**National Library**





*(A parastatal body under the aegis of Ministry of Arts and Cultural Heritage)*

RF. No. 062

MS ISO. 9001:2015

BIDDING DOCUMENTS

Issued on: 10th December 2021

(Open Advertised Bidding)

**For**

**Renting of Office Space with amenities**

**To**

**Accommodate National Library**

**Procurement Reference No:**

**01 of 2021 - 2022**

National Library

2nd Floor

Fon Sing Building

12, Edith Cavell Street

Port Louis 11302

Tel: 211-9891

Fax: 210-7173

Email: natlib@intnet.mu

10th December 2021

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**Section I**

**INSTRUCTIONS TO BIDDERS**

1. **Introduction**
2. **General**:

The National Library, a parastatal body under the aegis of the Ministry of Arts and Cultural Heritage has the role to build the most comprehensive collection of our national heritage and making same available to the Mauritian public for consultation. The National Library has a mandate to preserve for posterity all literary output of Mauritius. The National Library acquires most of its materials through the legal deposit system as per the National Library Act. To ensure that access is given to the most comprehensive collection of Mauritiana materials, the National Library also acquires print and non-print materials published and produced abroad, whose subject matter is related to Mauritius. Besides the main functions, the National Library has the responsibility to offer to its users a rich and varied collection of foreign reference materials

Presently the National Library is located on the first, second and fourth floor of the Fon Sing Building,12th Edith Cavell St, Port Louis

In a Cabinet decision, as a result of a fire outbreak in the Fon Sing Building, it was decided to relocate the National Library from Fon Sing Building. As such, this bidding exercise aims at finding an appropriate location to relocate the National Library.

As such, the National Library invites you to submit your best quote for the renting of office space in the range of **13,000 to 14,000 square feet**, **with amenities to accommodate National Library within walking distance from public transport facilities in the Regions of Quatre Bornes, Phoenix, Ebene and Moka** for a duration of two years (2), renewable thereafter for further periods of one (1) year on the terms and conditions agreeable to both parties.

The proposed location of the building shall not be situated in flood prone areas, landslide prone areas and other risks namely such as rock falls, debris flow, slope failure as indicated by the Land Drainage Authority.

The proposed space for renting may be located on the ground, first or second floor. The proposed space may also be located in a high rise building provided that the building is equipped with an operational lift, serviced and maintained by a qualified lift Maintenance Company. The Offices required as detailed in Annex B may be located in different floors.

1. **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 National Library 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.

In submission of the Bid, the National Library 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**

**3. 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.

**4. Clarification of BiddingDocuments:**

4.1 A Bidder requiring any clarification of the Bidding Documents may notify the

**The Secretary of the Departmental Bid Committee**

**National Library**

**2nd Floor, Fon Sing Building,**

**12th, Edith Cavell St, Port Louis**

**natlib@intnet.mu**

**Tel. No.: +230 211 9891 Fax No.: +230 210 7173**

4.2 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.

4.3 Any amendment to the Bidding Documents that may become necessary shall be made by the National Library exclusively through the issue of an Addendum pursuant to ITB 5.

**5. Amendments of Bidding Documents**: Not 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 who 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.

**6. Preparation of Bids**

**6.1 Language of the Bid:**The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and the National Library shall be written in English.

**7. Documents Comprising the Bid:**

The bid shall comprise of the technical and the financial proposal.

**8. 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 his 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 National Library 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;

**9. Documents Establishing Conformity to Bidding Documents: The Technical Proposal and Financial Proposal**

9.1 The technical proposal shall comprise of the following documents:

(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) Certificate from a Civil Engineer registered with the Council of Registered Professional Engineers of Mauritius validating that the building may sustain live loads of 5 KN/m2.

(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.

(h) Alterations to the existing premises to meet the Client’s requirement as specified in Annex A & B

1. Bid security, if applicable.: **Not Applicable**

9.2 The financial proposal shall mention the monthly rental fee per square feet (A) and the cost associated on the alterations to be made to meet the Client’s requirements as specified in Annex A & B.

