

Bidding Document

for

Rental of Parking Space

Procurement Reference No: PROC/PS2021-22/01

Client: Financial Services Commission, Mauritius

Date: 09 September 2021

SECTION I: INSTRUCTION TO BIDDERS

Request for quotation for rental of parking space

Procurement reference: **PROC/PS2021-22/01**

A. General clause

1. The Financial Services Commission, Mauritius ('FSC') intends to rent parking space in Ebene within walking distance from the FSC premises, which is located at FSC House, 54 Cybercity, Ebene.
2. The bidding document will be available as from 09 September 2021 at the Financial Services Commission, Mauritius, FSC House, 54 Cybercity, Ebene or by downloading free of charge from the website of FSC (<https://www.fscmauritius.org/en>)

3. Eligibility criteria

To be eligible to participate in this bidding exercise, the bidder should:

- a) have the legal capacity to enter into a contract.
- b) have all the relevant permits/authorisation to operate the parking space.
- c) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up.
- d) not have a conflict of interest in relation to this procurement requirement.
- e) be a company registered in Mauritius (have a BRN).

The bidder shall provide documentary evidence to substantiate compliance with the above criteria.

A bidder who is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter, shall be disqualified.

4. **Cost of bid** - The bidder shall bear all costs associated with the preparation and submission of the Bid, and the FSC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Invitation for bids.

B. Bidding document

- 5. Examination of Bidding Document** - The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the bidding document. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of the Bid.

- 6. Clarification of Bidding Document** – A prospective bidder requiring any clarification of the Bidding Document may notify the FSC in writing by sending an e-mail on procurement@fscmauritius.org addressed to Manager-Administration & Enterprise Risk.

The FSC will promptly respond to any request for clarification received.

- 7. Amendments of Bidding Document** - No later than two (2) days prior to the deadline for submission of bids, the FSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the Bidding Document by issuing an addenda.

Any addendum thus issued shall be part of the bidding document and shall be communicated in writing to those who have obtained the bidding document directly from the FSC. Prospective bidders shall acknowledge receipt of each addendum in writing to the FSC.

The FSC shall extend, as necessary, the deadline for submission of bids, to give prospective bidders reasonable time to take an addendum into account in preparing their bids.

C. Preparation of bids

- 8. 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 FSC shall be written in English.

- 9. Documents Comprising the Bid:**

The bid to be submitted by the bidder shall comprise of the following:

- i. **Documentary evidence** to establish conformity with the Eligibility Criteria as Section I: Instruction to bidders, paragraph 3.

- ii. **Documentary evidence** to establish Bidder's Eligibility and Qualifications as Section I: Instruction to bidders, paragraph 10.
- iii. **Documentary evidence** to establish Conformity to Bidding Document as Section I: Instruction to bidders, paragraph 11.
- iv. Bid Submission Form as per Section II.
- v. Specification and technical compliance sheet as per Section IV.
- vi. Price activity schedule as per Section V.

10. 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:

- i. 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.
- ii. Bidders shall provide such evidence of their continued eligibility satisfactory to the FSC.
- iii. Bidder shall provide its audited financial statement for the last three years.

11. Documents Establishing Conformity to Bidding Document

The bidder shall also furnish as part of its bid, documents establishing the conformity to the bidding document of all related services which the bidder proposes to supply under the contract.

The documentary evidence of conformity to the bidding document may be in the form of literature, drawings, and data, and shall consist of:

- i. detailed description of the essential characteristics of the offered premises.
- ii. full details of the parking space, including but not limited to: location, administrative and security arrangements in place, availability, etc.
- iii. Documents authorizing the use of the offered premises as a parking space.

12. Bid Price: All prices shall be quoted in Mauritian Rupees. The bid shall be for rental of parking space as described in Section III: Scope of services. The price quoted by bidders shall be inclusive of all cost.

13. Bid validity period

Bids shall remain valid for 30 days after the closing date for submission of bid as prescribed by the FSC.

A bid valid for a shorter period shall be disqualified.

In exceptional circumstances, the FSC 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. A bidder who agrees to extend the bid validity period will not be allowed to amend his bid and if he so refuses, his participation in the bid procedure will be disregarded.

