

OPEN UNIVERSITY OF MAURITIUS
Réduit, Republic of Mauritius
Phone: (230) 403 8200 Fax: (230) 464 8854



BIDDING DOCUMENTS
issued on 3 July 2019

for

**Renting of Space in the Region of
Ebene, Réduit, Moka, Rose Hill or Curepipe
to accommodate classrooms for running of
courses and educational activities**

Procurement Ref No: OU/OAB/1/19-20

Public Body: Open University of Mauritius (OU)

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Open University of Mauritius

INVITATION FOR BID

Renting of Space in the Region of Ebene, Réduit, Moka, Rose Hill or Curepipe to accommodate classrooms for running of courses and educational activities

The Open University of Mauritius (OU), operating under the aegis of the Ministry of Education and Human Resources, Tertiary Education and Scientific Research intends to rent a space in the range of **3,500 m² to 4,000 m²** to accommodate classrooms for running of courses and educational activities for a period of **three (3) years** as from the date of taking over of the building and renewable on mutual agreement. The building should be complete with amenities such as partitions, power points, data points, air conditioning etc .

1. **Prospective owners of building are invited for a meeting to be held in Committee Room at Open University of Mauritius premises, Réduit on 15 July 2019 at 10h00.** The purpose of the meeting is to expose the general requirements of the Open University of Mauritius to prospective bidders and to assess the potential of the market which will in turn enable the public body to finalise the particulars of its requirements with a view to enhancing competition and obtaining value for money.
2. Bidding documents will be available by downloading free of charge from the public procurement portal: ***publicprocurement.govmu.org***. Amendments, if any, to the bidding documents prior to the deadline for submission of bids will be forwarded simultaneously to all prospective bidders who have received the documents directly from Open University of Mauritius.
3. Bids shall be submitted in a two stages and two envelope- procedure, that is,
 - (a) At the first stage, bidders will be required to submit a Technical Proposal and a Financial Proposal in two separate envelopes; only the technical offers will be opened and analysed to retain those proposals that meet the requirements of the OU or may be made to meet the requirements with minor changes. 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 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.
4. Bids containing the Technical Proposal and Financial Proposal in a sealed envelope for the first stage shall be deposited at the designated bid box at Open University of Mauritius at the address specified below:

Attention: The Chairperson
Address: Departmental Bid Committee
Open University of Mauritius
REDUIT

Floor-Room number: 3rd Floor, North Wing
City: Réduit 80835
Country: Republic of Mauritius

not later than **Monday 5 August 2019** up to **14.00 hours (local time)** at latest.

The cover of the envelope should contain the following information - **Bid Reference Number: OU/OAB/1/19-20**, 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 bids will be disqualified automatically.**

5. The envelope containing the Technical Proposals will be opened in the presence of Bidders' Representatives, who choose to attend the Bid Opening on **Monday 5 August 2019 at 14.00 hours local time at the Open University of Mauritius** in the Committee Room, 3rd Floor-North Wing Building, Réduit. The envelope containing the Financial Proposal shall be kept **unopened and secured** for onward processing.
6. The Open University of Mauritius reserves the right:
 - (a) to accept or reject any bid or
 - (b) to annul the bidding process and reject all bids at any time prior to award of contract without hereby incurring
 - (i) any liability towards any bidder or
 - (ii) any obligation to inform any bidder of the grounds for its action.

3 July 2019

Open University of Mauritius

Section I

Examples of Bid Rejection Reasons

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

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

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

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

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

Section II

INSTRUCTIONS TO BIDDERS

A. Introduction

1. General:

The Open University of Mauritius, intends to rent space in the range of 3,500 m² to 4,000 m² to accommodate classrooms for running of courses for a period of three (3) years as from the date of taking over of the building and renewable on mutual agreement. The building should be of reinforced concrete complete with amenities such as partitions, power points, data points, air conditioning..etc

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 Open University of Mauritius 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.

7. Clarification of Bidding Documents and Pre-bid Meeting:

5.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Secretary, Departmental Bid Committee at the Open University of Mauritius in writing or by calling on **Phone:403 8200 – Fax no: 464 8854** or **email: confidential @open.ac.mu** during office hours .

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.

