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

Issued on: 7th June, 2019
For

Procurement of

Consultancy Services
For
The Construction a Multi-Purpose Complex
At Riviere du Rempart

Procurement Reference No: ONB 02/19

Project: **CONSULTANCY SERVICES FOR THE CONSTRUCTION A MULTI-PURPOSE COMPLEX AT RIVIERE DU REMPART**

Public Body (Employer):

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Table of Contents

Section 1. Letter of Invitation 3

Section 2. Instructions to Consultants 5

Instructions to Consultants – Data Sheet 25

Section 3. Technical Proposal - Standard Forms 31

Section 4. Financial Proposal - Standard Forms 44

Section 5. Terms of Reference 56

Section 6. Standard Forms of Contract 74

Section 7. Sample Contract for Small Assignment 104

Section 1. Letter of Invitation

Procurement Reference No: **ONB 02/19**

1. The District Council of Riviere du Rempart invites proposals to provide the following consulting services: Construction of a Multi-Purpose Complex at Riviere du Rempart consisting of a multi-purpose area at ground floor and a Multi-purpose hall at first floor. More details on the services are provided in the Terms of Reference.

2. A firm will be selected under **Quality and Cost Based Selection** and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Mauritius.

3. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants (including Data Sheet)
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract
   Section 7 – Sample Contract for small assignment lump-sum basis

4. (a) Consultants operating in the construction sector have a statutory obligation to be registered with the Constructions Industry Development Board (CIDB) of Mauritius.

   (b) Subject to paragraph (e), Foreign consultants as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to submitting proposals for this project. If the contract is awarded to a foreign consultant the latter shall have to apply for and obtain a Temporary Registration before starting the project.

   (c) Consultants whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to submitting proposals for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.

   (d) Sub-consultants undertaking assignments on behalf of main consultants are also subject to registration as applicable to consultants.

(e) Paragraph (b) shall not apply to Consultants who have been providing consultancy services during the last 10 years, preceding 01 March 2017 in the CONSTRUCTION INDUSTRY; and where at least two thirds, or such other percentage as may be prescribed, of the total number of their employees are citizens of Mauritius.

(f) A Foreign consultant referred to in paragraph (e) shall, for the purpose of registration, make an application with the CIDB and obtain a valid registration certificate prior to bidding for this project.

(g) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

Section 2. Instructions to Consultants

Table of Contents

Definitions 6
1. Introduction 7
   Fraud and Corruption 9
   Eligibility 12
   Eligibility of Sub-Consultants 13
   Origin of Goods and Consulting Services 13
   Only one Proposal 13
   Proposal Validity 14
2. Clarification and Amendment of RFP Documents 14
3. Preparation of Proposals 14
   Technical Proposal Format and Content 16
   Financial Proposals 18
   Taxes 18
4. Submission, Receipt, and Opening of Proposals 19
5. Proposal Evaluation 20
   Evaluation of Technical Proposals 20
   Financial Proposals for QBS 20
   Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS) 20
6. Negotiations 22
   Technical negotiations 22
   Financial negotiations 22
   Availability of Professional staff/experts 22
   Conclusion of the negotiations 23
7. Award of Contract 23
8. Confidentiality 24
9. Debriefing 24

Instructions to Consultants

Definitions

(a) "Client" means the Public Body with which the selected Consultant signs the Contract for the Services.

(b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "**Data Sheet**" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

(e) "Day" means calendar day.

(f) "Government" means the government of the Republic of Mauritius.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client.

(i) "PPO" means the Procurement Policy Office of Mauritius

(j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Mauritius; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Mauritius.

(k) "Proposal" means the Technical Proposal and the Financial Proposal.

(l) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants following short listing and includes inviting proposals through Open Advertised Bidding method.

(m) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(n) "Sub-Consultant" means any person or entity with whom the

Consultant subcontracts any part of the Services.

(o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the **Data Sheet**.