**10. 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.

**11. Period of Validity of Bids**: Bids shall remain valid for **90 days** after the deadline for Bid Submission prescribed by the National Library 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**

**12. Format and Signing of Bid**:

12.1 The Bidder shall prepare one original and two copies of the Bid. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly 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.

12.2 The Bid shall be submitted in **two separate sealed envelopes-*one containing the original of the Technical proposal and the other the original 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.

**13. Sealing and Marking of Bids**

13.1. The Bidder shall seal the inner and outer envelope.

13.2. The outer envelope shall be:

(a) **addressed to:**

**The Director**

**National Library**

**2nd Floor, Fon Sing Building**

**12, Edith Cavell St,**

**Port Louis**

(b) **marked with –**

**Invitation To Bid**

**Procurement Reference No.: 01 of 2021 - 2022 (Renting of Office Space with amenities to accommodate National Library)**

**14. Deadline for Submission of Bids*: Tuesday 18th January 2022 at latest by 13.00 hours***

14.1 Bids must be delivered to:

**The Director**

**National Library**

**2nd Floor, Fon Sing Building,**

**12, Edith Cavell St,**

**Port Louis**

**or deposited in the Tender Box situated at the same address** on or before the date and time indicated in Bid Data Sheet.

14.2 The National Library 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.

14.3 Any Bid received by the procuring entity after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder. **Bids received by fax or email will not be considered.**

14.4 Any bid that cannot be deposited in the bid box due to its size should in the first instance be handed over to the officer in charge Registry who shall promptly thereafter hand over the bid envelope to the secretary of the DBC. Such bids should be kept in a secured place by the secretary of the DBC and handed over to the DBC at the bid opening.

**15. Modification, Substitution and Withdrawal of Bids**: The Bidder may modify, substitute or withdraw his 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**

**16. Opening of Bids**:

16.1 The National Library 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 II of this Bidding Documents. The Bidders’ Representatives who are present shall sign a register evidencing their attendance.

16.2 The National Library 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**.

16.3 The bidders’ names, bid modifications, substitutions or withdrawals, 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.

16.4 Bids (and modifications sent pursuant to clause 15 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.

16.5 The National Library will prepare minutes of the Bid Opening.

**17. Preliminary Examination**:

17.1 Prior to the detailed evaluation, the National Library 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.

17.2 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.

17.3 A Bid determined as not substantially responsive will be rejected by the National Library and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**18. Technical conformity**

18.1 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.

18.2. 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. Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the National Library (as per Section V).
2. Compliance with General Conditions specified in these Bidding Documents.
3. Compliance with administrative and security requirements of the procuring entity (as per Section V).
4. Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. designing and building the participation layout, flooring works, amenities and other services specifically required for the offices).
5. Compliance with legal requirements (premises not under encumbrance, etc). Availability of documents confirming compliance of the Bidder to the requirements of ITB.

**Note**: The National Library 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.

**19. Clarification of Bids:**

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

19.2 The 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.

**20. Opening of Financial Proposals**

20.1 The procuring entity will open the Financial Proposals 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.

20.2 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.

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

21.1 Prior to the detailed evaluation, the National Library 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.

21.2 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.

21.3 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.

21.4 A Financial Proposal determined as not substantially responsive will be rejected by the National Library and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21.5 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:

**Total Marking = (0.80× Tm) + (0.20×Fm**)

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 | (60) |  |
|  | 2. Topography and Drainage | (20) |  |
|  | 3. Parking space | (15) |  |
|  | 4. Other added amenities | (5) |  |
|  |  | (100) |  |
| II | **Neighborhood Data** |  |  |
|  | 1. Sanitation and health condition | (25) |  |
|  | 2. Adverse influence | (25) |  |
|  | 3. Police and fire station | (50) |  |
|  |  | (100) |  |
| III | **Real Estate** |  |  |
|  | 1. Structural condition | (40) |  |
|  | 2. Functionality |  |  |
|  | a. Module | (7) |  |
|  | b. Space arrangement | (7) |  |
|  | c. Circulation | (8) |  |
|  | d. Light and ventilation (with Air conditioner) | (8) |  |
|  | e. Space requirements | (7) |  |
|  | 3. Facilities |  |  |
|  | a. Water supply and toilet | (8) |  |
|  | b. Lighting system | (8) |  |
|  | c. Fire escapes | (7) |  |
|  |  | 100 |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Rating Factors | Weight (%) | Rating |
|  | **I Location and Site Condition** | × (.3) = |  |
|  | **II. Neighborhood Data** | × (.2) = |  |
|  | **III. Real estate** | × (.50) = |  |
| Factor Value | | |  |

**Note:** Weight of each rating factor may be changed as long as total weight per classification is equivalent to 100. Figures in parenthesis are samples.

**Marking for Financial Merit (Fm) :**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Rating Factors** | **Weight (%)** | **Rating** |
|  | 1. **Rental of Office Space (monthly)** | **100** |  |

The cost of amenities shall be added to the yearly rental to determine the monthly rental.

The lowest rental rate shall obtain the maximum mark **100** whilst the others shall be allocated marks inversely proportional of the lowest rental to the quoted rental.

1. The proposal having obtained the highest mark shall be retained for award of contract, **subject to the Government Valuation Office confirming the reasonableness of the quoted rate.** In case the quoted rate is substantially high the **National Library** may choose to negotiate with the highest ranked bidder or choose to consider the second ranked bidder and so on and so forth until a deal is reached or decide to re-invite bids.

**F. Award of Contract**

**22**. **Award Criteria**: TheNational Library 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 Government Valuation Office.**

**23. Negotiation**

Where the rates quoted by the first ranked bidder is higher than the acceptable rates as established by the Government Valuation Office, the National Library may negotiate with the bidder with a view to arriving at an acceptable rate, failing which the National Library shall consider the proposal of the second ranked bidder according to the same procedures defined in ITB 23 and 24.

**24. Rights of the National Library**

The National Library 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).

**25. Notification of Award**

Prior to the expiration of the period of Bid Validity, the National Library 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

**26. Publication of Award**

For all contract exceeding Rs 5M, the National Library 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.

**27 Corrupt or Fraudulent Practices**

27.1 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]](#footnote-1) In pursuance of this policy, the Government of the Republic of Mauritius:

1. 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
2. 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.

27.2 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):***publicprocurement.govmu.org***

27.3 The National Library commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the National Library obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authorities and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