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

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

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

6. Amendments of Bidding Documents: No later than 14 days prior to the deadline for submission of bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. All prospective Bidders that have received the Bidding documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable

time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the deadline for the Submission of Bids.

C. Preparation of Bids

7. Language of the Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Open University of Mauritius 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 Open University of Mauritius, as the latter shall reasonably request;
- (c) Bidder shall submit any information on debarment/suspension, if any;
- (d) A bidder may be an individual or a legal entity;
- (e) In case of legal entities, bidders shall submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;

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 classrooms and other educational activities;
- (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.
- (h) Bid security

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 **120days** after the deadline for Bid Submission prescribed by the Open University of Mauritius 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: **If required in the Bid Data sheet**, the Bid Security shall be in the format of a bank guarantee from a commercial bank for the amount indicated therein and **valid for 30 days beyond the validity period of the bid**. **Technical proposals not accompanied with the bid security at the first stage if so required, shall be considered as non-responsive and will be rejected.**

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:**

Attention: The Chairperson
Address: Departmental Bid Committee
 Open University of Mauritius
 REDUIT
Floor-Room number: 3rd Floor, North Wing
City: Réduit 80835
Country: Republic of Mauritius

(b) **marked with –**

INVITATION TO BID
“OU/OAB/1/19-20 - Renting of Office Space” and DO NOT OPEN TILL
Monday 5 August 2019

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to : **Attention: The Chairperson**

Address: Departmental Bid Committee
Open University of Mauritius
REDUIT
Floor-Room number: 3rd Floor, North Wing
City: RÉDUIT 80835
Country: Republic of Mauritius

Or deposited in the Bid Box situated at **3rd Floor, North Wing** at abovementioned address on or before the date and time indicated in Bid Data Sheet.

16.2 The Open University of Mauritius 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 Open University of Mauritius 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 Open University of Mauritius shall open the envelope containing technical proposal on the date, time and place **indicated in the BDS. The financial proposal shall be kept unopened in a secured place.**

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

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

18.4 The Open University of Mauritius will prepare minutes of the Bid Opening.

19. Preliminary Examination:

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

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

19.4 A Bid determined as not substantially responsive will be rejected by the Open University of Mauritius 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 Open University of Mauritius (as per Section V).
- 1.3 Compliance with General Conditions specified in these Bidding Documents.
- 1.4 Compliance with administrative and security requirements of the procuring entity (as per Section V).
- 1.5 Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. designing and building the participation layout, flooring works, amenities and other services specifically required for the offices).

- 1.6 Compliance with legal requirements (premises not under encumbrance, etc). Availability of documents confirming compliance of the Bidder to the requirements of the ITB.

Note: The Open University of Mauritius may conduct an inspection (site visit) of the premises and/or due diligence of the bidder (premises owner) prior to the award being made during the evaluation stage. 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 Open University of Mauritius 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 Open University of Mauritius, bidders will be requested in writing to adjust their technical proposals accordingly and Open University of Mauritius 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 Open University of Mauritius, 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 Financial Proposals

- 22.1 At the end of the evaluation of the Technical proposals, the Open University of Mauritius will invite bidders who have submitted substantially responsive Technical proposals to submit their 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(i) Evaluation Methodology

- (a) After receiving the quotations, premises offered will be visited by the Bid Evaluation Committee to identify those premises that meet the specified requirements.
- (b) Proposals that are completely out in satisfying the general requirements will be rejected.
- (c) Proposals satisfying the general requirements and specified details requirements, and those that meet the general requirements and may be made to satisfy the detailed requirements will be retained for further evaluations.