D. Submission of Bids

14. Format and signing of bid:

- i. The bidder shall prepare one original 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 initialled.

15. Sealing and Marking of Bids

The original bid should be sealed in one envelope.

The envelope shall:

- a) bear the name and address of the Bidder.
- b) be address to:
Manager-Administration & Enterprise Risk
Financial Services Commission, Mauritius
FSC House
54 Cybercity
Ebene
- c) bear the name and procurement reference number.

16. Deadline for Submission of Bids/Late Bids

- i. Bids must be deposited in the Tender Box A situated at FSC House, 54 Cybercity, Ebène on or before 17 September 2021 at 13:30hrs.**
- ii. The FSC may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Document, 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.
- iii. Any bid received by the FSC 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

- i. **The bids will be opened by the FSC at FSC House, 54 Cybercity, Ebène on 17 September 2021 at 13:35hrs.**
- ii. Bidders' representatives may attend the Bid Opening, if they choose to do so. The bidders' representatives who are present shall sign a register evidencing their attendance.
- iii. The bidders' names, bid modifications, substitutions or withdrawals, and the presence or absence of 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.
- iv. 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.

19. Examination of bids and determination of responsiveness

- i. Prior to the detailed evaluation of bids, the FSC will determine whether each bid:
 - a) has been properly signed;
 - b) is accompanied by the required documents; and
 - c) is substantially responsive to the requirement of the bidding documents.
- ii. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations.
- iii. The FSC 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.
- iv. 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.

- v. A Financial Proposal determined as not substantially responsive will be rejected by the FSC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- vi. With a view to selecting the most advantageous proposals the bids responding substantially to the requirements of the FSC shall be further evaluated as per a marking system as follows:
 - a. Total weightage for technical proposal shall be 70% and financial proposal shall be 30%. The technical proposal shall be evaluated on the basis of their responsiveness to the evaluation criteria as per Table 1.

S/N	Evaluation Criteria	Points
i.	Proximity	40
ii.	Safety for staff	20
iii.	Security for parking space	20
iv	Condition of parking	20

Table 1 - Evaluation Criteria

- b. The marks scored for the technical and financial assessment shall be lumped and the bid scoring the highest marks shall be considered as the substantially most responsive evaluated bid based on the technical and financial proposal.

20. Clarification of Bids:

To assist in the examination, evaluation and comparison of bids the FSC may at its discretion ask the Bidder for clarification of the bidder's price, proposal and other information that the FSC may require.

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 except as required to confirm the correction of arithmetic errors discovered by the FSC in the evaluation of bids.

Any effort by the bidder to influence the FSC in the FSC's bid evaluation or contract award decision may result in the rejection of the bidder's bid.

F. Award of Contract

21. Award Criteria: The FSC will award to the bidder whose bid has been determined to be substantially responsive to the bidding document and scoring the highest marks.

22. Notification of Award

Prior to the expiration of the period of Bid Validity the FSC 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.

23. Signing of the Contract

The FSC shall promptly issue its letter of acceptance to the successful bidder.

24. Corrupt or Fraudulent Practices

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

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

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): <https://ppo.govmu.org/>

SECTION II - BID SUBMISSION FORM

This form is of mandatory submission at time of submitting the bid.

Date:

Bidder's reference no.:

Procurement reference no.: PROC/PS2021-22/01

To:

We, the undersigned declare that:

- a) We have examined and have no reservations to the Bidding Document, including Addendum issued in accordance with the instruction to Bidders.
- b) We offer to provide the services detailed in the Scope of Service, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.
- c) We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.
- d) Our bid shall be valid for a period of thirty days from the date fixed for bid submission deadline in accordance with the bidding document and it shall remain binding upon us and may be accepted at any time before expiration of that period.
- e) We understand that this bid, together with the letter of acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- f) We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the bid validity.
- g) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption during our participation in the bidding process and we commit ourselves to observe the same principles if awarded the contract and during its execution. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.
- h) If our bid is accepted, we will provide parking facilities ready for occupation as from 01 October 2021. The services will be completed within one year from date of issue of letter of acceptance.
- i) We understand that you are not bound to accept the lowest evaluated bid or any other bid you may receive.