**Section II**

**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** |
| **Bid Price** | The prices quoted shall be inclusive of VAT |
| **Documents Comprising the Bid** | The following must be included in the Bid submission:  **Technical Proposal**   1. Bid submission form for Technical proposal (Section V)including contact details of Bidder are properly filled and signed 2. Conceptual design drawings and technical proposals to substantiate understanding of requirements and manner in which these would be met. 3. Compliance technical schedules where required in the technical specifications are properly filled and signed 4. Set of valid ownership documentation (copy);Engineer’s certificate for building; layout; building insurance certificate, also    * 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); 5. Certificate from a Civil Engineer registered with the Council of Registered Professional Engineers of Mauritius validating that the building may sustain live loads of 5 KN/m2.   **Financial Proposal**   1. Bid Submission Form for Financial Proposal (Section V)includingcontact details of Bidder are properly filled and signed.   The lessor has to fill in the monthly rental fee as well as the amenities’ cost to meet the Client’s requirements as specified in Annex A & B.  All documents should bear signature of authorized person(s) and company seal.  N.B. Incomplete Bids may be deemed non-responsive and rejected. |
| **Deadline for Submission of Bids** | Bids comprising of the Technical and Financial proposals should be received by the procuring entity at latest **13.00 hours**, on **Tuesday 18th January 2022.**  The bid shall be submitted in **two separate sealed envelopes** – *one containing the original of the Technical Proposal and the other original of the Financial Proposal.* |
| **Bid Opening** | Envelopes containing the technical proposals shall be opened on:  ***Tuesday 18th January*** ***2022*.at 13.15 hours**  **National Library, Board Room**  **2nd Floor, Fon Sing Building**  **12thEdith Cavell St, Port Louis**  **Port Louis**  Envelope containing the Financial Proposal shall remain unopened and secured. |
| **Documents Establishing Bidder’s Eligibility & Qualifications** | **Required, as per clause 2 & 8 of the Instruction to Bidders (Section II)** |
| **Bid Validity Period** | **90 days** from the date from the submission of bids. |
| **Preliminary Examination of Financial Proposals – completeness of bid.** | Rates with breakdown costs is clearly filled and signed at the submission of the Financial proposals |
| **Evaluation of 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 National Library  - Compliance with General Conditions specified by these Bidding Documents  - Compliance with administrative and security requirements of the relevant authorities  - Demonstrated ability to honor 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.  **Financial proposal**  Rates quoted by the highest ranked bidder shall be subject to assessment of theGovernment ValuationOffice. |
| **Payment terms** | It is not the policy of the National Library to approve advance payments. |
| **All communication must be directed to:** | **The Director**  **National Library**  **2ndFloor,Fon Sing Building,**  **12th, Edith Cavell St,**  **Port Louis**  **natlib@intnet.mu**  **Tel. No.: +230 211 9891 Fax No.: +230 210 7173** |
| **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. |
| **Contract period** | The contract shall be for a duration of two (2) years at fixed rate, renewable thereafter for further periods of one (1) year on the terms and conditions agreeable to both parties. |

**Section III**

**General Conditions**

**D R A F T LEASE AGREEMENT**

BETWEEN

**(Name of company)**

Registered office situated at …………………………………………, duly represented by its **……………………………..**, 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, …………...

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 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 ……………….. 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 installment, in advance at the offices 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 10 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 air 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 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. (**NOT APPLICABLE)**

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/ storage area (as per requirement of Annex B) 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. ).

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, ........................., No. ……………………….………………………. ………………..

For **THE TENANT** at No ……………………………………………..……….. ………, …………………

Made in two originals and in good faith at ………………….

This ………………………………. day of ………………………. 20……………..

**LESSOR TENANT**

(s) ………………………… (s) …………………………………

**SECTION IV**

**SCHEDULE OF REQUIREMENTS**

|  |  |
| --- | --- |
| 1.Office space | Proposals for renting of office space shall meet the following requirements:   1. The office space should be available with all the specified amenities and ready for occupation, preferably **as from three (3) months after award of contract**; 2. The proposed space for renting may be located on the ground, first or second floor. The proposed space may also be located in a high rise building provided that they the building is equipped with an operational lift, serviced and maintained by a qualified lift Maintenance Company. The Offices required as detailed in Annex B may be located in different floors. The building must be situated within walking distance from public transport facilities within the location Quatre Bornes, Phoenix, Ebene and Moka. 3. The office space should be within the range of **13,000 to 14,000 square feet** to accommodate the indicative requirement of the National Library of Mauritius as listed at **Annex B**. The Building should be of reinforced concrete with burglar proofs and properly fenced with secure gate, should be accessible to vehicles, public transport and the public and should be provided with amenities such as Floor Finishes, Partitioning Works, Air-conditioning etc and a minimum of ten (10) cars parking slots.   **The lessor may offer for office space exceeding 14,000 square feet, however, payment for rental shall be made for only a maximum of 14,000 square feet.**   1. The building shall be guaranteed to be able to sustain a live load of 5 KN/m2 over Library Department (Main Storage). To that effect, the lessor should submit a certificate from a Civil Engineer registered with the Council of Registered Professional Engineers of Mauritius. 2. In addition, provision is required for kitchenettes, and adequate toilet facilities separate for ladies, gents and disabled over and above the space requirements; 3. Preference will be given to buildings with the best technical facilities including air conditioning system, electrical system, water and plumbing system, data cabling and telephony system, size, functionality and accessibility of lobby/reception areas and corridor; 4. The building should be accessible and provide amenities to disabled persons. The premises should be provided with water storage facilities; 5. The building should meet the minimum requirements with regard to electrical, air conditioning, fire alarm and detection system and water pumps as per **(as per Annex A and B);;** 6. The 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; 7. Parking facilities are highly valued. Bidders are invited to specify number of parking slots available. A minimum number of 10 parking slots is required ; 8. 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. 9. 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; 10. The National Library reserves the right to bring in amendments to the bidder’s proposal to meet its requirements. 11. Prospective bidder(s) will be invited to quote for the building in terms of the following: 12. Rental of office space/per sq feet/month + VAT   **Payment for rental shall be made for a maximum of 14,000 square feet for offers exceeding 14,000 square feet.**   1. Prospective bidders are informed that the National Library 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 National Library. |
| **3. Contract period** | The initial contract period shall be **two (2) years** renewable thereafter for further periods of one (1) year on the terms and conditions agreeable to both parties.  **In case of renewable of the lease contract, agreement shall be reached on the monthly rental rate exclusive of the cost for amenities (Denotation A in the bid submission form for financial proposal)** |
| **4. Lease Agreement** | A lease agreement will eventually be signed with effective date as from the date the building is available for use with all amenities. |