24(ii) Evaluation of the Technical and Financial Proposals on a marking system

- 24.1 Prior to the detailed evaluation, the Open University of Mauritius 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 Open University of Mauritius 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 (next page):

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	(40)	
	2. Topography and Drainage	(5)	
	3. Sidewalk and waiting shed	(5)	
	4. Parking space (Minimum 5 reserved parking)	(40)	
	5. Economic Potential	(10)	
		(100)	
II	Neighbourhood Data		
	1. Sanitation and health condition	(25)	
	2. Property Utilization	(25)	
	3. Cafeteria or related facilities	(25)	
	4. Banking/Postal/Telecom facilities	(25)	
		(100)	
III	Real Estate		
	1. Structural condition /Space Area	(30)	
	2. Functionality		
	a. Soundproof Partitioning	(5)	
	b. Circulation/corridors	(5)	
	c. Light and ventilation	(5)	
	d. Access to Public & Vehicles	(5)	
	3. Facilities		
	a. Water supply and toilets(minimum:6 male & 6 female)	(5)	
	b. Lighting system including power & data points	(5)	
	c. Elevators (in case of multi-storey building)	(5)	
	d. Fire escapes (security & emergency exits)	(5)	
	e. Firefighting equipment	(5)	
	f. Air Conditioning	(5)	
	4. Other requirements		
	a. Maintenance of building & yard	(5)	
	b. Permits	(5)	
	c. Insurance of building	(5)	
	d. Other added amenities (to specify)	(5)	
		100	
IV	Free Services and Facilities		
	1. Janitorial and security	(25)	
	2. Air conditioning	(25)	
	3. Repair and maintenance	(25)	
	4. Water and light consumption	(25)	
		100	

	Rating Factors	Weight (%)	Rating
	I. Location and Site Condition	$\times (.10) =$	
	II. Neighborhood Data	$\times (.10) =$	
	III. Real estate	$\times (.70) =$	
	IV. Free Services and Facilities	$\times (.10) =$	
	Factor Value		

Marking for financial merit (Fm):

	Rating Factors	Weight (%)	Rating
	Rental of office space	× (100) =	
	Factor Value		

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.

$$\text{Total Marking} = (0.7 \times Tm) + (0.3 \times Fm)$$

F. Award of Contract

25. Award Criteria: The Open University of Mauritius 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 Open University of Mauritius 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 Open University of Mauritius 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 Open University of Mauritius 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 Open University of Mauritius

30. Performance Security

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

31. Challenge and Review

A bidder who feels aggrieved with the award decision of the Open University of Mauritius may submit a challenge to the:

The Director-General
Open University of Mauritius
REDUIT
Phone no: (230) 403 8200 Fax no: (230) 464 8854
Email address: *confidential@open.ac.mu*

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 Open University of Mauritius 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 Open University of Mauritius 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. ¹ In pursuance of this policy, the Government of the Republic of Mauritius:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
- (b) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

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://ppo.govmu.org>

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

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

Section III

BID DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Pre-bid Meeting	A pre-bid meeting will be held on Monday 15 July 2019 at 10h30 at the Committee Room, 3 rd Floor, Open University of Mauritius , Réduit
Bid Price	The prices quoted shall be inclusive of VAT
Documents Comprising the Bid	<p>The following must be included in the Bid submission:</p> <p style="text-align: center;">1. BID SUBMISSION AT FIRST STAGE</p> <p>Technical Proposal</p> <ul style="list-style-type: none"> (i) Bid submission form for Technical proposal (Section VI) including contact details of Bidder are properly filled and signed (ii) Conceptual design drawings and technical proposals to substantiate understanding of requirements and manner in which these would be met. The drawings should explicitly suit the classrooms and other rooms specified at pages 31-32 – Annex B (iii) Compliance technical schedules where required in the technical specifications are properly filled and signed (iv) Bid Security (v) Set of valid ownership documentation (copy); Engineer's certificate for building; layout; building insurance certificate, also <ul style="list-style-type: none"> - in case of individuals copy of National Identity Card or Passport; TAN (Tax Account Number); bank statement on availability of bank account and BRN (Business Registration Number); - in case of legal entity: Firm/Company Profile covering copy of company registration, technical and financial capacity etc., TAN (Tax Account Number); and BRN (Business Registration Number); <p>Financial Proposal</p> <ul style="list-style-type: none"> (i) Bid Submission Form for Financial Proposal (Section VI) including contact details of Bidder are properly filled and signed. <p style="text-align: center;">2. BID SUBMISSION AT SECOND STAGE</p> <ul style="list-style-type: none"> (i) Rectification of the Technical Proposals as discussed and agreed during clarification, where applicable, and (ii) Supplementary to the Financial Proposal representing the additional cost for the rectifications in the Technical Proposal. <p>All documents should bear signature of authorized person(s) and company seal.</p>

