



THE DISTRICT COUNCIL **OF GRAND PORT**

EXPRESSION OF INTEREST FOR THE RIGHT OF OCCUPATION OF COMMERCIAL UNITS AT THE ROSE BELLE MULTIPURPOSE COMPLEX

*Reference No: **EOI/DCGP/04/2022***

***District Council of Grand Port
Royal Road
Rose Belle***

[Tel:6274542](tel:6274542)

21 October 2022

The District Council of Grand Port

Invitation for Bids for the right of occupation of Commercial Units in the Rose Belle Multipurpose Complex situated in a Central Business District

Summary

1. The District Council of Grand Port is inviting bids for the right of occupation of Commercial blocks 2 and 3 at the Ground floor of the Rose Belle Multipurpose Complex situated at Market Lane, Rose Belle. A site plan is attached at Annexes **1** and **2**.
2. Bid forms duly filled in together with the requested documents should be addressed in sealed envelopes to ***The Chief Executive of the District Council of Grand Port*** and clearly marked 'EOI/DCGP/04/2022' and be deposited in the quotation box at ***The Registry of the Administration Department, 2nd Floor, District Council, Rose Belle*** **not later than 13 hrs on Friday 11 November 2022.**

KINDLY NOTE THAT BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE ACCEPTED.

3. Bids should remain valid for period of (ninety) 90 days from the closing date.
4. The conditions are set out in the bidding documents. Interested bidders should call at the Administration Department, Registry Section, to collect the documents or download same on the website of **dcgp.mu**.
5. A bid security in the form of an Office cheque or an Original Bank Guarantee for the sum of Rs 10,000/- from a Local Commercial Bank in favour of the District Council of Grand Port should be submitted together with the bids for each block quoted.
6. Bidders are advised to visit the premises **on Monday 31 October 2022 as from 10 hrs to 11.45 hrs** before the submission of bids.
7. The meeting point for the site visit is the reception of the District Council Head quarters at 09.45 hrs.
8. The District Council of Grand Port reserves the right to accept or reject any bid.

THE DISTRICT COUNCIL OF GRAND PORT
CONDITIONS FOR THE RIGHT OF OCCUPATION OF A COMMERCIAL UNIT AT
THE ROSE BELLE MULTIPURPOSE COMPLEX BUILDING

In this document

A. Lessor is the District Council of Grand Port

B. Lessee is the bidder whose offer would be accepted.

1. The authorization for the right of occupation of commercial unit will be for a period of three years but may be expressly renewed for further periods not exceeding three years on such terms and conditions including the revision of fee payable as the Lessor may determine.
2. The tendered sum of the aforesaid right of occupation shall be payable yearly in advance on the date of signature of contract for the first year and by the 5th working day of the ensuing year thereafter. Such payment shall be made to the Financial Controller, Finance Department, District Council Head Office, Royal Road, Rose Belle.

3. Security Deposit

Immediately upon or before the execution of this agreement, the Lessee shall pay to the lessor a sum equivalent to three months payment (Hereinafter referred to as a Security deposit) by way of deposit and as security for the due observance and performance by the lessee of the Lessee's covenants, the terms, stipulations and conditions herein contained in this agreement.

The Security deposit shall be maintained at the aforesaid sum during the term and shall under no circumstances be treated as payment of rental(s) for any period of the lease herein and/or any other monies due to the Lessor under this agreement. Subject always to the lessee observing and complying with all the terms and conditions herein, the security deposit shall be refunded to the lessee free of interest upon the expiry of this lease less whatever sums as may then be due to the lessor whether as a result of the breach of any terms and stipulations herein contained or otherwise, including but not limited to any legal costs which the lessor may incur in demanding recovering the rental herein or in enforcing any of its rights herein, and without prejudice to any other claims which the Lessor may have against the Lessee under the terms of this lease.

