

## Procurement Reference No. 59 of 2024 / 2025

#### **BIDDING DOCUMENT**

#### **INVITATION TO BID**

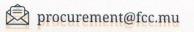
#### **PROJECT:**

## SUPPLY AND FIXING (LAYING) OF SPC FLOORING IN OFFICE BUILDING AT FCC HEADQUARTERS

SITE VISIT (COMPULSORY): 16 April 2025 at 10.00 hours.

DEADLINE FOR SUBMISSION OF BIDS: 23 April 2025 by 14.00 hours







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## **ACRONYM**

- 1. FCC Financial Crimes Commission
- 2. ITB Invitation To Bid
- 3. ITB Instructions To Bidders



## **SECTION I**

FCC/CSD/406/76

8 April 2025

Dear Sir/Madam

#### **Invitation To Bid**

## Procurement Reference No. 59 of 2024 / 2025

## Supply and fixing (Laying) of SPC Flooring

The Financial Crimes Commission (FCC) invites sealed bids from qualified Contractors for the supply and fixing (laying) of SPC flooring in office building **at** the FCC Headquarters, Réduit Triangle, Moka.

Bidding documents are available for download on FCC website (<u>www.fcc.mu</u>) and can also be collected from the FCC Headquarters, Réduit Triangle, Moka, as from 8 April 2025.

Bids containing proposals in sealed envelopes clearly marked 'Supply and fixing (laying) of SPC floorings" and addressed to the Acting Director, Corporate Services Division, should be deposited in the Tender Box located at the Reception Desk on Ground Floor, FCC Headquarters, Réduit Triangle, Moka, on or before 23 April 2025 by 14.00 hours at the latest. Bids submitted after the specified deadline shall not be considered.

Yours faithfully

D. Ramjeeawon

For Acting Director,

**Corporate Services Division** 

#### **SECTION II**

## **INSTRUCTIONS TO BIDDERS (ITB)**

#### 1.0 Introduction

The FCC invites eligible local contractors to submit their bids for the works described hereunder.

The works to be carried out are as follows:

- (i) Supply of new SPC Flooring.
- (ii) Removing existing laid tiles
- (iii) Fixing (Laying) of new SPC flooring
- (iv) This scope of work covers the removing of damaged tiles, supply, and Fixing (laying) of SPC flooring in office spaces of the FCC building, ensuring a durable, aesthetically pleasing and properly finished floor surface.

#### 2.0 Clarifications

Clarifications, if any, should be addressed to the Assistant Director, Corporate Services Division, Financial Crimes Commission (FCC) Headquarters, Réduit Triangle, Moka.

The FCC shall respond to such request at least seven (7) days prior to the deadline set for submission of bids.

3.0 Bidders are advised to carefully read the complete bidding document, including the conditions of contract, before preparing their bids.

## 4.0 Validity of Bids

The bid validity period shall remain valid for a period not exceeding **90 days** from the deadline of submission of bids.

If prior to the expiry of the validity period of bids, the FCC considers that additional time is required to complete all steps and notify an award, the FCC shall request all bidders to extend the bid validity period for a period not exceeding the initial validity period.

In exceptional circumstances, the FCC 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.

## 5.0 Works completion period

The intended completion period for the supply and fixing (laying) of SPC flooring is within one [1] month from the date of instruction to start of work.

## 6.0 Site Visit (Compulsory)

Bidders or their designated representatives are invited to attend a site visit on 16 April 2025 at 10.00 hrs at the FCC.

The purpose of the site visit shall be to take measurement of the site, take cognizance of the works to be carried out, clarify issues and to answer questions on any matter that may be raised at that stage.

#### Measurement

The Contractor should take all necessary measurements during the site visit. The FCC shall not consider any claim for extra cost due to lack of information.

#### 7.0 Submission of Bids

A bid shall be submitted in writing, duly signed and in a sealed envelope and addressed to the Acting Director, Corporate Services Division.

The bid should be deposited in the Tender Box located at the Reception Desk on Ground Floor, FCC Headquarters, Réduit Triangle, Moka, on or before 23 April 2025 by 14.00 hours at the latest.

## 8.0 Opening of bids

Every bid shall be opened at the FCC Headquarters, Réduit Triangle, Moka, <u>on or 23</u>

April 2025 by 14.00 hours.

#### 9.0 Rejection of late bids

A Bid received by the FCC after the deadline for the submission of bids shall not be opened and shall be returned to the bidder.

The date and time of arrival of any late bid shall be noted in the report of the procurement proceedings.

#### 10. Examination and evaluation of bids

The FCC may seek clarification during the examination of bids from any bidder to facilitate evaluation, but it shall neither ask nor permit any bidder to change the price or substance of his bid.