	N.B. Incomplete Bids may be deemed non-responsive and rejected.
Deadline for Submission of Bids	Bids comprising of the Technical and Financial proposals at the first stage should be received by the procuring entity before 14.00 hours (local time) , on Monday 5 August 2019
Bid Opening	Envelopes containing the technical proposals shall be opened on Monday 5 August 2019 at 14.00 hours, in Committee Room at: Open University of Mauritius 3rd Floor, North Wing REDUIT Envelope containing the Financial Proposal shall remain unopened and secured.
Documents Establishing Bidder's Eligibility & Qualifications	<input type="checkbox"/> Required. Required, as per clause 9 of the Instruction to Bidders (Section II)
Bid Validity Period	<input type="checkbox"/> 120 days from the date from the mission of bids.
Bid Security	Required for an amount of Rs 40,000.00
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: <ul style="list-style-type: none"> - Compliance with pricing conditions set in the ITB - Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the Open University - Compliance with General Conditions specified by these Bidding Documents - Compliance with administrative and security requirements of the relevant authorities - Demonstrated ability to honour important responsibilities and liabilities allocated to Supplier in this ITB (e.g. design and build partition, supply of IT networks and other amenities) - Compliance with legal requirements (premises not under encumbrance, etc). / Availability of documents confirming compliance of the Bidder to the requirements of the ITB. <p>Financial proposal Rates quoted by the highest ranked bidder shall be subject to assessment of the Valuation Real Estates Consultancy Services.</p>
Payment terms	Payment will be made on a monthly basis subject to submission of an invoice with breakdown of all charges

All communication must be directed to:	For <u>Clarification of bid purposes</u> only, the address is: The Director-General Through Secretary, Departmental Bid Committee Address: Open University of Mauritius, Réduit 80835 Telephone: 403 8200 Facsimile number: 464 8854 Electronic mail address: confidential@open.ac.mu
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	(a) The address to file challenge in respect of this procurement is: The Director-General Open University of Mauritius REDUIT Phone no: (230) 403 8200 Fax no: (230) 464 8854 Email address: confidential@open.ac (b) The address to file application for review is: The Chairperson Independent Review Panel 9th Floor, Wing B Pope Hennessy Street Port Louis Tel: 2013921
Contract period	The contract shall be on a Long Term Arrangement basis with the successful bidder. The LTA will be valid for Three (3) years at fixed rates and may be extended based on the actual performance of the LTA holder and if needed as a result of another bidding process or evaluation of the market rates.

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 5000 and a security deposit of Rs 100000. The security deposit shall be forfeited where the Review Panel dismisses the application as frivolous.
- (h) The unsatisfied bidder shall, at the time of his application for review, submit to the public body a complete copy of the application not later than one day after the application for review is filed with the Review Panel.
- (i) Where an application for review is made to the Review Panel, the Review Panel shall promptly send a written acknowledgment to the applicant with copy to the public body.
- (j) Where an application for review is made in accordance with these procedures, the procurement proceedings shall be suspended until

the appeal is heard and determined by the Review Panel. This shall not apply where the public body certifies that urgent public interest considerations require the procurement proceedings to proceed. A certificate issued by a public body shall expressly state the grounds of the urgent public interest considerations and shall be made a part of the record of the public procurement proceedings. The certificate shall be binding on the Review Panel and the procurement proceedings shall proceed unless an application for leave to seek a judicial review is successful.

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

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

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

**Section IV
General Conditions**

D R A F T LEASE AGREEMENT

BETWEEN

XYZ COMPANY LIMITED

Registered office situated at, duly represented by its

General Manager, hereinafter referred to as **The Lessor**.

ON THE ONE PART

AND

OPEN UNIVERSITY OF MAURITIUS duly represented by its Director General 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 Three (3) 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 period of two (2) years at a time.
- 1.4 Notwithstanding paragraph 1.1, the Tenant may terminate the lease by giving, at least, three months advance notice to The Lessor.

2.0 Financial Terms

- 2.1 The rent shall be Rs (Mauritian Rupees) plus Value Added Tax (VAT) annually, payable in equal monthly instalment, at the 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 a minimum of five (5) 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.

