



THE DISTRICT COUNCIL OF GRAND PORT

INVITATION TO TENDER

(Authorisation under Section 57 of the Local Government Act 2011)

This Council invites Sealed Tenders from members of the public residents of the District Council of Grand-Port for the right of authorization to occupy vacant Tuckshops at Hollandais Street, Mahebourg and at the Jawaharlall Nehru square Open Market, Rose Belle for a period of three (3) years and may be expressly renewed for further periods not exceeding 3 years, on such terms and conditions, including a revision of any fee payable, as the District Council may determine.

The Tender Form/Document and other details may be collected at the Registry Section, Administration Department of the District Council of Grand-Port on working days between 9.30hrs and 15.00hrs or may be downloaded by consulting the website of the District Council of Grand-Port on: <http://dcgp.mu>.

Tender Form should be properly filled & signed and a deposit of 10% of the tendered amount by way of cheque drawn in favour of the District Council of Grand-Port shall be submitted with the tender.

Deposit will be returned to unsuccessful bidders.

Deadline for submission of tender: - 18th January 2019 by 15.00hrs at latest.

S. TEELUCK

Chief Executive

The District Council of Grand-Port, Rose-Belle

10 December 2018

**DISTRICT COUNCIL
OF
GRAND PORT**



**TENDER DOCUMENT FOR THE AUTHORISATION TO
OCCUPY TUCKSHOPS AT HOLLANDAIS STREET,
MAHEBOURG AND THE JAWAHARLALL NEHRU SQUARE
OPEN MARKET, ROSE BELLE**

District Council of Grand Port
Royal Road
Rose Belle

Tel: (230) 6274575, 6274542, 6277605, 6275075

Fax: (230) 6274640, 6271591

DISTRICT COUNCIL OF GRAND PORT

CONDITIONS FOR THE AUTHORISATION TO OCCUPY TUCKSHOP AT HOLLANDAIS STREET, MAHEBOURG AND JAWAHARLALL NEHRU SQUARE OPEN MARKET, ROSE BELLE

1. A deposit of 10% of the tendered amount by way of cheque drawn in favour of the District Council of Grand Port should be submitted together with the bid. Deposit will be returned to unsuccessful bidder and forfeited if successful bidder does not effect necessary payment and signature of the contract.
2. This Council shall award to the **highest bidder** the authorization to occupy the advertised Tuck shop. Such authorization shall be granted against payment of the tendered amount and entering into a contract for a period of 3 years with the Council. Such payment may be paid either in full or in 3 yearly equal installments on such terms and conditions as the Council may decide. Such payment shall be made at the District Council cashier's office.
3. Such authorization shall cover **a period of 3 years** and may be expressly renewed for further periods not exceeding 3 years on such terms and conditions including a revision of the fee as the Council may determine.
4. Upon failure to pay the instalments, the Council may rescind the contract by notice in writing and without prejudice to any other action which the Council may lawfully be entitled to take against the Occupier. The Occupier shall forthwith vacate the Tuckshop and remove all articles there from; he/she shall not be entitled to the payment of any indemnity, compensation or damages.
5. Tenderer should not be a Public Officer and should be a resident of the District Council of Grand Port (proof of same to be produced)
6. The Occupier shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid authorization to occupy such TuckShop.
7. The Occupier's death shall put an end to the Contract. However, in case of the shop occupier death before the expiry date of the contract, any of his child/children or his/her surviving spouse named by him in the agreement, or any document addressed by the shop-occupier to the Council on the date of the signature of the agreement, shall continue to occupy the shop for the remaining period of the said contract. The Council shall renew the contract for a further period of 3 years with the consent of the heirs, subject that the latter satisfies the following:-
 - (i) **be a resident of the District Council of Grand Port (documents to be produced, receipt of a utility bill (e.g. CEB., CWA and telephone)**
 - (ii) **have reached his/her 18th birthday at the time of transfer of authorization (copy of the identity card and birth certificate to be produced)**
 - (iii) **Not a Public Officer (unemployment registration card to be produced)**