Every bid will be evaluated according to the criteria and methodology set out in the bidding documents and the evaluated cost of each bid shall be compared with the evaluated cost of other bids to determine the lowest evaluated bid.

## 11.0 Eligible bidders

To be eligible to participate in this bidding exercise:

- (a) Bidders should be registered contractors.
- (b) Not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up.
- (c) Not have had your business activities suspended.
- (d) Not be under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission.
- (e) Not have a conflict of interest in relation to this procurement requirements and
- (f) Have a Business Registration Card.

#### 12.0 Content of bid

The Bid should comprise the following:

- (a) duly filled and signed Bid Submission Form (Section III).
- (b) duly filled and signed Technical Specifications and Compliance Sheet (Section V).
- (c) duly filled and signed Price Activity Schedule (Section VI).
- (d) Valid Registration certificate, as applicable.
- (e) Signed Current Standing Form (Section IX)
- (f) duly filled and signed Guarantee Form (Section VIII).
- (g) Customers' reference.
- (h) Company's profile.

#### 13.0 Prices and Currency of Payment

Bidders should quote for the whole work. Prices for the execution of works shall be quoted and fixed in Mauritian Rupees. Items for which no rate is entered into by bidders, shall not be paid for by the FCC when executed and shall be deemed covered by the other rates and prices.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the work, and shall include all duties. The whole cost of performing the work shall be included in the items stated and the cost of any incidental work shall be deemed to be included in the prices quoted. Bidders are required to submit their bid prices inclusive of VAT.

## 14.0 Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration in the Bid Submission Form.

## 15.0 Conduct of bidders and Suppliers

A supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducement, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.

A supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process or affect the execution of a contract.

A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, established bid prices at artificial non-competitive levels or otherwise deprive the FCC of the benefit of free and open competition.

The FCC shall reject a bid if the bidder offers, gives, or agrees to give an inducement and promptly notify the rejection to the bidder concerned.

#### 16.0 Samples

Bidders **shall submit samples** of the SPC Flooring together with their bids on date of submission of their bids indicating thickness and make.

#### 17.0 Award of contract

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the works shall be selected for award of contract. The award of contract shall

be by issue of a Letter of Acceptance in accordance with terms and conditions contained in General Conditions of Contract.

## 18.0 Notification of Award and Debriefing

Prior to the expiration of the period of bid validity, the FCC should notify the selected bidder of the proposed award and accordingly notify the unsuccessful bidders. The FCC should promptly respond to the requests for debriefing made by unsuccessful bidders within 30 days from the date of notification of award.

## 19.0 Rights of the FCC

The FCC reserves the right to accept or reject any bid, to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder(s).

## **SECTION III**

## **BID SUBMISSION FORM**

		Date :
		Bid's Reference No.:
		Procurement Reference No
	We have exa	amined and have no reservations to the Bidding Documents, including
(b)	We offer to e	execute in conformity with the Bidding Documents the following works:
(c)	The total pri	ce of our Bid including VAT is Rs
(d)	bid submissi	l be valid for a period of(90) days from the date fixed for the on deadline in accordance with the Bidding Documents and it shall remain n us and may be accepted at any time before the expiration of that period.
(e)	Declaration therein, if re	onfirm that we have read and understood the content of the Bid Securing attached hereto and subscribe fully to the terms and conditions contained equired. We understand that non-compliance to the conditions mentioned disqualification.
(f)		accepted, we commit to submitting a Performance Security in accordance ding Document.
(g)		affiliates or subsidiaries, including any Subcontractors or suppliers for he contract, has not been declared ineligible under the laws of Mauritius.
(h)	in any type o	en steps to ensure that no person acting for us or on our behalf will engage of fraud and corruption as per the principles described hereunder, during process and contract execution:
	i.	We shall not, directly or through any other person or firm, offer, promise or give to any of the FCC's employees involved in the bidding process or the execution of the contract or to any third person any

material or immaterial benefits which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii. We shall not enter with other bidders into any undisclosed agreement or understanding whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence, and appropriate actions will be taken against such Bidders

- (i) We understand that this Bid, together with the Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid you may receive; and
- (k) If awarded the contract, the person named below shall act as Contractor's representative:

Name:	••••••
In capacity of:	
Signed:	
Duly Authorised to sign the Bid for and on behalf of:	
Name of Directors/Shareholders of the Company:	
Date:	
Seal of Company:	

#### APPENDIX TO BID SUBMISSION FORM

#### BID SECURING DECLARATION

By subscribing to the undertakings of the Bid Submission Form:

I/We accept that I/we may be disqualified from Bidding for any contract with **FCC** for the period of time that may be determined by the **FCC**, if I am/we are in breach of any obligation under the Bid conditions, because I/we:

- (a) have modified or withdrawn my/our bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (a) have refused to accept a correction of an error appearing on the face of the bid; or
  - (c) having been notified of the acceptance of our bid during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful Bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

Name	Signature	
Position	Date	
Name of Compan	Telephone/ Fax/E-mail	
Address	Company Seal	

#### **SECTION IV**

#### **SCOPE OF WORKS**

## Scope of work for fixing (laying) of SPC Flooring in Office Building

## 1.0 General Scope

This scope of work covers the removing of damaged tiles, supply, and fixing (laying) of SPC flooring in office spaces of the FCC building, ensuring a durable, aesthetically pleasing and properly finished floor surface.