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) The Open University of Mauritius reserves the rights to do any minor installations in the building, like wiring for WI-FI, fixing of screens on wall, projectors on ceiling, fixing of clocks on wall, etc..

- (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 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 reserves the right to sub-let all or part of the space for education and other related activities

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. A separate meter should be made available by Lessor for electricity and water in case only part of building is rented by Tennant.
- 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 for classroom, education and related activities.

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 in case the Lessee occupies part of the building & premises. In case, the Lessee occupies the whole of the building and premises, the Lessee will then be responsible for security of premises.

14.2 The maintenance of the common passages, lifts, stairways, entrances, yards and common parts and services will be undertaken by the Lessor in case the Lessee occupies part of the building & premises. In case, the Lessee occupies the whole of the building and premises, the Lessee will then be responsible for the maintenance cost.

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 and on behalf of THE TENANT (Open University of Mauritius)

Signed:

**Mr. R. Duva Pentiah - CSK
Chairperson**

..... Seal:

**Dr K.S. SUKON
Director-General**

For and on behalf of THE LESSOR (.....)

Signed:

Name:

in the capacity of Seal:

Made in two originals and in good faith at Réduit
This day of 20.....

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 available with all the specified amenities and ready for occupation, preferably **as from August/September 2019 or earlier**
- (b) area **between 3,500 – 4,000 m²** with provision for Computer Lab, Workshop for Technician, Store Room, Open Space (the area of 3,500 – 4,000 m² shall exclude reception area, corridors, lifts etc) to accommodate the indicative requirement of the Public Body as listed at Annex B.
- (c) in addition, provision is required for adequate toilet facilities separate for ladies and gents over and above the space requirements – between 3,500 – 4,000 m² for an approximate population of 3,000 students & 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 Gigabit** 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 A**;
- (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/classroom 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 B** 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 an Integrated Communication Network with some 60 data points, telephony equipment, relocation of IT equipment and requirements for server room as detailed at **Annex C**.
- (r) In submitting the offer, prospective bidder should also propose separate quotes earmarked for each of the following :
 - (i) floor finishes(to be specified);
 - (ii) Soundproof partitionings;
 - (iii) fresh paints and doors, false ceilings;
 - (iv) all M&E services; and
 - (v) data cabling and telephony facilities (Integrated Communication Network)

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 + VAT

Cost of amenities (as specified at paragraph (s) above) /per sq m/month + VAT

- (t) Prospective bidders are informed that the Open University of Mauritius 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 Open University of Mauritius**
- 3. Contract period** The initial contract period shall be three (3) 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 17th Edition of the I.E.E Wiring Regulation (U.K) and to British Standard 7671 requirements for electrical installation or MS63.
- Electrical supply to the building shall be taken from an independent secure sub-station to be located preferably within the site facility.
- Electrical light and power loads shall be segregated from mechanical loads throughout the installation.
- Final volt drop in sub-circuits shall not exceed 2.5% when operating at their ultimate load capacity.
- All final circuits to be protected by residual current devices not exceeding 30mA sensitivity.
- All circuits and distribution panels are to be properly labelled.
- A certificate of conformity to current electrical standards and regulations, signed by an independent Registered Electrical Engineer is to be provided before signing of agreement.
- All As-made drawing for electrical installation and instruction manuals for all equipment shall be available on site.

2. Lighting System

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

- The lift shall be based on a comprehensive traffic flow calculation for the building. The lift control system shall incorporate advanced microprocessor and intelligent capabilities. The control system shall allow real time management of elevator and shall use sophisticated traffic analysis program with the following feature:
 - (i) Up peak feature.
 - (ii) Down peak feature.
 - (iii) Distribution of free car to highest priority zone and the floor most likely to receive the next call.
 - (iv) Split group feature program to operate as 2 individual sub groups, each one serving its own segment of building occupants.
 - (v) 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.

At least one lift should operate on standby generator.

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 to cater for a continuous power supply during lectures.
- 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.

All circuits including lighting for the following offices shall be connected to the essential feed from the generator.

- (i) Classrooms
- (ii) Computer Labs
- (iii) Offices
- (iv) Workshop

6. Air Conditioning and Ventilation

- 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.

