

**TRUST FUND FOR SPECIALISED MEDICAL CARE
CARDIAC CENTRE**

PAMPLEMOUSSES

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B I D D I N G D O C U M E N T S

For

**Renting of Office Facilities
For Procurement, Warehousing, Records Management and
Administration
Of
Trust Fund For Specialised Medical Care
Cardiac Centre Pamplemousses**

**Procurement Reference No:
TFSMC/CC/ONB/2026-2027/Q 1**

**Issued on: 2 July 2026
(Open National Bidding)**

*Trust Fund for Specialised Medical Care
Cardiac Centre
Pamplemousses*

Table of Contents

1. Section I - Instruction to Bidders	4
2. Section II - Bid Data Sheet	14
3. Section III - General Conditions.....	17
4. Section IV - Schedule of Requirements.....	22
4.1 Technical Specifications.....	...24
4.1 Annex A: Electrical and Air Conditioning.....	26
4.2 Annex B : Indicative Accommodation Schedule of Offices.....	30
5. Section V - Forms of Bid	32
6. Section VI - Check List.....	38

Section I

INSTRUCTIONS TO BIDDERS

A. Introduction

1. General:

The Trust Fund for Specialised Medical Care invites you to submit your best quote for the renting of office space of **10, 000 square feet or more, with amenities to accommodate the Procurement, Warehousing, Records Management and Administration Department of the Trust Fund For Specialised Medical Care, Cardiac Centre** for a duration of one (1) year, renewable thereafter for further periods of three (3) years at a time on the terms and conditions agreeable to both parties.

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 Trust Fund for Specialised Medical Care will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Invitation for bids.

B. Solicitation Documents

4. Examination of Bidding Documents:

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

5. Clarification of Bidding Documents:

5.1 A Bidder requiring any clarification of the Bidding Documents may notify the:

Executive Director
Trust Fund for Specialised Medical Care
Cardiac Centre
Pamplemousses
Tel. No.: 243 8220 Fax No.: 243 8384
Email: cardiac@intnet.mu

5.2 The response will be made in writing to any request for clarification of the Bidding Documents that is received not later than 14 days prior to the deadline for the submission of bids.

5.3 Any amendment to the Bidding Documents that may become necessary shall be made by the public body exclusively through the issue of an Addendum pursuant to ITB 6.

6. Amendments of Bidding Documents:

Not later than **7 days** prior to the deadline for submission of bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. All prospective Bidders who have received the Bidding documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the deadline for the Submission of Bids.

C. Preparation of Bids

7. Language of the Bid:

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and the Trust Fund for Specialised Medical Care shall be written in English.

8. Documents Comprising the Bid:

❖ The Bid submitted 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 his 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 Sections III, IV and V and clause 11 of Instructions to Bidders;.

9. Documents Establishing Bidder's Eligibility and Qualifications:

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

- (a) Bidders should produce evidence of ownership of the building space and/or being duly authorized to enter into a lease Agreement with a third party for the proposed building space;
- (b) Bidders shall provide such evidence of their continued eligibility satisfactory to the Trust Fund for Specialised Medical Care 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 his 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 may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and functional characteristics of the offered premises;
- (b) Full details of the office space, including but not limited to: location, administrative and security arrangements in place, scheduled maintenance, availability, etc;
- (c) Documents authorizing the use of the offered premises as an office space;
- (d) Documents certifying that the offered premises are in compliance with fire safety regulations and accessible;
- (e) A detailed description of the qualities of the offered office premises completed in accordance with Section IV.
- (f) Bid security.

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 **90 days** after the deadline for Bid Submission prescribed by the Trust Fund for Specialised Medical Care pursuant to clause 15 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 19 of Instructions to Bidders. In exceptional circumstances, the procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. Submission of Bids

13. Format and Signing of Bid:

13.1 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 initialed.

14. Sealing and Marking of Bids

14.1. The Bidder shall seal the outer envelope.

14.2. The outer envelope shall be:

(a) **addressed to:**

**The Executive Director
Trust Fund for Specialised Medical Care
Cardiac Centre
Pamplemousses**

(b) marked with –

Renting of Office Facilities for the Procurement, Warehousing, Records Management and Administration Department of the Trust Fund for Specialised Medical Care, Cardiac Centre

Procurement Reference No.: TFSMC/CC/ONB/2026-2027/Q1

15. Deadline for Submission of Bids/Closing date: Tuesday 21 July 2026 at 11.00 hours

15.1 Bids must be deposited in the Bid Box situated at:

**The Administrative Block
Trust Fund for Specialised Medical Care
Cardiac Centre
Pamplemousses**

on or before the date and time indicated in Bid Data Sheet.