Bid Authorised By:

Name of Bidder	Company's Address and seal
Name of Person Authorising the Quotation:	
Position:	Signature:
Phone No./E-mail	Date

SECTION III: SCOPE OF SERVICES

The service consists of rental of parking space for staff of the FSC. The parking space should be within walking distance of the FSC which is located at FSC House, 54 Cybercity, Ebene.

The total number of parking slots required is 125-150. However, bidder can quote their available parking slots. FSC reserves the right to split award of contract based on number of parking slots available.

The scope of services are as follows:

1. The duration of the rental period is for twelve months starting from 01 October 2021 to 30 September 2022.
2. The parking facilities should be available and ready for occupation.
3. If additional parking slots are required during the contractual year, same unit price shall be maintained.
4. Parking space must be made available on a 24/7 basis.
5. Parking space should be within walking distance from the FSC which is located at FSC House, 54 Cybercity, Ebene.
6. The road leading to the parking space should be well lighted and safe.
7. The parking space should be secured and in good condition.
8. The parking space should have proper lighting and road markings.

Site-visit

The FSC reserves the rights to visit and conduct an inspection of the parking site prior award of contract and reject any offer based on the findings made during such inspection.

Payment

Payment shall be made on a monthly basis or as mutually agreed.

SECTION IV: SPECIFICATION AND TECHNICAL COMPLIANCE SHEET

Procurement Reference Number: PROC/PS2021-22/01

This form is of mandatory submission at time of submitting the bid.

[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. Authorise the specification offered in the signature block below.]

Any specification not met by the bidder, would be treated as a major deviation and the bidder will be eliminated, unless alternative means of compliance has been provided which is satisfactory to the FSC.

Sr No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.1	The duration of the rental period is for twelve months starting from 01 October 2021 to 30 September 2022.		
1.2	The parking facilities should be available and ready for occupation.		
1.3	Same unit price shall be maintained for additional parking space that may be required during the contractual period		
1.4	Parking space must be made available on a 24/7 basis		
1.5	Parking space should be within walking distance of the FSC which is located at FSC House, 54 Cybercity, Ebene.		
1.6	The road leading to the parking space should be well lighted and safe.		
1.7	The parking space should be secured and in good condition.		
1.8	The parking space should have proper lighting and road markings.		

Specifications and Performance Standards Compliance Sheet Authorised By:

Name:	Signature:
Position:	Date:
Authorised for and on behalf of:	Company

SECTION V: PRICE SCHEDULE

Procurement Reference Number: PROC/PS2021-22/01

Note to bidder:

1. **Bidder shall indicate the quantity of slots available in Column C.**
2. **This form is of mandatory submission at time of submitting the bid.**

Item No	Brief Description of Services	Quantity	Unit of Measure	Price per unit MUR (Excl VAT)	Total price MUR (Excl VAT)	VAT MUR
A	B	C	D	E	F	G
1	Rental of parking space	<i>Bidder is required to mention number of slots available.</i> 	Slot			

Name:	Signature:
Position:	Date:
Authorised for and on behalf of:	Company:

SECTION VI: GENERAL CONDITIONS OF CONTRACT

1. Contract agreement

Any resulting contract shall come into effect on the date the Contract is signed by both parties.

2. Modification

Modification in terms and conditions of this contract, including any modification of the schedule of requirements may only be made by written agreement between both parties.

3. Integrity Clause

The bidder shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate action will be taken against such Bidders.

4. Confidentiality

The bidders and the personnel shall not, either during the terms or within two (2) years after the expiration of this contract disclose any proprietary or confidential information relating to this contract.

5. Applicable law

The contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Mauritius.

6. Settlement of disputes

The FSC and the awarded bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

If after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the FSC or the awarded bidder may give notice to the other party of its intention to commence arbitration, as thereafter provided, as to the matter in dispute, and no arbitration in respect of this matter any be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration.

7. The FSC reserves the rights to:

- i. split the contract based on available parking slot;
- ii. accept or reject any bid; and
- iii. cancel the bidding process and reject all bids at any time prior to contract award without incurring any liability towards the bidder.

8. Termination

Either party may terminate the agreement by providing sixty (60) days written notice to the other party.