8. The occupier shall seek Council's authorization in writing before carrying out any change in the Tuckshop including the opening of new doors or the closure of existing ones or to alter the general layout. Such change shall be carried out at his own cost.
9. The Occupier shall restore the furnished Tuckshop at his own costs to its original state before or at the end of the lease.
10. The Occupier shall pay a trade fee prior to the start of his business.
11. The Council reserves the right to cause the Tuckshop to be so altered, repaired or reconstructed as it may deem advisable without payment of any compensation to the Occupier thereof. Such right will be extended to any alteration, repair or reconstruction of the interior installation of the Tuckshop should the Council consider it advisable. In the latter case the Council will place at the disposal of the Occupier such other place as may be advisable in order to enable him/her to continue his / her trade. The Occupier shall have no claim to any indemnity, compensation or damages as a result of such alteration, repair or reconstruction.
12. Should the Occupier be found guilty by a Court of Law of an offence under the Weight and Measures Ordinance, the Council shall rescind the contract by notice in writing and without any judicial or extra judicial process. The Occupier shall forthwith vacate the Tuckshop and remove all articles therefrom; he/she shall not be entitled to the payment of any indemnity, compensation or damages.
13. Should the Council decide at any time to pull down and reconstruct the premises or to make any alterations whatsoever to it, including the opening of new doors, closures of existing ones, alterations of the general layout of the premises the Council shall be entitled to put an end to the contract by giving **six months advance notice** to the Occupier of its intention to do so and the Occupier shall thereupon vacate the Tuckshop at the appointed date; the Occupier shall not be entitled to the payment of any indemnity, compensation or damages.
14. The Occupier shall abide by, obey and or be subject to all Council Regulations in relation to his trade, which are now or shall hereafter be proclaimed or passed and nothing therein contained shall be held to affect, qualify or limit the full effect of the said regulations.
15. If the Occupier makes use of electricity for his/her trade, he/she shall make his/her own arrangements for electric supply at his/her own costs, including the payment of the charges for the electric consumption. Such arrangements should be previously approved by the Council.
16. If the Occupier uses water for his/her trade, he/she shall make his/her own arrangements for the water supply at his/her own costs, including the payment of the charges for the water consumption. Such arrangements should be previously approved by the Council.
17. If the occupier makes use of telephone and/ or fax for his trade, he/she shall make his own arrangements for the telephone line at his own costs, including the payment of the charges for the calls and the rentals. Such arrangements should be previously approved by the Council.

18. The occupier shall take appropriate insurances to cover all the liabilities of his/her occupation of the premises and the operation of his/her trade.
19. Offer from any person who is already in occupation of a Tuckshop/ stall within the Council's jurisdiction shall not be considered unless he/she has settled any sum outstanding to the Council in respect of any rent, dues, fees or other charges.

Submission of Bids

1. Please note that the Bid(s) in sealed envelope(s) should be clearly marked on the left hand side of the envelope “**Tender Tuckshop**” and addressed to the Chief Executive of the District Council of Grand Port and same should be deposited in the Tender Box found at the Administration Department, District Council Head Office, Royal Road, Rose Belle by *18th January 2019 at latest at 15.00 hrs.*
2. Tender with erasures/overwriting/corrected fluid/correction without initial/written with lead pencils shall be rejected.
3. Offers received after the prescribed date and time shall not be considered.
4. The highest quote satisfying all the clauses of the conditions of this tender document will be selected. Payment shall be effected as in the Letter of Award, failing which the offer will lapse.
5. The Council reserves the right (i) to accept or reject any tender or
(ii) to annul this Tender Process and reject it at any time prior to the award of the Tender without thereby incurring any liability or any obligation to inform any applicant of the grounds for accepting or rejecting any tender.

DISTRICT COUNCIL OF GRAND PORT

**BID FORM FOR THE AUTHORISATION TO OCCUPY TUCKSHOP AT HOLLANDAIS STREET,
MAHEBOURG AND JAWAHARLALL NEHRU SQUARE OPEN MARKET, ROSE BELLE**

NOTE TO BIDDER: Only this sheet to be filled by tenderer and deposited in the tender box of the council

| Sn | Details | Vacant Tuckshop No. | Tender for the value of less than (hereunder) will not be entertained | Specify Tuckshop No. for which bid is being submitted |
|-----------|--|----------------------------|--|--|
| 1 | Tuckshop at Hollandais St, Mahebourg | 3,4,5,6,10,13,17 | Rs 82,800 for 3 years | |
| 2 | Tuckshop at Jawaharlall Nehru square Open Market, Rose Belle | 3,11,15 | Rs 28,800 for 3 years | |

Declaration

| |
|---|
| I, |
| bearing NIC Number |
| residing at |
| after having taken cognizance of the conditions as stipulated at pages 2, 3 and 4 of the tender documents do hereby declare that I agree to the said conditions and |
| (i) tender the sum of Rupees ----- (Rs.....) for the authorization to occupy Tuckshop No..... at Hollandais Street, Mahebourg for a period of 3 years |
| and/or |
| (ii) tender the sum of Rupees ----- (Rs.....) for the authorization to occupy Tuckshop No..... at Jawaharlall Nehru Square Open Market, Rose Belle for a period of 3 years. |
| <i>Note: Bidder to choose and fill in for either (i) and/or (ii) above</i> |

Name of Bidder :

National Identity Card No. :

Address :

Phone No : **Fax No.:**.....

Ref No :

Signature of Bidder :

Date :