4.1 Technical Specifications

**Specification and Compliance Sheet**

**Procurement Reference Number: No. 1 of 2021 - 2022**

**[*Bidders should complete columns C and D with the Specification of the services offered.***

***Also state “Comply” or “Not Comply” and give details of any non-compliance/deviation***

***to the specification required. Attach technical literature if required. Authorise the***

***specification offered in the signature block below]***

| **Item No** | **Technical Specification Required** | **Compliance of Specification Offered** | **Details of Non-Compliance/ Deviation**  **(if applicable)** |
| --- | --- | --- | --- |
| ***A*** | ***B*** | ***C*** | ***D*** |
| **1.** | **SPECIFICATIONS FOR RENTING OF OFFICE SPACE WITH AMENITIES TO ACCOMMODATE NATIONAL LIBRARY** |  |  |
|  | Office and Storage space should be in the range of 13,000 to 14,000 square feet to accommodate the indicative requirement of the National Library as listed at **Annex B**. |  |  |
|  | Availability of Office space: as from three (03) months after award of contract. |  |  |
|  | The proposed space for renting may be located on the ground, first or second floor. The proposed space may also be located in a high rise building provided that they the building is equipped with an operational lift, serviced and maintained by a qualified lift Maintenance Company. The Offices required as detailed in Annex B may be located in different floors. The building must be situated within walking distance from public transport facilities Quatre Bornes, Phoenix, Ebene and Moka. |  |  |
|  | Building:   * Easy access to public * Easy access for vehicles * Agreeable to provide all amenities to the satisfaction of the National Library * Concrete building with security and emergency exits * Yard should be properly fenced with gate * Painted * Openings fitted with burglar proof |  |  |
|  | Utilities:   * Power points and electrical lightings * Data Cabling * Adequate water supply |  |  |
|  | 1. **Female Toilet for staff**   At least four cubicles for female staff shall be provided with   * European WC; * 2 Wash hand basin; * Toilet Paper holder in each toilet; * Liquid soap dispenser; * 2 Mirrors; and, * Sanitary Bins in each cubicle.  1. **Male Toilet for staff**   At least three cubicles for male staff shall be provided with   * European WC; * 2 Wash hand basin; * Two urinals; * Toilet Paper holder in each toilet; * Liquid soap dispenser; and, * 2 Mirrors.  1. **Toilet for Disabled (fully equipped disabled toilet with all required appurtenances)** 2. **Toilet for Public**   At least two cubicles for female visitors and two cubicles for male visitors, separate from the staff toilet shall be provided with   * European WC; * Sanitary Bins in each cubicle for female * 2 Wash hand basin; * Two urinals; * Toilet Paper holder in each toilet; * Liquid soap dispenser; and, * 2 Mirrors. |  |  |
|  | Parking Space: at least 10 cars |  |  |
|  | Number of Data Ports required:40 |  |  |
|  | Statutory Regulations:   * Occupational health and safety requirements * Building Regulations * Fire escape and fire safety requirements |  |  |
|  | Natural ventilation and day lighting to reach core areas. |  |  |
|  | Floor cover (anti-skid tiles) |  |  |
|  | Air Conditioner as per requirement of Annex A |  |  |