15.2 The Trust Fund for Specialised Medical Care 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.

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

16. Modification, Substitution and Withdrawal of Bids:

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

E. Opening and Evaluation of Bids

17. Opening of Bids:

17.1 The Trust Fund for Specialised Medical Care 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.

17.2 The bidders' names, bid modifications, substitutions or withdrawals, and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 19 of Instructions to Bidders.

17.3 Bids (and modifications sent pursuant to clause 16 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.

17.4 The Trust Fund for Specialised Medical Care will prepare minutes of the Bid Opening.

18. Preliminary Examination:

18.1 Prior to the detailed evaluation, the Trust Fund for Specialised Medical Care 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.

18.2 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.

18.3 A Bid determined as not substantially responsive will be rejected by the Trust Fund for Specialised Medical Care and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19. Technical conformity:

19.1 Bids will then be assessed in respect of its technical conformity with specified requirements. Bids that are technically responsive or can be changed to be responsive shall be retained for discussions as per ITB 20

19.2. Determination of technical responsiveness shall be based on compliance with the content of the Bid itself and as indicated in the following evaluation criteria:

- A Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the Trust Fund for Specialised Medical Care (as per Section IV).
- B Compliance with General Conditions specified in these Bidding Documents.
- C Compliance with administrative and security requirements of the procuring entity (as per Section IV).
- D 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).
- E 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 Trust Fund for Specialised Medical Care may conduct an inspection (site visit) of the premises and/or due diligence of the bidder (premises owner) prior to the award being made. Procuring entity reserves the right to reject any offer/bid based on the findings made during such inspection, in case non-compliance of the offer with any of the requirements set forth in this ITB has been factually revealed.

20. Clarification of Bids:

20.1 To assist in the examination, evaluation and comparison of Bids the Trust Fund for Specialised Medical Care 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.

20.2 The procuring entity may conduct clarification meetings with each or any Bidder to discuss any matter, technical or otherwise, where the procuring entity requires amendments or changes to be made to the Technical Proposal. The changes to be made shall be recorded and signed by both parties.

20.3 Where amendments or changes are required by the Trust Fund for Specialised Medical Care bidders will be requested in writing to adjust their technical proposals accordingly and confirm same with their submission of the financial proposal as per ITB 8. The supplementary price proposal should only contain the changes in price resulting from the changes in the technical proposals. Bidders should note that, if Trust Fund for Specialised Medical Care, 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.

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

21.1 Prior to the detailed evaluation, Trust Fund for Specialised Medical Care will determine the substantial responsiveness of the Financial Proposal. A substantially responsive bid is one which conforms to all the terms and conditions of the ITB without material deviations.

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

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

21.4 A Financial Proposal determined as not substantially responsive will be rejected by Trust Fund for Specialised Medical Care and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

Table of Rating Factors for Lease of Real Estate

	Rating Factors	Weight (%)	Rating
	Marking for technical merit (Tm):		
I	Location and Site Condition		
	1. Accessibility	(40)	
	2. Parking space	(20)	
	3. Access to container trucks and lorries	(25)	
	4. Other added amenities – fencing, concrete refuse bin and proper sewage disposal	(15)	
		(100)	
II	Neighbourhood Data		
	1. Sanitation and health condition	(50)	
	2. Adverse influence	(40)	
	3. Police and Fire Station	(10)	
		(100)	
III	Real Estate		
	1. Structural condition	(30)	
	2. Functionality		
	a. Light Ventilation	(20)	
	3. Facilities		
	a. Water supply and toilet	(10)	

	b. Lighting system	(10)	
	c. Emergency Exit Door (at least 2)	(5)	
	d. Firefighting equipment	(5)	
	4. Other requirements		
	a. Maintenance	(15)	
	b. Availability of ramp depending on structure of building and land scaping	(5)	
		(100)	
IV	Services and Facilities		
	1. Air conditioning	(15)	
	2. Repair and maintenance	(50)	
	3. Water and light consumption	(25)	
	4. Secure parking space	(10)	
		(100)	
	Rating Factors	Weight (%)	Rating
	I. Location and Site Condition	$\times (.20) =$	
	II. Neighborhood Data	$\times (.20) =$	
	III. Real estate	$\times (.50) =$	
	IV. Services and Facilities	$\times (.10) =$	
	Factor Value		
	Marking for financial merit (Fm):		
	Rating Factors		
	I. Rental of office space (monthly)	(100)	
	Rating Factors		
	I. Rental of Office Space	x(1)	
	Factor Value		

$$\text{Total Marking} = (0.80 \times Tm) + (0.20 \times Fm)$$

F. Award of Contract

22. Award Criteria:

Contract shall be awarded to the bidder having submitted a responsive proposal and scored the highest marks subject however to the quoted rates being found reasonable by **the Government Valuation Office**.