1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6 The Government of the Republic of Mauritius requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 "Deleted"

Fraud and Corruption

1.7 It is the policy of the Government of Mauritius to require Public Bodies, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.[1] In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth

[1] In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[3];

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[4];

(iv) "coercive practices" 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[5];

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially the Client's 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

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.

(b) will reject a proposal for award if it determines that the

[2] "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

[3] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

[4] "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

[5] "Party" refers to a participant in the selection process or contract execution.

consultant 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;

(c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, 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 sub-consultant[b], sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

1.7.2 Consultants and public officials shall be also 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) : *ppo.govmu*.org.

1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

1.7.4 The Clients 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 proposal 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 the Clients 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 authority(ies)and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

[b] A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant's proposal for the particular services; or (ii) appointed by the Client.

Eligibility

1.8 Consultants participating in this selection process shall ascertain that they satisfy the eligibility criteria mentioned hereunder.

1.8.1 (a) In accordance with CIDB Act 2008, Consultants currently operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.

(b) Subject to paragraph (e), Foreign consultants as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to submitting proposals for this project. If the contract is awarded to a foreign consultant the latter shall have to apply for and obtain a Temporary Registration before starting the project.

(c) Consultants whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to submitting proposals for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.

(d) Sub-consultants undertaking assignments on behalf of main consultants are also subject to registration as applicable to consultants.

(e) Paragraph (b) shall not apply to Consultants who have been providing consultancy services during the last 10 years, preceding 01 March 2017 in the CONSTRUCTION INDUSTRY; and where at least two thirds, or such other percentage as may be prescribed, of the total number of their employees are citizens of Mauritius.

(f) A Foreign consultant referred to in paragraph (e) shall, for the purpose of registration, make an application with the CIDB and obtain a valid registration certificate prior to bidding for this project

(g) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

1.8.2 (a) A firm or individual that has been sanctioned by the Government of the Republic of Mauritius in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Procurement Policy Office.

(b) A consultant that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(c) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*.

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Eligibility of Sub-Consultants 1.9 "Deleted"

Origin of Goods and Consulting Services 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

(i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or

(ii) by an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal 1.11 Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.

Proposal Validity

1.12 The **Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.

(b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies.

In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

For a Joint Venture to qualify for this assignment the lead member of the Joint Venture shall individually satisfy the experience criteria related to this assignment as defined by the Client.

The Client shall not require Consultants to form associations with any specific firm or group of firms or include any particular individual in their proposals, but may encourage association with qualified national firms.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be

claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should

be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.
The Client will indicate the contact details of the Mauritius Revenue Authority in the Data Sheet to facilitate the Consultant from obtaining the relevant information in this respect. The Client shall also provide information in respect of taxes deductible at source if any on the fees payable to the Consultant.

3.8 Consultants, other than Mauritian nationals, may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in Mauritian Rupees if so indicated in the **Data Sheet**.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement reference number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE ----------** The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.

5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Mauritian Rupees using the selling rates of exchange issued by the Bank of Mauritius, prevailing on the deadline for submission of proposals.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Mauritius, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or

medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.

7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.

7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.

7.4 In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant

7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal *(publicprocurement.govmu.org)* and the Client's website, the results of the RFP process identifying the:

(i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and

(ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.

7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

8. Confidentiality 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

9. Debriefing 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful consultants are informed about the award, whichever is the case, by following regulation 9 of the public procurement Regulations 2008 as amended.

Instructions to Consultants – Data Sheet

[*Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the Consultants*]

Paragraph Reference	
1.1	Name of the Client: ***The District Council of Riviere du Rempart*** Method of selection: ***Quality And Cost Based Selection***
1.2	Financial Proposal to be submitted together with Technical Proposal: **Yes** *The Financial Proposal and the Technical Proposal should be submitted in separate envelopes. Both envelopes should be placed in an outer envelope, properly sealed and marked as per Instructions to Consultants (Clause 4).* Name of the assignment is: ***Global Consultancy Services for the Construction of a Multipurpose Complex at Riviere du Rempart***
1.3	A pre-proposal conference will be held: **Yes** **Date**: Monday 17th June, 2019 **Time**: **13.30 hrs** **Venue**: ***Council Room,*** ***District Council of Riviere du Rempart Office,*** ***Royal Road,*** ***Mapou*** The Client's representative is: ***The Chief Executive*** Address: ***The District Council of Riviere du Rempart,*** ***Royal Road,*** ***Mapou*** Telephone: **2662095** Facsimile number: **2661405** E-mail: **ceo.rdr@mail.la.govmu.org**

