all staff	10	
14	Toilet facilities with wash basin for each male and female	2 W.C (male)	10	
		2 W. C (female)	10	
		<b>Sub-Total</b>	<b>30</b>	<b>30</b>
		<b>TOTAL FLOOR AREA</b>		<b>320</b>

**ADDITIONAL SPACE REQUIREMENTS**

1. Parking Facilities <u>within the premises</u> of the building	Parking slots for seven vehicles (7 x 12m <sup>2</sup> ) = 84m <sup>2</sup>		
--	---	--	--

**NOTE:** All offices should be on the same floor.

There is the need of 300m<sup>2</sup> excluding toilet, lift lobby and parking area

**PROPOSAL FOR**  
**SERVER ROOM**

**MSWWF**

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## **Server Room Requirement**

### **Server Room**

The following list some of the requirements of the Server room

#### **RACK for mounting Tower based servers and switches.**

The rack should be equipped with power distribution cables and provide redundant power source. The power distribution should be connected to a UPS. The Rack should be of standard 42 U type and equipped with a LCD Monitor together with Keyboard. All Servers should connect to a KVM Switch.

#### **Raised Access Flooring for Server Room (As option)**

Raised Access Floor should include heavy duty antistatic floor covering, complete with supporting understructure system and accessories. 600 x 600mm raised floor tiles installation with steel panel with cementitious fill; minimum 450mm void; uniformly distributed load of 4.5KN/m<sup>2</sup>, snap-loc system including all necessary cut-outs (200 nominal diameter) and accessory supports covered with antistatic finish (lamine).

All materials to be used in the server room should be non-combustible, self-extinguishing or fire retardant and have the properties of smooth surface finishing and non-dust shedding.

#### **Floor Panel Fitting (As option)**

Cable cut-outs and adjustable air grilles are required on designated floor panels for cable connection of computer equipment and air delivery respectively. The cut-outs are protected by black extruded vinyl trimmings at the edges and covered by rubber grommet. The air grilles must have smooth edges and corners and be flush-mounted on the surface of the floor panels. One panel remover should be provided.

#### **Cable Trays (As option under raised floor)**

The installation of cable trays under the raised flooring system or on ceiling is required to house communications cables. These should be just below the raised floor for easy access to the cables for maintenance. The top of the tray should be no greater than (20mm) below the floor and should have a maximum depth of 150 mm.

#### **Cabling Infrastructure**

On the copper side, category 6 is the published standard that is called out in the [IEEE 802.3an](#) standard for 10GBASE-T.

## **Ramp**

To facilitate equipment transportation, a strong ramp with landing area is required to go from the floor up to the raised floor in the server room. The ramp surface should be built with anti-static, non-combustible and non-slippery materials.

## **Air Conditioning**

An independent air-conditioning system with full backup is required for supplying the server room and computer room. Power source of the system should be separated from those for computer equipment and connected to emergency power supply.

The server room should possess a redundant air conditioning system (thermostat controlled) and temperature sensor (with alarm). Power supply of air-conditioning units must not be connected to the computer loads.

## **Temperature and Relative Humidity Ranges**

The operating ranges of temperature and relative humidity for computer equipment are usually  $20^{\circ}\text{C} \pm 3^{\circ}\text{C}$  and  $45\% \pm 10\%$  respectively with the maximum rate of changes at  $3^{\circ}\text{C}$  and 6% per hour.

## **Emergency Lighting**

The lighting inside computer room should be connected to essential power supply and 50% of them should be supported by battery.

## **Fire prevention**

Fire suppression system should be provided.

## **Electrical Systems**

All Electrical connections should travel through the cable tray fixed on the ceiling.

Separate dedicated power panels should be provided for A/C and computer equipment Isolating Transformers, UPS systems and other power conditioning system should be provided and should not be located in the server room.

Data Cabinets should also be on UPS and backup power system. All Power sockets for Data cabinets equipment should be secured inside the cabinets. All computer equipment within the server room should be on a dedicated circuit powered by a UPS to cater for short term power surge. A generator will be required to support the UPS in providing emergency power supply to the computer equipment in a prolonged power outage. However, the generator should also be able to support other essential facilities and equipment such as the air-conditioning system, security and access control system and lighting. Backup power (including UPS and generator) should be independent of the building system.

### **Alarms and Security**

Monitoring and alarm systems should be provided for the server room. Such alarms should include motion detectors, fire alarms, water alarms and temperature sensors. All entrances to the server room and computer room should be properly secured and alarmed.

### **Access control to server room and Computer Room**

A Biometric Fingerprint access control system will be used to control access of Officers and suppliers entering and coming out of the server room and computer room. The Biometric Fingerprint access control system will comprise Biometric Fingerprint Readers (BFR) and an access control system (ACS). The ACS will be loaded on a server which in turn be interfaced to the readers through appropriate communication software and door controllers among others.

The doors where the BFR will be installed will have to be equipped with necessary accessories. Once access has been granted to authorize personnel through BRF, the door should unlock automatically. Once the user closes the door, it should be locked automatically. The alarm system must also provide "Door-Remains-Open" warnings to operators.

Biometric access to the server room and computer room should be provided and all movement inside these two rooms should be logged.



**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 \_\_\_\_\_

5. 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 office space/building for rental as described above in response to the Invitation for Bids .....
6. 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.
7. The office space/building proposed above shall be available as from ..... complete with the amenities as defined in ITB .....to be agreed between the Interior Designer appointed by the bidder and the Project Manager appointed by the Public Body.
8. 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/We further undertake, upon receiving of your written invitation, to proceed with the preparation of our Second Stage Bid, rectifying our Technical Proposal in accordance with the requirements from the clarification meeting, and submitting our proposal with the supplementary to our Financial Proposal for making good our Technical Proposal.
- 11 I am/we are also forwarding along with this proposal our comments/suggestion on the Lease Agreement attached with the bid document. I/We understand that the lease agreement shall be finalized after discussion in case our proposal is selected for your need.
- 12I/We confirm that I am/we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in ITB .....
- 13 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.

- 14 I/We undertake to submit a Performance Security ITB ..... as a guarantee to fulfill my/our obligation to have the Office space ready for occupation as agreed.
- 15 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 office space/building for rental as agreed in response to the Invitation for Bids  
 .....

*[Sample to be customised by Public body]*

Location of the office space/building ( give brief description)	Size of the office space	Monthly Rental (Rs) Inclusive of VAT
<b>Site and locations:</b>		
<b>Rental of office space as per schedule of requirements</b>	...../m <sup>2</sup>	.....
<b>... Parking slots</b>		.....
<b>Total monthly rental excluding VAT</b>		
<b>VAT</b>		
<b>Total</b>		
<b>Syndic Fees(if applicable)</b>		

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

**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.