23. Negotiation

Where the rates quoted by the first ranked bidder is higher than the acceptable rates as established by the Government Valuation Office, the Trust Fund for Specialised Medical Care 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 21 and 22.

24. Rights of the Public body

The Trust Fund for Specialised Medical Care reserves the right to accept or reject any Bid, to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder(s).

25. Notification of Award

Prior to the expiration of the period of Bid Validity, the Trust Fund for Specialised Medical Care shall notify the successful bidder of its selection for award while at the same time informing the unsuccessful bidders of the name of the selected bidder and the amount of rent payable.

The contract period and renewal conditions, if any, shall be as defined in the Bid Data Sheet

26. Signing of Contract

26.1 Subject to Challenge and Review as per ITB 28, the public body shall promptly issue its letter of acceptance to the successful bidder.

26.2 The successful Bidder shall sign the contract agreement within 30 days as from date of receipt of letter of award.

27 Challenge and Review

A bidder who feels aggrieved with the award decision of the Trust Fund for Specialised Medical Care may submit a challenge to the Executive Director of the Trust Fund for Specialised Medical Care 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.

28 Publication of Award

For all contract exceeding Rs 5M, the Trust Fund for Specialised Medical Care 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.

29 Debriefing

The Trust Fund for Specialised Medical Care shall promptly respond to requests for debriefing made by unsuccessful bidders within 30 days from the date of notification of award

30. Corrupt or Fraudulent Practices

30.1 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:

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.

(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.

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

30.3 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>

31 Bid Security

31.1 A Bid Security is required and shall be submitted along with the bid. Bidders shall furnish as part of his Bid, **a Bid Security of Rs 50,000.00.** (Rupees Fifty thousand only) in the form of a bank guarantee to be issued by a local commercial bank as per format contained in this bidding document and valid up to **20 October 2026.** In the event that the contract is awarded before the Bid Expiry Date, the Bid Security shall be released after the date of signature of contract by the successful bidder. Non submission of the bid security will entail rejection of your bid.

31.2 The bid security shall be subject to a demand for payment only in the following cases:

- a. if the Bidder withdraws, cancels or substantially modifies the bid after the bid opening, during its period of validity;
- b. if the Bidder does not accept a correction of an arithmetical error; or
- c. if the Bidder, having been notified of the acceptance of its bid during the validity of the bid, fails to sign the contract if so required or fails to furnish a performance security if so required

32 Performance Security

31.1 Within 30 days from the date of issue of the letter of acceptance (award) the successful bidder shall submit a Performance Security for an amount equivalent to the payable rental for **three months** from a commercial bank in the format contained in this bidding document valid for a duration of 30 days beyond the agreed date for handing over of 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 Trust Fund for Specialised Medical Care to annul the award.

^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 II

BID DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Bid Price	The prices quoted shall be inclusive of VAT
Documents Comprising the Bid	The following must be included in the Bid submission: 1. BID SUBMISSION <u>Technical Proposal</u> (i) Bid submission form for Technical proposal (Section V) including contact details of Bidder are properly filled and signed (ii) Conceptual design drawings and technical proposals to substantiate understanding of requirements and manner in which these would be met. (iii) Compliance technical schedules where required in the technical specifications are properly filled and signed (iv) Set of valid ownership documentation (copy); Engineer's certificate for building; layout; building insurance certificate, also - in case of individuals; copy of National Identity Card or Passport; TAN (Tax Account Number); bank statement on availability of bank account and BRN (Business Registration Number); - in case of legal entity: Firm/Company Profile covering copy of company registration, technical and financial capacity etc., TAN (Tax Account Number); and BRN (Business Registration Number); <u>Financial Proposal</u> (i) Bid Submission Form for Financial Proposal (Section V) including contact details of Bidder are properly filled and signed. All documents should bear signature of authorized person(s) and company seal. N.B. Incomplete Bids may be deemed non-responsive and rejected.
Deadline for Submission of Bids	Bids should be received by the procuring entity not later than <u>11 00 hours, on or before Tuesday 21 July 2026. .</u>
Bid Opening	Bids shall be opened on <u>11 15 hours, on Tuesday 21 July 2026. in the Conference room, Trust Fund for Specialised Medical Care, Cardiac Centre, Pamplémousses</u>