## 2.0 Work description

- (i) Inspect the subfloor to ensure it is clean, dry and level before fixing.
- (ii) Remove any debris, dust, or existing flooring material as required.
- (iii) If necessary, apply a self-level compound to ensure a smooth and even surface
- (iv) Ensure the subfloor moisture levels are within the recommended limits.
- (v) Removal of existing furniture and refix after fixing (laying) of SPC flooring.
- (vi) Removal of existing doors and making of good (if applicable).

## 3.0 Material Supply

- (i) Supply high- quality SPC flooring as per approved specifications (thickness, colour, and finish).
- (ii) Provide underlayment (if required) for extra cushioning, sound absorption and moisture resistance.
- (iii) Include if necessary accessories like skirting, transition strips, and adhesive (if applicable)

## 4.0 Fixing (Laying) of SPC Flooring

- (i) Follow the approved layout and fixing method (floating, interlocking or adhesive based)
- (ii) Ensure proper alignment and staggering of planks for a seamless appearance.

- (iii) Leave expansion gaps along the wall as per recommendations.
- (iv) Cut and fit the plank neatly where necessary.

## 5.0 Finishing and Cleaning

- (i) Install skirting or edge trims as required.
- (ii) Ensure all joints and edges are properly sealed.
- (iii) Remove excess materials, debris and dust after fixing.
- (iv) Conduct final cleaning and handover the completed flooring for inspection.
- (v) carting away all waste (including cleaning of floor).

## 6.0 Safety and Compliance

- (i) Follow all workplace safety protocols during fixing.
- (ii) Use appropriate PPE (Personal Protective Equipment) for workers.
- (iii) Dispose of waste material responsibly

## 7.0 The locations and areas for the fixing (laying ) of SP flooring are as follows:

- (i) Location 1- First floor Area 21.1 (m 2) approximately.
- (ii) Location 2- Second floor Area 18.1 (m 2)- approximately.
- (iii) Location 3- Second floor Area 18.5 (m 2)- approximately.
- (iv) Location 4- Second floor Area 35 (m 2)- approximately.
- (v) Location 5- Third floor Area 45.1(m 2) approximately.
- (vi) Location 6- Third floor Area 10.7 (m 2) approximately.
- (vii) Location 7- Third floor Area 11.5 (m 2) approximately.
- (viii) Location 8- Fourth floor Area 38.1 (m 2) approximately.
- (ix) Location 9- Fourth floor Area 35 (m 2)- approximately.

# SECTION V TECHNICAL SPECIFICATIONS AND COMPLIANCE / PROPSAL SHEET

Requirements	Specifications	Compliance / proposal
Thickness of SPC covering	Min 6.5 mm thickness with underlayer (please specify thickness)	j.egiss.e
Underlayer (protecting coating) thickness	Min 0.5 mm	
Core composition and density of SPC flooring	specify	
Surface texture of SPC flooring (smooth, wood gain etc)	specify	
SPC flooring	Colour finish to be Teak /Oak	
PVC Skirting	Height – at least 80 mm	
Stain resistant	Yes	,
Subfloor preparation including levelling	Level with around 3 mm	
Underlayment	Yes Underlayment for uneven surface or noise reduction	
Fixing method	Specify	
Adhesive ( if required)	Specify	
Material compliance	SPC Flooring must be according to standard Specify standard	
Cleaning of site after completion of works	Yes	

Expected project		
duration and	One (1) month	
completion period		
Warranty and	2	
maintenance	2 years	
Durability	Yes	

Technical Specifications and Compliance/ proposal Sheet Authorized by:

Bidder's Signature :
Name:
Position
Date

## SECTION VI PRICE ACTIVITY SCHEDULE

Item No.	Description	Total Area ( in square feet or square meters)	Total Price (including VAT) MUR
1	Supply and fixing (laying) of SPC Flooring		
2.	Additional Services needed (e.g. old flooring removal, floor levelling, skirting fixing, carting away of all waste (including cleaning of floor)		
3	Total costs in figures		
4	Total costs in words:		

Name	Signature	E ELDERT OCH ET LEVY SENSE
Position	Date	
Name of Company	Telephone/ Fax/E-mail	
Address	Company Seal	

#### SECTION VII

#### GENERAL CONDITIONS OF CONTRACT

## 1.0 Contract Agreement

The documents forming the Contract shall be interpreted in the following:

- (i) The Agreement.
- (ii) Letter of Acceptance
- (iii) Contractor's Bid
- (iv) General Conditions of Contract
- (v) Technical Specifications

## 2.0 The Works to be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and should complete the work within one (1) month from the date of instruction to start of work.