1.4	The Client will provide the following inputs and facilities: ***Site Plan***
1.6.1	The Client envisages the need for continuity for downstream work: ***No***
1.12	Proposals must remain valid 90 days after the submission date, i.e. ***until 5th October, 2019***
1.8.1	**The Client shall not consider a proposal from a Consultant Firm which do not satisfy the registration requirements as spelt out in this clause.**
2.1	Clarifications may be requested not later than 14 days before the submission date. The address for requesting clarifications is: ***The Chief Executive*** Address**:** ***The District Council of Riviere du Rempart,*** ***Royal Road,*** ***Mapou*** Telephone: **2662095** Facsimile number: **2661405** E-mail: **ceo.rdr@mail.la.govmu.org**
3.3 (a)	**Deleted**
3.3 (b)	The estimated number of professional staff-months required for the assignment is: • ***Three (3) Months for Survey, Design, Tests, Clearances, Preparation and Submission of Bid document and Cost Estimates*** • ***Eleven (11) Months Construction Period*** To note that the ***Defects Liability period is 12 months***
3.4	The format of the Technical Proposal to be submitted is: ***FTP***
3.4 (g)	Training is a specific component of this assignment: ***No***

3.6	No expenses shall be reimbursed by the client. (All costs/allowances shall be deemed to be included in the Lump sum price for the assignment quoted by the Consultant) **The Consultant shall include the items mentioned hereunder in its Lump sum price.** (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home, office and, as applicable, outside the Client's country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.
3.7	The contact details are: ***Mauritius Revenue Authority*** ***Ehram Court,*** ***Cnr Mgr. Gonin & Sir Virgil Naz Streets,*** ***Port Louis,*** ***Mauritius*** Tel: +***230 207 5912*** ●Fax: +***230 207 6016*** Email: yamini.rangasamy@mra.mu ●Website: http://mra.mu

3.8	Consultant to state local cost in the national currency: ***Yes*** ***Note: Prices quoted shall be in Mauritian Rupees (MUR)***
4.2	(b)This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature. **Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.**
4.3	Consultant must submit the ***original and two (2) copies of the Technical Proposal, and the original of the Financial Proposal.*** **The Financial Proposal and the Technical Proposal should be submitted in separate envelopes. Both envelopes should be placed in an outer envelope, properly sealed and marked as per Instructions to Consultants (Clause 4).** **All copies of the Technical Proposal and the Financial Proposal should bear page numbers and paragraph references, if any.**
4.5	The Proposal Submission address is: ***The Chief Executive*** ***The District Council of Riviere du Rempart,*** ***Royal Road,*** ***Mapou*** Telephone: **2662095** Facsimile number: **2661405** E-mail: **ceo.rdr@mail.la.govmu.org** Proposals must be submitted not later than the following date and time: Date: 8th July, 2019 Time:13.00 hrs **Proposals should not be sent by e-mail. Proposals sent by e-mail will not be accepted.**

5.2 ***Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are***:

