

THE MUNICIPAL COUNCIL OF QUATRE BORNES

EXPRESSION OF INTEREST FOR THE RIGHT OF OCCUPATION OF BELLE ROSE COMMERCIAL BUILDING

The Municipal Council of Quatre Bornes
Town Hall Building
St Jean Road
Quatre Bornes

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THE MUNICIPAL COUNCIL OF QUATRE BORNES

EXPRESSION OF INTEREST (EOI/01/2021)

**FOR THE RIGHT OF OCCUPATION OF BELLE ROSE COMMERCIAL
BUILDING (OPPOSITE QUALITY BEVERAGES LTD)**

The Municipal Council is inviting **Expression of Interest** for the right of occupation of Belle Rose Commercial Building.

EOI forms duly filled should be addressed in sealed envelopes to the Ag. Chief Executive of the Municipal Council of Quatre Bornes and clearly marked "**Expression of Interest for right of occupation of Belle Rose Commercial Building**".

Expression of Interest should be deposited in the Bid Box at the Registry, Administration Department, Municipal Council of Quatre Bornes, St Jean Road, Quatre Bornes, not later than **13 hrs on Tuesday 30 March 2021**.

EOI should remain valid for a period of **(ninety) 90** days from the closing date.

The conditions and specifications are set out in the bidding documents.

Interested persons may download the bidding documents from the Council's website www.qb.mu or collect the EOI form from the Registry, Administration Department, Municipal Council of Quatre Bornes during office hours.

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 drawn in favour of the Municipal Council of Quatre Bornes should be submitted together with the bid.

The Municipal Council reserves the right to accept or reject any bid.

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

05 March 2021

Form of 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 right of occupation of 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*.....

.....*Bank's seal and authorized signature(s)*.....

THE MUNICIPAL COUNCIL OF QUATRE BORNES

BID SUBMISSION FORM

FOR THE RIGHT OF OCCUPATION OF BELLE ROSE COMMERCIAL BUILDING

Commercial Unit	Area in Square metres (approx.)	Quoted – Monthly Rent (Rs)
No.6	37	

I, Mr/ Mrs/ Messrs.....
In the Case of a company: Name of Company:
Name of Representative:
National Identity Card Number:
Address:
After having taken cognizance of the conditions of the bid document, do hereby declare that I agree to the said conditions and bid for the sum of Rupees ----- ----- per month for Belle Rose Commercial Complex – Commercial Unit No.6
Proposed activity to be carried out by bidder:

Fax Number	
Tel Number (Mobile/ Office)	
Email address	
Date	
Signature of Bidder and seal of company's (if applicable)	

THE MUNICIPAL COUNCIL OF QUATRE BORNES

CONDITIONS FOR THE RIGHT OF OCCUPATION OF BELLE ROSE COMMERCIAL BUILDING

In this document

A. Lessor is The Municipal Council of Quatre Bornes

B. Lessee is the bidder whose offer would be accepted

1. The authorisation for the right of occupation of Belle Rose Commercial Building will be for the period of five years but may be expressly renewed for further periods each not exceeding five years on such terms and conditions including the revision of fee payable at the rate of 10% increase annually on the fees paid for the last year as the Lessor may determine.
2. The tendered sum of the aforesaid right of occupation of the commercial spaces shall be payable on a quarterly basis in advance on the date of signature of contract and by the 5th working day of the ensuing quarter thereafter. Such payment shall be made to the Financial Controller, Finance Department, Town Hall Building, St Jean Road, Quatre Bornes.

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 not without the prior consent in writing of the Lessor be treated as payment of rental 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, assign 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 activities. 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 activities or otherwise. In case of demolition and reconstruction of the outer walls of the premises, Lessor also reserves the right to reduce the size of the Commercial spaces if it is necessary.
7. The Lessee shall seek Lessor's authorisation in writing before carrying out any alteration, renovation or installation in the Commercial space, 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 authorisation of the Lessor. A bank guarantee representing the costs to restore the Commercial space to its original state shall be submitted by the Lessee before effecting any changes/modification to the said Commercial spaces.
8. At the end of this Agreement, any fixtures, fittings, or installations added to the Commercial spaces shall either:
 - a. be left "in situ" in the Commercial spaces, 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 spaces to its original state at his/her own expense.
9. The Lessee shall not carry out his/her activity in the said commercial space until he/she has paid all taxes and dues including the Municipal activities fee where applicable.

(a) 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 neglect 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 or the subject matter of the said forfeiture notice shall be the delay as specified in the latter notice, and if on the expiry of the period specified in 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 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)
 - III. To forfeit the security deposit
 - IV. To claim from the Lessee arrears in rental
 - 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 and fees which the Lessor may incur in enforcing any of its rights herein.