8. Water Tank

Water tanks for a population of 3,000 learners especially on Saturdays

Indicative Accommodation Schedule of Offices

The total area needs to be fully partitioned into classrooms, computer labs, offices, etc as mentioned in table below by the owner of the building using **sound proof materials**

S/N	List of amenities	Qty	Requested			<i>(To be filled by bidder)</i>	
			Classroom		Area/ Total Space (m ²)	Actual size of classroom proposed by bidder excluding partitioning	Quantity of rooms
			Recom- mended Size(m)	Unit Area (m ²)			
1	Classes to accommodate 25 students	10	4 x 7.5	30	300		
2	Classes to accommodate 40 students	30	5 x 10	50	1500		
3	Classes to accommodate 60 students	5	6 x 12.5	75	375		
4	Classes to accommodate 80 students	5	8 x 12.50	100	500		
5	Classes to accommodate 100 students	3	9 x 13.9	125	375		
6	Computer Lab	2	8 x 12.5	100	200		
7	Workshop for technician	1	10 x 10	100	100		
8	Store room	1	4 x 5	20	20		
9	Office	2	3 x 3.5	10.5	21		
10	Open space	1		74	74		
11	Toilets	12		12	36		
	Total Space				3,501		
12	Parking		For at least 5 vehicles				

The requirements for each classroom are as follows:

- (1) Two 13A twin sockets British standard in each class, one in front and one at the back of the classrooms.
- (2) All classrooms must be well ventilated. Air conditioning to be provided.
- (3) A proper lighting system must be present in all classrooms.
- (4) The floor must be covered with tiles or any accepted material. The wall must be painted properly.
- (5) All classrooms must be provided with blinds or curtains in order not to disturb projected images.
- (6) OU will fix projectors on the ceiling of all classrooms.

The building must be equipped with:

- Standby generator to cater for a continuous power supply during lectures.
- Water supply for a population of 3,000 learners especially on Saturdays. It is preferable to have separate tanks for OU.
- The maintenance of the building will fall under the owner's responsibility.
- Parking facilities for minimum of 5 cars
- The security of the building will be for the Lessor in case the Lessee occupies part of the building & premises. In case, the Lessee occupies the whole of the building and premises, the Lessee will then be responsible for the security.
- The Open University of Mauritius reserves the rights to do any minor installations in the building, like wiring for WI-FI, fixing of screens on wall, projectors on ceiling, fixing of clocks on wall, etc.

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.

**Project Manager: Mr M. Lallbahadoor – Senior Technical Executive –
phone no: 403 8200/Fax: 464 8854**

TECHNICAL SPECIFICATIONS FOR INTEGRATED NETWORK

Specification and Compliance Sheet Authorised By:

Signature _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Reference sites & Profiles of Technical Support Staff

The “**Tables for Reference sites & Profiles of Technical Support Staff**” should be completed. Non-submission or incomplete table may entail elimination.

Customer Reference sites for multi-site IP-PBX

Customer site Address, Fax	Company Name, Company Name,	Customer Contact person, telephone	Project Description	No of sites connected	Hardware or software IP Phones– Quantity	Date of implementation	
						Month	Year

Technical Support Staff profiles

Person		Qualifications			Experience			Date of appointment	
Name	Designation	Date	Institution	Qualifications	Company	Duration	Nature of work	Month	Year

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)

1. Name and address of Bidder: _____

2. Telephone No _____
3. Mobile Phone _____
4. Fax No _____
5. E-mail address _____
8. 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 OU/OAB/1/19-20 – Renting of Space.
9. 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.
10. The Space/building proposed above shall be available as from complete with the amenities as defined in bidding document to be agreed between the Interior Designer appointed by the bidder and the Project Manager appointed by the Public Body.
11. 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 finalised after discussion in case our proposal is selected for your need.
- 12 I/We confirm that I am/we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in ITB 9.
- 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 30) 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.
- 16 We further certify that other details laid out at pages 39-40 duly signed, form part of this section (Section VI – Form of Bid)

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 : **OU/OAB/1/2019-2020- Renting of space**