Documents Establishing Bidder's Eligibility & Qualifications	Required, as per clause 9 of the Instruction to Bidders (Section II)
Bid Validity Period	90 days from the date from the submission of bids.
Preliminary Examination of Financial Proposals – completeness of bid.	Rates with breakdown costs is clearly filled and signed at the submission of the Financial proposals
Evaluation of Bids	Bids will be evaluated based on following criteria: - Compliance with pricing conditions set in the ITB - Compliance with requirements relating to technical features and ability of the office space to satisfy functional requirements of the Trust Fund for Specialised Medical Care - 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 and other amenities) - Compliance with legal requirements (premises not under encumbrance, etc). / Availability of documents confirming compliance of the Bidder to the requirements of the ITB. Financial proposal Rates quoted by the highest ranked bidder shall be subject to assessment of the Government Valuation Office.
Payment terms	It is not the policy of the Trust Fund for Specialised Medical Care to approve advance payments. Payment will be effected at the end of each month following receipt of invoice from the lessor.
All communication must be directed to:	The Executive Director Trust Fund for Specialised Medical Care Cardiac Centre Pamplemousses
Requests for additional information	Request for additional information must be received not later than 14 (fourteen) 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 Executive Director Trust Fund for Specialised Medical Care Cardiac Centre Pamplemousses b) The address to file application for review is: The Chairperson Independent Review Panel, 5th Floor Belmont House Intendance Street Port Louis Tel : +230260 2228

	Fax No. 214 9252 Email : irp@govmu.org
Contract period	The contract shall be Long Term Agreement (LTA) basis with the successful bidder. The LTA will be valid for an initial period of one (1) year at fixed rate, renewable thereafter for further periods of three (3) years by mutual consent of both parties on the terms and conditions based on the actual performance of the LTA holder and if needed as a result of another evaluation of the market rates

Challenge and Appeal

- a) A bidder who feels aggrieved with the award decision of the public body may submit a challenge to the Chief Executive Officer of the public body and, apply for review to the Independent Review Panel in case of unsatisfactory response or absence of response from the public body within a period of 7 days.
- b) A challenge shall be in writing to the Chief Executive Officer of the public body concerned. The bidder shall identify the specific act or omission alleged to contravene these regulations.
- c) A challenge shall not be entertained unless it is submitted within 7 days of the notice of decision issued to the successful bidder.
- d) Unless the challenge is resolved, the Chief Executive Officer of the public body shall suspend the procurement proceedings and shall, within 7 days of the filing of the application, issue a written decision, stating his reasons, and, if the challenge is upheld, indicating the corrective measures to be taken.
- e) A challenge or an application for review may be filed by hand delivery, mail or commercial courier. A challenge or an application for review is deemed to be filed on a particular day when it is received by the public body, or, where applicable, by the Review Panel, by close of business on that day.
- f) A statement of case shall contain precisely and concisely the facts of the case; where a challenge has not been resolved, the outcome of the challenge pursuant to the section on challenge of the act; the issues under dispute and the arguments relating thereto; submissions on any point of law; and other submissions on the case. Any witness statement shall contain a signed statement by the witness, certifying the facts obtained from the examination of records, statements or other documents or from any other source in relation to the case before the Review Panel.
- g) Together with the application for review, the unsatisfied bidder shall be required to make a non-refundable processing fee of Rs 5000 and a security deposit of Rs 100,000. The security deposit shall be forfeited where the Review Panel dismisses the application as frivolous.
- h) The unsatisfied bidder shall, at the time of his application for review, submit to the public body a complete 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 favor, the Review Panel shall award him compensation limited to the recovery of the costs of bid preparation and participation in the procurement proceedings.
- l) The Review Panel may dismiss an application for review or may, if it determines that there is merit in it, prohibit the Public Body from acting or deciding in an unauthorized manner or from following an incorrect procedure; recommend the annulment in whole or in part of any of any unauthorized act or decision of the Public Body; recommend a re-evaluation of the bids or a review of the decision for an award, specifying the grounds for such recommendation; or recommend payment of reasonable costs incurred in participating in the bidding process where a legally binding contract has been awarded which, in the opinion of the Review Panel, should have been awarded to the applicant.
- m) The Public Body shall promptly make available to the Review Panel any information and documentation that the Review Panel may request, such as the bid or proposal submitted by the applicant; the bid or proposal of the bidder that is being considered for award, or whose bid or proposal is being reviewed; all qualification assessment and evaluation documents; the invitation to bid or request for proposals, including the specifications; the abstract of bids or proposals 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 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 III General Conditions

DRAFT LEASE AGREEMENT

BETWEEN

(Name of company)

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

ON THE ONE PART

AND

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

ON THE OTHER PART

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

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

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

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

1.0 Duration, renewal and Termination

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

2.0 Financial Terms

- 2.1 The rent shall be Rs (Mauritian Rupees) plus Value Added Tax (VAT) annually, payable in equal monthly installment, at the end of each month 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 parking slots for the exclusive use of the tenant.