10 (b) Termination

Either party may put an end to the present contract upon mutual agreement before the expiry date, by giving 3 months' notice by registered post to the other party and the liability of either party in respect of early termination of the present contract, shall be limited to the payment of a sum equivalent to 3 months rent, notwithstanding any amount of rent due by the Lessee up to date of vacation of premises, as mutually agreed.

If the Lessee intends to terminate the contract, as mutually agreed, the security deposit will be forfeited by the Lessor and the Lessee should effect a payment of a sum equivalent to 3 months rent, notwithstanding any amount of rent due.

10. The Lessor reserves the rights to cause any Commercial space 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 the Commercial spaces should the Lessor consider it advisable. In the latter case the Lessor will place at the disposal of the Lessee such other Commercial spaces as may be advisable in order to enable him/her to continue his activities.
11. The Lessee shall have no claim to any indemnity, compensation or damages as a result of such alteration, repair or reconstruction.
12. 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 space and remove all articles there from; he/she shall not be entitled to the payment of any indemnity, compensation or damages.
13. 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 three months advance notice to the Lessee of its intention to do so and the Lessee shall thereupon vacate the Commercial space at the appointed date; the Lessee shall not be entitled to the payment of any indemnity, compensation or damages.
14. The Lessee shall comply with all Lessor's Regulations which are in force 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. The Lessee shall be responsible for the good maintenance of the Commercial space allocated to him/her. He/she shall make good at his own costs all damages caused to the Commercial space being occupied by him/her in the exercise of his/her activities.
16. If the Lessee makes use of electricity and water for his/her activities, he/she shall make his own arrangements for electric and water supply at his/her own costs, including the payment of the charges for the electric consumption and water supply, with the approval of Lessor.
17. If the Lessee makes use of telephone and/or fax for his activities, 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.
18. The Lessee shall take appropriate insurances to cover all the liabilities of his/her occupation of the premises and the operation of his/her activities.
19. Throughout the duration of the right of occupation the Lessee shall be responsible for and make good any damage to the Commercial space caused by misuse or the fault of the Lessee or any of his/her employees, customers or visitors.
20. The Lessee shall not-
 - a) Place goods, cases, boxes or other objects in or otherwise obstruct the footpath.
 - b) Keep or stock on the Rented Premises any inflammable, dangerous or noxious substance without the Lessor's prior written authorisation.

Alter, adapt or interfere with the electrical and telecom wiring or installation of the Building in the Commercial space 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.
21. 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 and except such injury or damage directly caused by any defect in the construction of the Building.
22. The Lessee shall provide a plastic bin of capacity of not less than 50 litres for the disposal of garbage or other waste. Bulky waste must be disposed of off the building at the Lessee's own expense.

23. 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.
24. The prospective bidder shall submit a bid security, the quantum of which shall be Rs 10,000/-, either in the form of an original bank guarantee or a bank cheque. The said deposit will be refunded to unsuccessful bidders without interest after the award of the contract and the signing of the contract document. The bidder whose bid is accepted and is issued a letter of award but fails to pay the agreed sum and signs the contract for the right of occupation within the specified period shall have the bid security forfeited and the offer withdrawn with immediate effect.

THE MUNICIPAL COUNCIL OF QUATRE BORNES

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 bidder, in the judgement of the Council has engaged in any corrupt or fraudulent or collusive or coercive practice in competing for or in executing the Contract; and

(ii) If the Council becomes aware during the execution of the contract that the bidder 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 in 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, persons or their relatives or their property to influence their participation in the procurement process, or affect the execution of the contract.

SUBMISSION OF BIDS

1. A Bid Security of the value of Rs.10,000/- **shall be submitted with the bid** either in the form of an **office/bank cheque** or an original bank guarantee(as per enclosed format) from a **Local Commercial Bank which shall be valid for a period of 90 days as from the closing date of the invitation of bid. BIDS RECEIVED WITHOUT THE BID SECURITY SHALL NOT BE CONSIDERED.**
2. Successful bidder who fails to sign the contract agreement at the prescribed date and time as requested by the Council and effecting the relevant payment and deposit shall have their **bid security forfeited.**
3. Please note that the Bids in sealed envelopes addressed to the Ag.Chief Executive of the Municipal Council of Quatre Bornes should be deposited in the Bid Box found at the Registry, Administration Department, 1st floor, Town Hall St Jean Road, Quatre Bornes **not later than 13 hrs on Tuesday 30 March 2021.**

4. **Site Visits**

Prospective bidders are advised to visit the site prior to submission of bids.

In this context, site visits have been scheduled on the following days and time:

1. **Thursday 18 March 2021 - 10.00 am – 10.30 am**
2. **Thursday 25 March 2021 – 10.00 am – 10.30 am**

Meeting Place: Administration Department, 1st Floor, Town Hall Building.

5. Contact Persons: Office Superintendent on 4543863 or Ag. Chief Welfare Officer on 4548054.

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

THE COUNCIL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BID.