Location of the office space/building (give brief description)	Size of the office space	Monthly Rental (Rs) Inclusive of VAT
Site and locations:		
Rental of space/sq.m	
Cost of floor finishes	
Cost of partitioning works	
Cost of M&E services	
Cost of Integrated Communication Network(INP)	
Parking Facilities	
Total monthly rental excluding VAT	
VAT	
Total		
Syndic Fees		

7. This bid shall remain valid for a period of 120 days as from the deadline set for the submission of bids at the first stage.
8. I/We undertake to submit a Performance Security as per ITB 30 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: _____

Bidder's Proposal Form–Office space/Building

Procurement reference No: OU/OAB/1/19-20

Date:

To: Open University of Mauritius

	Particulars	Required	Proposed (Complete/Tick as appropriate)		Bidder's Remarks (Options/Alternatives)
			YES	NO	
1.	Area of Space <i>including</i> toilet facilities and main circulation area i.e. staircase, lobby.	3,500 to 4,000 m² m ² <i>(State exact area proposed)</i>		
2.	Availability of Office space	Within August/September 2019 or earlier	YES	NO	
3.	Building	Within a distance of 200 meters from the nearest bus stop	YES	NO	
		easy access to public including access for disabled persons	YES	NO	
		easy access for vehicles	YES	NO	
		Concrete building with security and emergency exits	YES	NO	
		Sound proof partitioning	YES	NO	
		Freshly Painted	YES	NO	
		Insurance of building	YES	NO	
4.	Utilities	Openings fitted with burglarproof	YES	NO	
		Electricity Supply, Power points , Data points and Lightings	YES	NO	
		Water	YES	NO	
		Fully Air Conditioned Rooms Air Conditioners to be serviced every 6 months	YES	NO	
		Water Tank of sufficient capacity to cater for 3,000 Learners To be cleaned every six months	YES	NO	
5.	Facilities	Fire Extinguishers Safety Signs	YES	NO	
		Toilets: (6 for male & 6 for female) <i>(Toilets should be user friendly)</i>	YES	NO	
		Mess room with Kitchenette	YES	NO	
6.	Fire Certificate	Parking facilities (at least 5 Vehicles)	YES	NO	
		To state whether building has a fire certificate.	YES	NO	
7	VAT registered	To state whether VAT Registered	YES	NO	

I/We the undersigned, duly authorized to enter into a lease agreement, declare having read all the terms and conditions of this Request for Quotation, subscribe to them without reservation, and undertake to make available my premises to the **Open University of Mauritius** for occupation, within one month (August/September or earlier) after Award, complete with all amenities to the satisfaction of **Open University of Mauritius** at the monthly rate of Rs. **exclusive of VAT.**

Name of Bidder:

Residential Address:

.....

Address of Proposed Building:

.....

Phone no. (Home).....Mobile:Office.....

Email address:

Date:

Signature:

Section VII - SCHEDULES

1. Form of Bid Security (Bank Guarantee)

*[If required, the **Bank** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

[Bank's Name and address of issuing Branch or Office]

Beneficiary : _____ *[Name and Address of Public Body]*

Date : _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) Having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before

2. PERFORMANCE SECURITY (BANK GUARANTEE)

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

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

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

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

Beneficiary: Open University of Mauritius

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

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

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

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

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

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

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

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

Section VIII - CHECK LIST

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

Item	List of document	Checked
1.	<p>The following documents shall be included at the first stage:</p> <p>Technical Proposal</p> <ul style="list-style-type: none"> (i) Drawings and site plan for the proposed office space (ii) Bid submission Form (pages 35,36,39 & 40) for technical proposal duly signed (iii) Suggestion(s) on draft lease Agreement (iv) Proof of ownership of building, (v) Engineer's Certificate (vi) Copy of the land use permit for the Building and all applicable clearances from local authorities to operate building. (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 (viii) Any other document(s) required to complete the bid submission (including Annexes B & C), as specified in this bidding document. <p>Financial Proposal</p> <ul style="list-style-type: none"> (i) Bid Submission Form(pages 37 & 38) containing the Financial Proposal 	
3.	<p>The following documents shall be included at the second stage;</p> <ul style="list-style-type: none"> (i) Supplementary to the Financial Proposal (ii) Modifications made to the Technical proposals as agreed, where applicable 	

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