4.0 **INSURANCE**

- 4.1 The Lessor shall insure the building leased and consequential loss against the risk of fire, full explosion, riots, strikes and malicious damage, cyclone and flood, earthquake and air crash.
- 4.2 Furthermore The Lessor shall also have its insurance policies covering all the building and consequential loss endorsed to waive all rights of subrogation against The Tenants of the building.

5.0 **MAINTENANCE OF PREMISES**

- 5.1 The Tenant shall keep the premises in good tenantable repair and condition, fair wear and tear excepted, to the satisfaction of the Lessor.
- 5.2 The Tenant shall not cause any damage and/or modification to any component part of the building, without the consent of the Lessor, such consent shall not be unreasonably withheld.

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

- 6.1 Structural repairs shall be carried out by the Lessor, at its own costs, and at such time convenient to the Tenant.
- 6.2 In case the Lessor fails to undertake any of the repairs, the Tenant may, after having duly notified the Lessor by way of a written notice, undertake to effect the repairs at the Lessor's cost.
- 6.3 The Landlord shall be responsible and shall bear all costs for the erection of further internal partitioning that the tenant may require, subject to renegotiation of the rent.
- 6.4 All the partitioning and dividing walls to be erected by the Tenant shall have the prior approval of the Lessor and shall be to such specification and standard as may be approved by the Tenant in writing, provided that such approval is not unreasonably withheld.
- 6.5 Except as otherwise agreed, the Tenant or the Lessor shall not paint or fix any advertisement, signboard or any other inscription on the external walls of the building.
- 6.6 The Tenant shall bear the cost for making good major defects in the building and its appurtenances arising from his activities on the premises, except for normal wear and tear.
- 6.7 (a) Except for minor and urgent works, the Tenant shall carry out no alteration, addition, installation and work of any nature whatsoever to the building or to fixtures, except with the Lessor's prior written approval and the permission of the Authorities concerned, if any.
- (b) Any such alteration, addition, installation or work so made may be removed by the Tenant at the expiry of the lease or of any of its renewals but the Tenant will have to restore at its cost the said premises to its former state, fair wear and tear excepted.
- (c) Should the Tenant decide not to remove any such alteration, addition, installation or work, it shall accrue to the Lessor without the latter having to pay indemnity and compensation whatsoever to the Tenant or to any other person, article 555 of the Civil Code or any other enactment notwithstanding.

7.0 **SERVICES**

- 7.1 The Landlord shall supply telephone and data cabling services according to the requirements of the Tenant.
- 7.2 The Tenant shall not modify or extend the plumbing, electrical and drainage installations on the premises without first obtaining the prior approval of the Lessor.