## 3.0 Payments

Payment will be made after completion of the waterproofing work and submission of an invoice.

#### 4.0 Advance Payment

The FCC shall make Advance Payment to the Contractor of the amount of **10**% of the Contract Price against provision by the Contractor of an Unconditional Bank Guarantee in a form acceptable to the FCC. The Guarantee shall remain effective until the advance payment has been repaid. Interest shall not be charged on the advance payment.

## 6.0 Retention money

The FCC shall retain 5% of the contract amount as retention money which shall be released **after six (6) months** from the date of completion of the project.

## 7.0 Liquidated damages for non-Performance

The Contractor shall pay liquidated damages to the FCC at the rate of Rs 10000 per day, for each day that the Completion Date is later than the Intended Completion Date. The FCC may deduct the liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

## 8.0 Performance Security

The Performance Security shall be provided to the FCC within twenty-eight (28) days of receipt of the Letter of Acceptance and shall be issued in an amount representing 10% of the contract price by a local bank.

The Performance Security shall be valid until 21 days from the date of issue of the Defects Liability Certificate. The FCC will return the performance security within 21 days after receiving a copy of the Defect Liability Certificate.

## 9.0 Defects Liability Period

The Defects Liability Period is **twenty-four (24) months**.

Should any defect arise during the contractual period and up to the end of the Defects Liability Period and the Contractor fails to correct the Defect within the time specified in the Project Manager's notice, this shall constitute a breach of the Contractor's obligations under the contract. The Project Manager shall assess the cost of having the defect corrected and recover the money from monies due to the contractor or from the Performance Security.

## 10.0 Confidentiality

The Contractor shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any propriety or confidential information relating to this Contract or the Client's business or operations without the prior written consent of the Client.

#### 11.0 Termination and Breach

(1) Notwithstanding any other enactment –

- (a) the FCC may terminate a procurement contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the FCC interest; and
- (b) upon such a termination, the contractor will be entitled to reimbursement of expenses incurred in the performance of the contract but will not be entitled to recover anticipated profits on the completion of the contract.
- (2) Notwithstanding any other enactment, the FCC or a contractor may terminate a contract where the other party to the contract commit a fundamental breach of contract, as defined in the conditions of Contract.

## (3) Termination for convenience

Where the contract is terminated for convenience, the FCC shall authorise payment for the value of work done,

## 12.0 Fraud / Corruption and Integrity Clause

If the FCC determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the FCC may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 4.

For the purposes of this Sub-Clause:

- "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is

deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

## 13.0 Dispute Settlement

Any dispute arising out of or in connection with the present Contract shall be amicably settled between the parties.

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for arbitration under the applicable law.

## **SECTION VIII**

## **GUARANTEE FORM**

I / We guarantee that the laying of SPC works at FCC shall be of the highest grade and quality
and consistent with the established and generally accepted standards for materials of the
type ordered and shall be in full conformity with the specifications
This guarantee shall be for
Successful supply and fixing (laying) of SPC flooring.
Name:
Signature:
In capacity of: Director of the company
Date:
Seal of Company

#### **SECTION IX**

#### **CURRENT STANDING FORM**

I confirm that the company is eligible to participate in this Bidding exercise and meets the eligibility criteria at paragraph 11.0 of Instructions to Bidders at *Section II* of this bidding documents and that the company:

- (a) Was duly incorporated under the provisions of the Companies Act 2001.
- (b) The name of the company is still on the Register of Companies.
- (c) has paid all fees due and payable.
- (d) is not in receivership.
- (e) is not bankrupt.
- (f) is not in administration,
- (g) is not in the process of being wound up and dissolved.
- (h) The office of the Registrar has not initiated any proceedings to remove the company from the Registrar.

Name:
Signature:
The control of the second control of the second of the sec
In capacity of: Director of the company
Date:
Seal of Company:

#### **SECTION X**

#### **BID CHECK LIST**

## Check list for submission of bids

## (To be filled by bidder)

	(please tick if submitted and cross if not)
(a) Bid Submission Form	
(b) Price Activity Schedule	
(c) Technical Specifications Sheet and Compliance Sheet.	i i samentiane se s
(d) Price Activity Schedule	
(e) Current standing form	
(f) Guarantee form	
(i) Valid Registration certificate	
(j) Company Profile	
(k) Customers' reference details	

**Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be grounds for the Bidder to justify its non-submission of the above-listed documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.