**Annex A**

**National Library Requirements**

**Minimum requirements**

1. **Finishes**
2. **Floor Finish**

Acceptable floor finish in office spaces other than the storage area (16 500 square feet) can be either in tiles, solid timber or laminated floor. The storage area can also have floor screed.

1. **Partitions to Suit National Library’s requirement**

Acceptable partitions are rendered block wall, lightweight partition in gypsum, timber (painted) or aluminium. Flush doors shall be in timber or aluminium.

1. **Internal Doors**

Internal doors shall be in timber flush doors, solid timber doors or in aluminium. Doors in timber shall be either varnished of painted.

1. **Painting**

Internal painting shall be in emulsion based paint.

1. **Specific Performance Requirements for Storage Area (9 400 Square feet)**

The storage area must be safe and secure to minimize the risk of damage. It should be equipped with, sensitive security alarm systems, fire detectors as well as fire extinguishers, hoses or sprinklers (dry powder). The storage area should be fireproof and moisture-proof in order to reduce the possibility of serious accidental damage. Air conditioning system should be on a 24-hour basis in the storage area.

1. **Electrical Services**

* The design and installation shall conform in all respect to the 18th Edition of the IET Wiring Regulations 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 Residual Current Devices to operate within 40ms.
* 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.

1. **Lighting System**

* Light level for working areas shall be at minimum 500 lux.
* Low glare luminaires shall be provided in all office areas.
* 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.

1. **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.

1. **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 minimize 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 35οC and relative humidity 80 % during summer period. The comfort condition to be achieved, during peak summer time, is 22οC +/- 1οC 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.Cold Water Supply**

* The draw-off points shall be fed from a booster set comprising of two pumps.
* The pump set shall operate on duty and stand-by mode. Each pump shall meet the water demand in terms of flow rate and head for the premises.
* The booster pump set shall primarily supply water from a 2000l ground tank to all outlets and to one 1000l roof tank except to male toilet. The roof tank shall normally supply water to male toilet(s) only. However, in case of CWA water interruption and pump failure, the roof tank shall supply water to the other draw-off points also through a non-return valve and a normally closed valve.
* All critical parts such as shaft, impeller, casing, etc… shall be in stainless steel.
* Electrical rating for the pump shall be in single phase 230V A.C, 50 Hz.
* Pump motor to be fully enclosed, fan cooled, rated IP 54 complete with overload/ thermal protection and automatic reset.
* The water pump shall be a standard catalogue item from a renowned manufacturer and shall be of European origin.
* Dry running control of the water pumps shall be by means of level float switch and be installed in the ground water tanks.
* Start and stop shall be controlled by automatic control panel via float switches.
* The water pump set shall be automatic type, prewired and ready for installation.
* The pump shall be self-priming and even after pump shut down.
* Appropriate anti-vibration mountings and couplings shall be installed in order to minimize vibration of the pumps assembly and pipe-work.
* Isolating valves shall be fitted at inlet and outlet, non-return valve at outlet together with glycerine damped pressure gauge (casing in stainless steel).
* The pump set shall be enclosed in a pump house with adequate clear space, louvered and pad-locked aluminium door. The pump house shall have an opening for cross ventilation and a DN 50 outlet drain in case of water overflow/pipe leakage.
* The installation shall comprise of a CWA by-pass complete with isolating and non-return valve at the pump outlet in case of pump failure.
* Provision of a drain valve shall be catered for cleaning purposes for both the ground and roof tanks.
* Surface mounted piping to draw-off points shall be in uPVC pressure type rated at a nominal pressure of at least 10 bars.
* Ball valves shall be provided at subsidiary branches in case of repairs/water leakages.