8.0 **DRAINAGE AND SANITARY FACILITIES**

- 8.1 The Tenant shall ensure that no foreign substance of any nature is flushed down the drainage system, which will cause malfunctioning of the system or of septic tanks and absorption pits provided. The normal sanitary norm should be observed in all toilet and mess room facilities.
- 8.2 The Tenant shall be solely responsible for repairs to these items arising out of blockages, damage or any other cause, arising out of its fault and negligence.
- 8.3 The Tenant may remove, on vacation of the premises, all supplementary installation carried out by him, provided that any damage caused during removal of same is made good at his own cost. Any installation not removed shall become the property of the Lessor without any compensation or indemnity.
- 9.0 **SUB-LETTING**
The Lessee shall not sub-let all or part of the property leased to him. The Lessee shall transfer or assign in all or in part his right to the lease, with the consent of the Lessor, such consent shall not be unreasonably withheld.
THE LESSEE shall neither sub-let all or part of the property leased to him nor cede, transfer or assign in all or in part his rights to the lease. (Ministry to decide which of the three options to include).
- 10.0 **PAYMENT OF RENT, WATER ELECTRICITY CHARGES, ETC**
- 10.1 The Tenant shall settle his rent regularly by arranging with his bank for this to be paid through a standing order in favour of the Lessor so as to reach him by the tenth of each month.
- 10.2 The Tenant shall make his own arrangement for payment of his bills with respect to electricity, water, telephone, and any other services, and shall pay regularly all amount due and payable in respect thereof.
- 10.3 The Tenant shall be responsible for payment of all Tenant's taxes and related charges, if any, which may be levied on the space occupied by him.
- 10.4 Where the Tenant has been failing to pay the rent due for three consecutive months, the Lessor reserves the right to terminate the lease, after having notified the Tenants of its intention by way of a "mise en demeure", and without it being necessary for the Lessor to fulfill any other formality, whether judicial or extra judicial. (It would be advisable to provide a specific time limit instead of referring to 'constantly').
- 10.5 In case of recovery of any arrears of rent through an Attorney-At-Law, the Tenant shall pay to the Lessor any commission not exceeding 10% of the amount recovered and payable by the Lessor to such attorney.
- 11.0 **USE OF PREMISES**
- 11.1 The Tenant shall use the said property as offices only.
- 11.2 The Tenant shall ensure that all litter, garbage, waste generated from his use of the premises are stored in an orderly way and be not spilled on any part of the premises, including staircase, passages or thrown on the floor at any point.
- 11.3 The Tenant, its employees, agents, licensees and guests shall have full access and the right to use all common passageways, stairways, lifts and entrances as they exist at the date of this lease for the purposes of entering and leaving the premises. The Tenant shall have the right to affix name plates in appropriate places in the building to indicate the location of its premise.

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

12.0 **SAFETY PRECAUTIONS**

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

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

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

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

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

13.0 **INSPECTION OF PREMISES**

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

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

14.0 **EXPENSES AND CHARGES**

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

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

15.0 **ARBITRATION**

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

16.0 **NOTICES**

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

For **THE LESSOR** at his office

The General Manager,, No.

For **THE TENANT** at No,

Made in two originals and in good faith at

This day of 20.....

LESSOR

TENANT

(s)

(s)

SECTION IV

SCHEDULE OF REQUIREMENTS

1. Office space

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

- (i) Building Space of a minimum area of 10, 000 sq. feet or more preferably on the ground floor. Proposals for 2 storey building or more may also be considered subject to availability of appropriate lifting facilities for safe movement of goods within the rented space.

Space area should exclude: -

- (a) Circulation areas i.e. corridors, terraces, lobby/ reception area
- (b) Kitchenette/Mess
- (c) Toilets

- (ii) The building space should be easily accessible and shall be located in the region or in the vicinity of Pamplémousses village / SSRN Hospital.
- (iii) The Building should be easily accessible to public roads and public transport.
- (iv) Loading and Unloading facilities should be available with easy access to container trucks and lorries.
- (v) The accommodation schedules will be as follows:-

No	List of Offices	Approximate Area (ft ²)
1	Warehouse for Medical Consumables Partitioning in reinforced concrete with room temperature below 25 ⁰ c	4000
2	Warehouse for Pharmaceuticals Partitioning in reinforced concrete with room temperature below 25 ⁰ c	1000
3	General Warehouse	1000
4	Unserviceable Stores warehouse	200
5	Loading & Unloading Bay	300
6	Archiving Department	2000
7	Office space for Procurement with Air Conditioner	200
8	Office space for Warehouse with Air Conditioner	200
9	Other Offices with Air Conditioner	1100
	TOTAL	10 000

- (v) Building should be reinforced concrete with security and emergency exits provided with comfortable staircase (if applicable) and in

conformity with the Health, Safety and Welfare Act and to the requirements of the Mauritius Fire and Rescue Services.

- (vi) The building space should be partitioned with fireproof materials and allow for the flexibility of re-organizing the space to meet the Public Body's requirements;
- (vii) The partitioning and structural modifications in the building to the satisfaction of the public body would have to be effected by the owner at his own cost;
- (viii) Floor finish should be in ceramic tiles or equivalent for easy maintenance; floor level should be on equal level for easy movement of trolleys.
- (ix) External, internal walls, columns, beams, ceilings should be freshly painted;
- (x) Opening should be fitted with burglar proof reinforcement and should withstand cyclonic winds of 240 km/hr;
- (xi) Openings - Windows and doors should be provided with curtains or blinds to protect against sun rays (if applicable);
- (xii) The building should be provided with essential amenities such as (three phase electrical supply) electrical lighting and power points, water supply and roof water tank;
- (xiii) The building should be provided with fire detectors, fire alarm and firefighting facilities as per established standards;
- (xiv) 2 toilets (separate for gents and ladies) for staff should be provided and 1 toilet for public outside the building;
- (xv) The other areas namely corridor, toilets, kitchenette/mess should be properly ventilated;
- (xvi) On-yard parking facilities should be provided for a minimum of fifteen (15) vehicles;
- (xvii) The premises should be fenced with boundary walls and one access gate fully secured;
- (xviii) Provision of a shelter for Watchman of an area of at least 2 m x 2 m with toilet facilities, lighting and electrical socket;
- (xix) The building should have proper drainage system;
- (xx) The roof of the building should be waterproofed;
- (xxi) Provision of split type air conditioning should be provided