4. The Lessee shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid right of occupation. The Lessor may, however, in the exercise of its absolute discretion authorize a transfer of the aforesaid right of occupation until its expiry, whenever it is satisfied of the Lessee's inability, physical or mental, to continue his trade, Such transfer shall be subject to all the terms and conditions of the Contract.
5. The Lessee's death shall put an end to the Contract.
6. The Lessor reserves the right to carry out any structural change including the opening of new doors or the closure of existing ones or to alter the general layout of the building without the Lessee being entitled to any compensation for loss of trade or otherwise. In case of demolition and reconstruction of the outer walls of the premises, Lessor also reserves the right to reduce the space of the commercial units if it is necessary.
7. The Lessee shall seek Lessor's authorization in writing before carrying out any alteration, renovation or installation in the block/unit, including the opening of new doors or the

closure of existing ones or to alter the general layout. Such changes shall be carried out at his/her own cost and after having obtained authorization of the Lessor. A Bank guarantee representing the costs to restore the commercial unit to its original state shall be submitted by the Lessee before effecting any changes/modification to the said Commercial Unit.

8. At the end of this Agreement, any fixtures, fittings, or installations added to the Commercial unit shall either:
 - a. be left "in situ" on the block/unit, in which case they shall automatically accrue to the Lessor without any indemnity to the Lessee, or
 - b. be removed by the Lessee who shall forthwith restore the Commercial Unit to its original state at his/her own expense.
9. The Lessee shall not carry out his/her trade in the said building until he/she has paid all taxes and dues including the District Council trade fee.

10. Termination

Provided always and it is hereby agreed by the parties to this agreement hereto as follows:-

- 1) It shall be lawful for the Lessor at any time thereafter to serve a forfeiture notice in the following event:-
 - a. If the rental or such other monies hereby reserved and payable by the Lessee or any part thereof shall be in arrears and unpaid after becoming due and demandable in accordance with the provisions hereof (whether formally demanded or not); or
 - b. If the lessee shall fail, default or neglects in the observance or performance of any of the covenants, stipulations or agreements on its part herein contained, or
 - c. If the Lessee shall suffer or do any act, or thing whereby the Lessor's rights hereunder shall or may be prejudiced, then in any of such aforesaid cases it is hereby mutually agreed that a reasonable time in which to remedy the breach of the subject matter of the said forfeiture notice shall be the delay as specified in the latter notice, and if on the expiration of the period specified the said forfeiture notice the breach complained of has not been remedied, the Lessor shall forthwith be at liberty to:
 - i. Either insist on the specific performance of this lease or re-enter upon and take possession of the said premises by means of a '**WRIT HABERE FACIAS POSSESSIONEM**', if applicable without prejudice to the right of the Lessor to forfeit the security deposit and any other rights of the Lessor herein provided including the right of action of the lessor in respect of any antecedent breach of the agreements, stipulations and regulations on the part of the Lessee herein contained.
 - ii. To forfeit the security deposit.
 - iii. To claim from the Lessee arrears in rental

iv. To claim indemnity from the Lessee in the manner as follows:

- a. Three (3) months rental (if termination occurs in the first year)
- b. Two (2) months rental (if termination occurs in the second year)
- c. One (1) month rental (if termination occurs in the third year)

v. To notify and recover for any costs and damages suffered by the lessor due to the termination of the lease including but not limited to any legal costs which the Lessor may incur in enforcing any of its rights herein.