		Points
(i)	Specific experience of the Consultants relevant to the assignment: [*Normally, subcriteria are not provided*]	[10]
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
	a) Technical approach and methodology	[*12*]
	b) Work plan	[12]
	c) Organization and staffing	[6]
	Total points for criterion (ii):	[30]
(iii)	Key professional staff qualifications and competence for the assignment:	
	a) Team Leader	[15]
	b) Architect	[12]
	c) Civil/Structural Engineer	[12]
	d) Mechanical Engineer	[5]
	d) Electrical Engineer	[5]
	e) Quantity Surveyor	[6]
	f) Land Surveyor	[5]
	Total points for criterion (iii):	[60]
	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:	
	1) General qualifications	[*30%*]
	2) Adequacy for the assignment	[*60%*]
	3) Experience in region and language	[*10%*]
	Total weight:	100%
(iv)	Suitability of the transfer of knowledge (training) program: [*Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated, the following sub-criteria may be provided*]	
	a) Relevance of training program	[-]
	b) Training approach and methodology	[-]
	c) Qualifications of experts and trainers	[-]
	Total points for criterion (iv):	[0]
(v)	Participation by nationals among proposed key staff (not to exceed 10 points) [*Subcriteria shall not be provided*]	[0]
	Total points for the five criteria:	100

The minimum technical score St required to pass is: ***70 Points***

5.7	The formula for determining the financial scores is the following: [*Insert either the following formula*] Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. [*or insert another inversely proportional formula acceptable to the Client*] The weights given to the Technical and Financial Proposals are: ***T = 0.8 and*** ***P = 0.2***
6.1	Expected date and address for contract negotiations: **Date:** to be mutually agreed **Location :** ***The District Council of Riviere du Rempart Office,*** ***Royal Road*** ***Mapou***
7.7	Expected date for commencement of consultancy services ***On The Date Of Signature Of The Contract.***

Section 3. Technical Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form 32

Form TECH-2: Consultant's Organization and Experience 34

A - Consultant's Organization 34

B - Consultant's Experience 35

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client 36

A - On the Terms of Reference 36

B - On Counterpart Staff and Facilities 37

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment 38

Form TECH-5: Team Composition and Task Assignments 39

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff 40

Form TECH-7: Staffing Schedule[1] 42

Form TECH-8 Work Schedule 43

Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir/Madam:

(a) We, the undersigned, offer to provide the consulting services for in accordance with your Request for Proposal/Invitation for Proposals (delete as appropriate) dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

(b) We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*][2]

(c) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

(d) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

(e) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.7 of the Data Sheet.

(f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

(i) We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit 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 Consultants 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 proposals or any other actions to restrict competitiveness or to introduce cartelisation 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 consultants.

(g) We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [*Delete in case no association is foreseen.*]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[*Provide here a brief (around two pages) description of the background and organization of your firm/entity and each associate for this assignment.*]

B - Consultant's Experience

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.*]

Assignment name:	Approx. value of the contract (in current US$ or Euro or MUR equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US$ or Euro or MUR equivalent):
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

   _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____**Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

_____

6. **Membership of Professional Associations**: _____

_____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: ____

_____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:_____

_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

_____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: ____ To [*Year*]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[*List all tasks to be performed under this assignment*]	[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*] Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule[1]

N°	Name of Staff	Staff input (in the form of a bar chart)[2]													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field[3]	Total
Foreign																	
1		[*Home*]															
		[*Field*]															
2																	
3																	
n																	
											Subtotal						
Local																	
1		[*Home*]															
		[*Field*]															
2																	
n																	
											Subtotal						
											Total						

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
Part time input

Form TECH-8 Work Schedule

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.*]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.*]

Form FIN-1: Financial Proposal Submission Form.....45

Form FIN-2: Summary of Costs.....47

Form FIN-3: Breakdown of Costs by Activity[1].....48

Form FIN-4: Breakdown of Remuneration[1] (Lump-Sum).....49

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum).....50

Appendix: Financial Negotiations - Breakdown of Remuneration Rates.....51

Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir/Madam:

(a) We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your *Request for Proposal/Invitation for Proposal [delete as appropriate]* dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of the local taxes except VAT.

(b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

(c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below[2]:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

(d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit 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 applicants 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 cartelisation 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 applicants.