**8.0. Fire Fighting Equipment**

* One 4kg dry powder shall be installed for every 100m2 for every floor. One 2kg Carbon Dioxide fire extinguisher shall be installed in mess room and kitchenette.
* The portable fire extinguishers shall conform to BS 5306-Part 8(2006).
* The extinguishers shall be sited in such a way that its carrying handle lies 1 metre from the floor level.
* Photo-luminescent fire extinguisher identification signs shall be installed at each extinguisher, incorporating graphical symbols for classes of fire from BS EN 3.5: 1996 with minimum 10m viewing distance M size (200x80mm).

**Annex B**

**Required Offices and Indicative Accommodation Schedule of Offices**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sn** | **List of Offices** | **Sub Division of Space Requirement** | **Staff Schedule of Officers** | **Approximate Floor Area (Square feet)** |
| 1 | **Library Department (Main Storage)** |  |  |  |
| 1.1 | Processing Unit | 1 | 17 | 1,400 |
| 1.2 | Services (Search Room, including Mediatheque, Photocopy Unit, Microfilm Unit, etc.) | 1 | 2,000 |
| 1.3 | Newspaper Archives | 1 | 2,000 |
| 1.4 | Collection Mauritiana | 1 | 4,000 |
|  |  |  |  |  |
| 2 | **Finance Department and Stores** |  |  |  |
| 2.0 | Finance Section | 1 | 3 | 500 |
| 2.2 | Stores | 1 | 500 |
|  |  |  |  |  |
| 3 | **Digitization Unit** | 1 | 3 | 500 |
|  |  |  |  |  |
| 4 | **Boardroom** | 1 |  | 400 |
|  |  |  |  |  |
| 5 | **Administrative Block**  The administrative block shall comprise of approximately 10 offices as per detailed below: | 9 | 8 |  |
| 5.1 | Director’s Office | 270 |
| 5.2 | Reception Lobby | 200 |
| 5.3 | Confidential Registry | 240 |
| 5.4 | Confidential Secretary | 120 |
| 5.5 | Open Registry | 350 |
| 5.6 | Administrative Secretary’s office | 150 |
| 5.7 | Office Supervisor’s office | 120 |
| 5.8 | Router/PABX Corner | 100 |
| 5.9 | Mess Room | 150 |
|  |  |  |  |  |
| 6 | **Toilets**  **Female Toilet for staff**  At least four cubicles for female staff shall be provided with   * European WC; * 2 Wash hand basin; * Toilet Paper holder in each toilet; * Liquid soap dispenser; * 2 Mirrors; and, * Sanitary Bins in each cubicle.   **Male Toilet for staff**  At least three cubicles for male staff shall be provided with   * European WC; * 2 Wash hand basin; * Two urinals; * Toilet Paper holder in each toilet; * Liquid soap dispenser; and, * 2 Mirrors.   **Toilet for Disabled** (fully equipped disabled toilet with all required appurtenances  **Toilet for Public**  At least two cubicles for female visitors and two cubicles for male visitors, separate from the staff toilet shall be provided with   * European WC; * Sanitary Bins in each cubicle for female * 2 Wash hand basin; * Two urinals; * Toilet Paper holder in each toilet; * Liquid soap dispenser; and, * 2 Mirrors. |  |  | 400 |
|  | **Total floor area of above** |  |  | **13 400** |
|  | **Note:** | | | |
|  | A deviation of ±5% is acceptable. | | | |
|  | Provision should be made for: ramp for access for disabled, space for wash hand basin (one in each water closet and one in messroom) and space forgarbage room/ refuse bin. | | | |
|  | In case toilets are located outside the building, provision should be made for covered passage of width 1200 mm. | | | |