11. The Lessor reserves the rights to cause any commercial unit to be so altered, repaired or reconstructed as it may deem advisable without payment of any compensation to the Lessee thereof. Such right will be extended to any alteration, repair or reconstruction of the interior installation of any commercial unit should the Lessor consider it advisable. In the latter case the Lessor will place at the disposal of the Lessee such other commercial unit as may be advisable in order to enable him/her to continue his trade.
12. The Lessee shall have no claim to any indemnity, compensation or damages as a result of such alteration, repair or reconstruction.
13. Should the Lessee be found guilty by a Court of Law of an offence while carrying out its activities in the said premises, the Lessor shall rescind the contract by notice in writing and without any judicial or extra judicial process. The Lessee shall forthwith vacate the commercial unit and remove all articles there from: he/she shall not be entitled to the payment of any indemnity, compensation or damages.
14. Should the Lessor 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, closure of existing ones, alterations of the general layout of the premises the Lessor shall be entitled to put an end to the contract by giving six months advance notice to the Lessee of its intention to do so and the Lessee shall thereupon vacate the commercial unit at the appointed date; the Lessee shall not be entitled to the payment of any indemnity, compensation or damages.
15. The Lessee shall comply with all Lessor Regulations which are in force or shall hereafter be proclaimed or passed and nothing therein contained shall be held to effect, qualify or limit the full effect of the said regulations.
16. The Lessee shall be responsible for the good maintenance of the commercial unit allocated to him/her. He/she shall make good at his own costs all damages caused to the commercial unit being occupied by him/her in the exercise of his/her trade.
17. If the Lessee makes use of electricity for his/her trade, he/she shall make his own arrangements for electric supply at his/her own costs, including the payment of the charges for the electric consumption, with the approval of Lessor.
18. If the Lessee makes use of telephone and/or fax for his trade, he/she shall make his own arrangements for the telephone line at his/her own costs, including the payment of the charges for the calls and the rentals, with the approval of Lessor.
19. The Lessee shall take appropriate insurances to cover all the liabilities of his/her occupation of the premises and the operation of his/her trade.

20. Throughout the duration of the right of occupation the Lessee shall be responsible for and make good any damage to the Commercial Unit caused by misuse or the fault of the Lessee or any of his/her employees, customers or visitors.
21. The Lessee shall not-
 - (a) Place goods, cases, boxes or other objects in or otherwise obstruct the corridors or other common areas of the building.
 - (b) Keep or stock on the Rented Premises any inflammable, dangerous or noxious substance without the Lessor's prior written authorization.
22. After, adapt or interfere with the electrical and telecom wiring or installation of the Building and the commercial Unit in any manner whatsoever, save that he/she may with the Lessor's written approval carry out internal electrical installation from the main fuse switch supplied.
23. The Lessor shall not be responsible for any injury or damage sustained by the Lessee or any of his/her employees, customers, or visitors save except such injury or damage directly caused by any defect in the construction of the Building.
24. The Lessee shall provide a plastic bin of capacity of not less than 100 litres for the disposal of garbage or other waste. Bulky waste must be disposed of, off the building at the Lessee's own expense.
25. In the event of the non-observation by the Lessee of any of the conditions of the present agreement, the Lessor may by notice require the Lessee to comply with the said conditions within eight (8) days. Should the default continue at the expiry of the delay, the Lessor shall have the right to cancel the present agreement and obtain the eviction of the Lessee without prejudice to any other remedy open to them including claims in damages.
26. The prospective Occupier shall submit a **bid security**, the quantum of which shall be **Rs 10,000** per block quoted, either in the form of an original bank guarantee or a bank/office cheque. The said sum will be refunded after the award of the contract and the signing of the contract document. The bidder whose offer is accepted and is issued a letter of award fails to pay the agreed sum and sign the contract for the right of occupation within the specified period shall have the bid deposit forfeited and the offer withdrawn with immediate effect.

THE GRAND PORT DISTRICT COUNCIL

INSTRUCTIONS TO BIDDERS

- (a). “The bidder should provide accurate information on any conviction by any Court of Law for fraudulent or corrupt or collusive or coercive practice as hereunder:-
- (i) Whether the bidder be it a person or a company has been convicted of any offence;
 - (ii) Whether the person managing/representing the company making the bid has been convicted;
- or
- (iii) Whether any other company managed/represented by that person has been convicted.