(e) We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

Item	**Costs**			
	[*Indicate Foreign Currency # 1*][1]	[*Indicate Foreign Currency # 2*][1]	[*Indicate Foreign Currency # 3*][1]	[*Indicate Mauritian Rupees*
Total Costs of Financial Proposal [2]				

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity[1]

Group of Activities (Phase):[2] _____ _____	**Description:**[3] _____ _____			
Cost component	**Costs**			
	[*Indicate Foreign Currency # 1*][4]	[*Indicate Foreign Currency # 2*][4]	[*Indicate Foreign Currency # 3*][4]	[*Indicate Mauritian Rupees]*
Remuneration[5]				
Reimbursable Expenses [5]				
Subtotals				

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration[1] (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Foreign Staff		
		[*Home*] [*Field*]
Local Staff		
		[*Home*] [*Field*]

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 Indicate separately staff-month rate and currency for home and field work..

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description[1]	Unit	Unit Cost[2]
	Per diem allowances	Day	
	International flights[3]	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel [4]		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2 Indicate unit cost and currency.
3 Indicate route of each flight, and if the trip is one- or two-ways.
4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. *Review of Remuneration Rates*

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) ***Salary***
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) ***Bonus***
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) ***Social Costs***
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is

the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) ***Cost of Leave***

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^{1} = \frac{\textit{total days leave x 100}}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) ***Overheads***

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) ***Fee or Profit***

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

[1] Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

(vii) ***Away from Headquarters Allowance or Premium***

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) ***Subsistence Allowances***

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consulting Firm]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section 5. Terms of Reference

Terms of Reference
(TOR)

Terms of Reference of Project:

The District Council of Riviere du Rempart requires Consultancy Services- for Survey, Design, Supervision, Contract and Project Management by a qualified and experienced firm for the construction of a multipurpose complex (1000-1500m^2) consisting of :

1. A Multi-purpose area at ground floor to house essential/general services and commercial areas deemed appropriate for the inhabitants of Riviere du Rempart and neighbouring areas.
2. A Multi-purpose Hall at First floor for cultural and social activities

The assignment shall consist of the topographical survey of the site, the geotechnical design, the Architectural/Structural/Mechanical & Electrical design of the whole structure, the project cost estimate, the supervision and monitoring of the project during implementation and certification of payment of the project as described under this term of reference.

The Multi-Purpose ground floor shall be dedicated for the relocation of existing essential/general services already being provided in the village of Riviere Du Rempart. Therefore, as part of the assignment, the Consultant shall undertake a survey of the essential/general services/activities that could actually be relocated to the Multi-Purpose Ground Floor area which would relive the traffic influx within the Village.

The consultant shall also cater for the provision of commercial areas in the multi-purpose at ground floor.

The Multi-purpose Hall at First Floor shall be designed with aesthetics concepts for cultural and social activities.

The consultant shall cater for the following in their survey and design:

- The impact of the relocation of the services with respect to the actual traffic flow at the Gandhi Square and the Village of Riviere du Rempart.

- The impact of the entry and exit point of the proposed development with respect to the estimated new traffic generated at Gandhi Square and the Village of Riviere du Rempart

- The traffic management within the proposed development.

- Parking space requirement within the development

The following sustainability principles shall be applied by the consultant:

- Optimize site potential
- Minimize energy consumption
- Protect and conserve water
- Use environmentally preferable products
- Enhance indoor environmental quality, and
- Design to facilitate O&M practices

PROJECT DESCRIPTION

The project will comprise of the construction of a Multi-Purpose complex (1000-1500m^2) in reinforced concrete with a multi-purpose area at ground floor and multi-purpose hall at first floor.

Certain features to constructed using timber and/or galvanized metal frame structure and covered with galvanized pre-painted profile roof sheets adequately sloped.

The Multi-purpose complex will be used for various activities including cultural and sports activities.

The building aesthetics shall be so designed to attract people towards the multi-purpose complex.