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Section V - FORMS OF BIDBID SUBMISSION FORM FOR TECHNICAL PROPOSAL (TO BE FILLED BY THE BIDDER AND SUBMITTED AS THE TECHNICAL PROPOSAL AT THE FIRST STAGE)   * + - 1. Name and address of Bidder:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   * + - 1. Telephone No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**4.** Mobile Phone   **5.** Fax No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**6.** E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. 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**Procurement No…………………………………………………** 2. 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. 3. The office space/building proposed above shall be available as from ........................... complete with the amenities as defined in the Schedule of Requirements to be agreed between the Interior Designer appointed by the bidder and the Project Manager appointed by the Public Body. 4. 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 Proposaland duly noting all amendments and additions thereto, and noting omissions therefrom that you may require. 5. 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. 6. I am/Weare 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. 7. I/We confirm that I am/we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in ITB 2 &8. 8. This bid shall remain valid for a period of **90 days** as from the deadline set for the submission of bids at the first stage. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. BID SUBMISSION FORM FOR FINANCIAL PROPOSAL (TO BE FILLED BY THE BIDDER AND SUBMITTED AS THE FINANCIAL PROPOSAL)  **1.** Name and address of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **2.** Telephone No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **3.** Mobile No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **4.** Fax No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **5.** E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. 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**…………………………………**  |  |  |  | | --- | --- | --- | | **Location of the office space/building**  **( give brief description)** | **Size of the office space** | | | **Site and locations:** |  | | |  | **Cost of Amenities exclusive of VAT** | **Rental Fee (Rs)**  **Exclusive of VAT** | | **Monthly Rental Fee per square feet (A)** |  | **Rs.………./Square feet** | | ***Cost for alterations (amenities) to be made to meet the Client’s requirements such as:*** |  | | **(i) Cost of floor finishes** | **Rs……….....** | | **(ii) Cost of partitioning works** | **Rs……….....** | | **(iii) Cost of internal Doors** | **Rs………….** | | **(iv) Cost of painting** |  | | **(v) Cost ofIntegrated Communication Network(INP)** | **Rs…………..** | | **(vi) Other cost (Lessor to list down items)** | **Rs…………..** | | **…………………………………………….**  **…………………………………………….**  **…………………………………………….**  **…………………………………………….**  **…………………………………………….** |  | | **Total of Amenities (B)**  **(i)+(ii)+(iii)+(iv)+(v)**  **(vi)** | **Rs…………..** | | **Size of Office Space in Square feet(C)** | |  | | **Total Two Year’s Rental Fee, excluding amenities ( D)**  **(A x C x 24)** | |  | | **Total Two Year’s rental fee and cost of amenities (Rs) (E)**  **(B+D)** | |  | | **Monthly rental inclusive of Amenities Cost (Rs) (E/24)** | |  | | **Add VAT 15 %** | |  | | **Total Monthly Rental Including Cost of Amenities and VAT** | |  |  1. This bid shall remain valid for a period of **90 days** as from the deadline set for the submission of bids at the first stage. 2. 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. 3. We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.   Signature of Bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position in Company (if applicable)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Bid Securing Declaration**  By subscribing to the undertaking in respect of paragraph (k) of the Bid Submission Form:  I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act*,* if I am/we are\* in breach of any obligation under the bid conditions, because I/we\*:   1. have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or 2. have refused to accept a correction of an error appearing on the face of the Bid; or 3. having been notified of the acceptance of our Bid by the ***National Library*** during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.   I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.  In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable. |

## Section VI–CHECK LIST

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Check list for submission of bids **(to be filled by bidder)**   |  |  |  | | --- | --- | --- | | **Item** | **List of document** | **checked** | | 1. | The following documents shall be included at the first stage:  **Technical Proposal**  Drawings and site plan for the proposed office space  Bid submission Form for technical proposal duly signed  Specifications and Compliance Sheet fill  Suggestion(s) on draft lease Agreement  Engineer’s (Civil) Certificate  Proof of ownership of building,  Copy of the land use permit for the Building  Any other document(s) required to complete the bid submission, as specified in this bidding document.  **Financial Proposal**  (i)Bid Submission Form containing the Financial Proposal |  | |
|  |

***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.

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. [↑](#footnote-ref-1)