(xxii) The building space fitted with all amenities as defined above shall be made available and ready for occupation within a maximum period of three months following award of contract. Request for any additional time may be considered if justified

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 Trust Fund for Specialised Medical Care.

3. Contract period The initial contract period shall be for **one (1) year** renewable thereafter for further period of three (3) year on same terms and conditions at the satisfaction of the Trust Fund for Specialised Medical Care.

4. Lease Agreement A lease agreement will eventually be signed with effective date as from the date the building is available for use with all amenities.

Technical Specifications

Specification and Compliance Sheet

Procurement Reference Number: TFSMC/CC/ONB/2020-2021/Q3

[Bidders should complete columns C and D with the Specification of the Goods offered. Also state “Comply” or “Not Comply” and give details of any non-compliance/deviation to the specification required. Attach technical literature if required. Authorise the specification offered in the signature block below]

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A	B	C	D
1.	Office Space		
A	Building Space area of 10 000 sq. feet or more, preferably on the ground floor. Proposals for 2 storey building or more may also be considered subject to availability of appropriate lifting facilities for safe movement of goods within the rented space. OR Proposals for 2 different buildings nearby, owned by the same owner, meeting the space area requirements of 10, 000 sq ft or more may be considered		
	Space area should exclude: -		
i	Circulation areas i.e. corridors, terraces, lobby/ reception area		
ii	Kitchenette/Mess		
iii	Toilets		
B	The building space should be easily accessible and shall be located in the region or in the vicinity of Pamplemousses village / SSRN Hospital.		
C	The Building should be easily accessible to public roads and public transport.		
D	Loading and Unloading facilities should be available with easy access to container trucks and lorries.		
E	The accommodation schedules will be as follows:-		
i	Warehouse for Medical Consumables Partitioning in reinforced concrete with room temperature below 25 ⁰ c – 4000 ft ²		
ii	Warehouse for Pharmaceuticals		

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A	B	C	D
	Partitioning in reinforced concrete with room temperature below 25 ⁰ c - 1000 ft ²		
iii	General Warehouse – 1000 ft ²		
iv	Unserviceable Stores warehouse – 200 ft ²		
v	Loading & Unloading Bay – 300 ft ²		
vi	Office space for Procurement with Air Conditioner – 200 ft ²		
vii	Office space for Warehouse with Air Conditioner- 200 ft ²		
viii	Archiving Department – 2000 ft ²		
ix	Other offices – 1100 ft ²		
F	Building should be reinforced concrete with security and emergency exits provided with comfortable staircase (if applicable) and in conformity with the Health, Safety and Welfare Act and to the requirements of the Mauritius Fire and Rescue Services.		
G	The building space should be partitioned with fireproof materials and allow for the flexibility of re-organizing the space to meet the Public Body's requirements;		
H	The partitioning and structural modifications in the building to the satisfaction of the public body would have to be effected by the owner at his own cost;		
I	Floor finish should be in ceramic tiles or equivalent for easy maintenance; floor level should be on equal level for easy movement of trolleys.		
J	External, internal walls, columns, beams, ceilings should be freshly painted;		
K	Opening should be fitted with burglar proof reinforcement and should withstand cyclonic winds of 240 km/hr;		
L	Openings - Windows and doors should be provided with curtains or blinds to protect against sun rays (if applicable);		
M	The building should be provided with essential amenities such as (three phase electrical supply) electrical lighting and power points, water supply and roof water tank;		
N	The building should be provided with fire detectors, fire alarm and firefighting facilities as per established standards;		
O	2 toilets (separate for gents and ladies) for staff should be provided and 1 toilet for public outside the building;		
P	The other areas namely corridor, toilets, kitchenette/mess should be properly ventilated;		
Q	On-yard parking facilities should be provided for a minimum of fifteen (15) vehicles;		
R	The premises should be fenced with boundary walls and one access gate fully secured;		
S	Provision of a shelter for Watchman of an area of at least 2 m x 2 m with toilet facilities, lighting and electrical socket;		
T	The building should have proper drainage system;		
U	The roof of the building should be waterproofed;		