1. *MULTI-PURPOSE AREA*

The Multi-Purpose area may consist of the following but not limited to:

- Office of essential services
- Office of general services
- Office for other new activities/services
- Office for District Council Staff
- Commercial areas
- Library- As an optional item (To consider the relocation of Abraham Lincoln Library from Mapou)
- Toilet blocks
- Lift
- Escalator
- Information counter
- Sound system
- TV/Projectors
- Mini recreational areas with seating accommodation.
- CCTV Camera
- Ramp for handicapped

2. *MULTI PURPOSE HALL*

The Multi-Purpose Hall may consist of the following but not limited to:

- Hall for a 500 - 800persons seating capacity
- Stage/Podium at least 1.2m high with decoration
- Two changing rooms with air conditioning near podium with bathroom and toilet facilities.
- Office for administration (Equipped with AC)
- Toilet blocks (male and female including handicapped persons)
- Spectator stand with seats on two sides of the hall with staircase access (optional)
- Store room for tables, chairs and other items
- Kitchen/Catering area
- Dining area

- Openings/glazing/burglar proofing;
- Proper ventilation and AC installations;
- Plumbing works including sanitary wares;
- All electrical + lightings & Lights fixtures (as per norms of requirements for multi-Purpose complex)
- Specific floorings
- Tiled flooring to toilets and all wet areas and common areas;
- Heat insulation
- Sound system
- Public Address System
- CCTV Cameras with connection to the District Council Office
- Safety requirements for fire protection and fire safety of the Mauritius Fire and Rescue Service;
- Generator to cater for the whole electricity usage of the whole complex
- Emergency Exits;
- Access for Handicapped persons
- Two common rooms (With air conditioning option)
- Each common room equipped with toilet and bathroom
- All bathroom to be provided with hot water through solar water heater
- Wastewater disposal system
- Construction of parking (about 100 Vehicles)- Parking area
- Watchman post with toilet and cleaning facilities
- Exterior bathroom/cleaning area for cleaners and yard workers.
- Construction of a green space with lighting and fencing enclosure with seating accommodation.
- Other requirements of a Multi-Purpose Complex not listed but deemed necessary for the project
- Rainwater harvesting installation
- Waterproofing of roof slab

A. DESIGN GUIDELINES

Design, preparation of drawings and specifications as described hereunder but not limited to:

- Survey (including preliminary survey, traffic survey, market research, urban/rural development approach amongst others), Land Surveying, geotechnical investigations/tests and reports.

- Buildings to be designed as per European Norms (British Standards and/or others) and designed to resist cyclonic winds of 300Km/Hr.

- The building is to be in reinforced concrete structure and designed to cater for further addition both vertically and horizontally. The roof to be concrete slab with appropriate slopes. All concrete slabs to receive water proofing treatment as per prescribed standards and specifications.

- Generator room with generator and all accessories for the multipurpose complex

- Electrical and lighting works including necessary connections to the Central Electricity Board network;

- Drainage and Wastewater Disposal Design and their respective structural design

- Lighting design to be of latest version

- Ventilation and air conditioning design

- Site works –wastewater connections, water connections and others;

- Emergency exit systems;

- To cater for the other works, facilities and amenities required for the multi-purpose complex

- The Consultancy services shall also include for preparation of all necessary Land Surveying/ Architectural/Structural/Mechanical/Electrical drawings and other detail drawings for the implementation of the whole project.
- A Master plan with the project description with information of the surrounding land.

NOTE:

The Consultant shall be required to conduct all necessary surveys, and testing for the Multi-Purpose Complex. The Consultant shall also be required to advise on and supervise the necessary all tests to be carried out.

The Complex shall meet the necessary requirements of the Mauritius Fire and Rescue Service and clearance should be sought and obtained from the Fire Services upon completion of the whole project.

The requirements shall be finalized after award of the Consultancy contract and may include other facilities required for a multi-Purpose complex not mentioned above.

SCOPE OF CONSULTANCY SERVICES

I. PLANNING AND DESIGN STAGE

(i). Discuss with the Client with a view to have a clear definition of the objectives and submit a detailed program of works.

(ii). Prepare a master plan of the project as described in the design brief and other requirements as discussed with the client.

(iii). Prepare detailed planning and design of the project including provision for water, wastewater, electricity, firefighting, collection of garbage etc. Location of existing services and recommendations for re-location if necessary.