Any such conviction against the bidding company or person managing/representing the bidding company or any other company managed by that person managing/representing the bidding company may result in the rejection of the bid. Non-disclosure of such information may also result in the rejection of the bid”

- (b) The Council may terminate the Contract, by giving not less than seven (7) days written notice of termination to the Contractor after the occurrence of any of the events specified in sections (i) and (ii) hereunder:
- (i) if the Occupier, in the judgement of the Council has engaged in any corrupt or fraudulent or collusive or coercive in competing for or in executing the Contract; and
 - (ii) if the Council becomes aware during the execution of the contract that the Contractor did not disclose that he or his Successors were under a declaration of ineligibility for corrupt or fraudulent or collusive or coercive practice issued by any international funding agency.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or on contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the purchaser/employer, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser/employer of the benefits of free and open competition.

“collusive practice” means a scheme or arrangement between two or more bidders designed to influence the action of any party in the procurement process or affect the execution of the contract; and

“coercive practice” means harming or threatening to harm directly or indirectly, person or their relatives or their property to influence their participation in the procurement process, or affect the execution of the contract.

THE GRAND PORT DISTRICT COUNCIL

SUBMISSION OF BIDS

1. Documents to be submitted:-

- (a) The prescribed Bid Submission Sheet, duly filled in (*Page 10*)
- (b) Copy of Identity Card
- (c) Business Registration Card
- (f) Certificate of Incorporation (in case of a company)
- (g) A Bid Security of the value of Rs 10,000/- for each block quoted, shall be submitted with the bids either in the form of an office/bank cheque or an original bank guarantee (as per enclosed format at Page 11) from a Local Commercial Bank *registered with Bank of Mauritius/Financial Services Commission* which shall be valid for a period of 90 days as from closing date.

Bids received without the bid security shall not be considered.

Note:- *Successful bidders who fail to sign the contract agreement at the prescribed date and time as requested by the Council and effecting the relevant yearly payment and deposit shall have their bid security forfeited.*

- 2. Please note that the Bids in sealed envelopes addressed to ***The Chief Executive of The District Council of Grand Port*** should be deposited in the Bid Box found at the Registry, Administration Department, Royal Road Rose Belle, **at latest on Friday 11 November 2022 by 13 hrs.**
- 3. Bidders are strongly advised to mention the nature of activity they wish to carry out within the said commercial unit.
- 4. Bidders must quote only once in respect of each of the units/blocks.
- 5. **SITE VISITS.**
- 6. Prospective bidders may visit the premises prior to submission of their bids on **Monday 31 October 2022 as from 10 hrs to 11.45 hrs before the submission of bids.**
- 7. **THE COUNCIL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BID AND SHALL NOT ASSIGN ANY REASON THEREOF.**
- 8. **KINDLY NOTE THAT BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE ACCEPTED.**

THE GRAND PORT DISTRICT COUNCIL

RIGHT OF OCCUPATION OF COMMERCIAL UNITS AT ROSE BELLE MULTIPURPOSE COMPLEX

Ref:- 'EOI/DCGP/04/2022'

BID SUBMISSION SHEET

1. (a) Name of bidder: (b) Name of representatives in case of an organisation or company:			
2. National Identity Card Number/Bidder/Representative:-:			
3. Residing at/Having registered office at (Contact address):			
4. Fax Number:			
5. Tel Number (Mobile)			
6. Tel No. (Office)			
7. Nature and description of Activity to be carried out within the respective block: (a) Block 2:- (b) Block 3:-			
8. Proposed Annual Rental value			
Block	Area	Proposed Annual Rental Value (Rs)	Amount in words
Block 2	72.75 m ²		
Block 3	74..93 m ²		
9. After having taken cognizance of the conditions of the bid documents, I do hereby declare that I agree to the said conditions and submit the monthly bid amount as stated at 8 above. Signature of bidder/Representative:			
10. Seal of organisation (if any)			
11. Date:			

FORM OF BID SECURITY (BANK GUARANTEE)

.....*Bank’s Name and Address of issuing Branch or Office*

Beneficiary: Name and Address of Public Body.....

Date:

ID 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 lease of a commercial unit at the District Council of Grand Port under invitation for Bids No EOI/DCGP/04/2022.

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

At the request of the Bidder, we..... 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 fist 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 your 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 inset date*.....

.....Bank’s seal and authorized signature(s)