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A	B	C	D
V	Provision of split type air conditioning should be provided		
W	The building space fitted with all amenities as defined above shall be made available and ready for occupation within a maximum period of three months following award of contract. Request for any additional time may be considered if justified;		

Annex A

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 18th Edition of the IET Wiring Regulations and to British Standard 7671 requirements for electrical installation or MS63.
- Electrical supply to the building shall be taken from an independent secure sub-station to be located preferably within the site facility.
- Electrical light and power loads shall be segregated from mechanical loads throughout the installation.
- Final volt drop in sub-circuits shall not exceed 2.5% when operating at their ultimate load capacity.
- All final circuits to be protected by residual current devices not exceeding 30mA sensitivity. All Residual Current Devices to operate within 40ms
- All circuits and distribution panels are to be properly labelled.
- A certificate of conformity to current electrical standards and regulations, signed by an independent Registered Electrical Engineer is to be provided before signing of agreement.

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. Fire Alarm System

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

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

4. Air Conditioning and Ventilation

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

5. Cold Water Supply

- Cold water shall be available in toilets and kitchenette.

7. Fire Fighting Equipment

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

Indicative Accommodation Schedule

Sn	List of Offices	Quantity	Approximate Floor Area (Sq ft)
1	Warehouse for Medical Consumables Partitioning in reinforced concrete with room temperature below 25° c	1	4000
2	Warehouse for Pharmaceuticals Partitioning in reinforced concrete with room temperature below 25° c	1	1000
3	General Warehouse	1	1000
4	Unserviceable Stores warehouse	1	200
5	Loading & Unloading Bay	1	300
6	Archiving Department	1	2000
6	Office space for Procurement with Air Conditioner	1	200
7	Office space for Warehouse with Air Conditioner	1	200
8	Other Offices with Air Conditioner	1	1100

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

Section V - FORMS OF BID

1. BID SUBMISSION FORM FOR TECHNICAL PROPOSAL

2. Name and address of Bidder:

3. Telephone No _____ 4. Mobile Phone _____

5. Fax No _____ 6. E-mail address _____

5. Having examined the bidding documents, including Addendum Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, I am /We are submitting our proposal of office space/building for rental as described above in response to the Invitation for Bids **TFSMC/CC/ONB/26-27/Q 1**.

6. I am/We are also enclosing full details and relevant drawings of the building being proposed as well as a list of proposed works. I/ We propose to execute to suit your requirements.

7. The office space/building proposed above shall be available as from complete with the amenities as defined in the Schedule of Requirements to be agreed between the bidder and the Project Manager appointed by the Public Body.

8. I/We undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Technical Proposal and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

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

10. I/We confirm that I am/we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in ITB 2 & 9.

11. This bid shall remain valid for a period of **90 days** as from the deadline set for the submission of bids.

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

Signature of Bidder_____

Position in Company (if applicable)_____

Date: _____

2. BID SUBMISSION FORM FOR FINANCIAL PROPOSAL

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 **TFSMC/CC/ONB/2026-2027/Q 1**.

Location of the office space/building (give brief description)	Size of the office space	
Site and locations:		
	Total size of the space (square feet)	Total Rental Fee (Rs) Exclusive of VAT
Monthly Rental Fee per square feet		
Total monthly rental fee, excluding VAT		
VAT (15%)		
Total monthly rental fee, including VAT (Rs)		

7. This bid shall remain valid for a period of **90 days** as from the deadline set for the submission of bids.
8. 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.

9. We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

Signature of Bidder_____

Position in Company (if applicable)_____

Date: _____

Bid Security (Bank Guarantee)

.....[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 Security.

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 modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee shall 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[Public Body to insert date].....

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. (Applicable to overseas bidders only).

.....[Bank's seal and authorized signature(s)]

1. Performance Security

[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: *[insert complete name of Purchaser]*

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

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

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

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

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

T/his guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

Section VI – CHECK LIST

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."

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

Item	List of Documents	checked
1.	The following documents shall be included: Technical Proposal (i) Drawings and site plan for the proposed office space (ii) Bid submission Form for technical proposal duly signed (iii) Specifications and Compliance Sheet (iv) Suggestion(s) on draft lease Agreement (v) Proof of ownership of building, (vi) Copy of the land use permit for the Building (vii) Any other document(s) required to complete the bid submission, as specified in this bidding document. Financial Proposal (i) Bid Submission Form containing the Financial Proposal	
2	Bid Security of Rs 75, 000.00	

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.