(iv). Prepare reports relating to Technical issues at design stage.

(v). Consult relevant authorities to ensure that the proposed design comply with all statutory regulations prevailing as well as obtaining guidelines susceptible to improve the overall planning.

(vi). To attend meetings at the Client's Office, on site and at the offices of any related Authority/stakeholder in connection with the project.

(vii). Advise the Client on procedures to be followed for invitations of Bids and arrange.

(viii). Carry out topographical survey and preliminary studies including survey for location of the existing utility services and relocation if required to be incorporated in the design. Advise on tests to be carried out and prepare specifications and bidding document.

(ix). Prepare an E.I.A /P.E.R. report, if required, and ensure that clearance is obtained.

(x). Assess all risks and uncertainties involved and make due allowance for them.

(xi). Discuss with Client on methods proposed.

(xii). Liaise with the Mauritius Rescue and Fire Service for their inputs/requirements for the project and same to be incorporated in the design.

(xiii). Design and Implementation to be done taking into consideration Building Control Act 2012, and other relevant acts and regulations including measures for Fire certificate etc.

(xiv). Prepare preliminary design for clients' approval after collection of brief, carrying out detailed survey of the existing site and facilities and submission of report; 3-d presentation of the proposed scheme may be envisaged.

(xv). Liaise and/or apply to service authorities such as CWA, CEB, WMA, Mauritius Telecom, Government Fire Services and other relevant authorities to ensure that the proposed design comply with all statutory regulations prevailing in this country and to obtain their clearances as may be required.

(xvi). Advise the client on the necessity for structural tests, laboratory tests, in-situ test, analysis and/or other investigations as are required to determine on the basis of technical and economic criteria the appropriate measures to attain the objectives of the project.

The consultant is required to carry out project presentations (3D) during the design stage

II. *TENDERING STAGE*

Note: The order of the following activities may vary according to circumstances.

(i) Advise the Client on most efficient method to proceed to achieve optimum results in terms of cost, time of construction and quality.

(ii) Prepare report and recommendation for Client's approval as required.

Prepare Bid Documents comprising of the following but not limited:

(a) Architectural drawings and details.

(b) Engineering drawings and details.

(c) Bills of Quantities.

(d) Specifications.

(e) Conditions of Contract, Model Form of Agreement etc.

(f) Other document forming part of bid document/bid exercise

(iii) Prepare Form of Guarantee, Instructions to Bidders, etc.

(iv) Prepare Draft Invitation Letter to Bid and advise the Client on queries or additional information/clarifications sought by Bidders as required.

(v) To assist in bid evaluation. Carry out detailed analysis and appraisal of all Bids and make recommendations to Client, in the latter's best interest.

(vi) Prepare Draft Letter of Award for the appointment of Contractors.

(vii) Prepare Contract Document for Signature.

(viii) Attend pre-bid and site visits as may be required.

(ix) The Consultant shall attend meetings with the regulatory bodies regarding procurement and other matters.

NB: Consultant shall be required to rework the cost estimates, drawings, design and tender documents and so on until a successful contractor is awarded the contract for construction. No extra payment shall be claimed by the consultant as the reworking costs are deemed to be included in the consultant's bid price.

III. *PROJECT CONTROL*

Construction, Completion and Commissioning

A. Documentary

1. Ensure good record keeping – drawing register, daily site diary, minutes of meeting.

2. Prepare and issue additional working drawings as required for variations requested by Client or to improve certain details in drawings submitted by Contractor. Issue instructions to Contractor and prepare "as-built" drawings, operating and maintenance manuals, specifications, etc.

3. Make regular progress reports to the Client and ensure that out-standing decisions are made to meet the requirements of the project and that materials and plant equipment are pre-purchased/ordered in good time and check progress of manufacture.

4. Check and certify promptly the Contractor's monthly measurements for payment by Client and maintain efficient financial control.

5. Supervision of works, certification of payment to Contractors and management of construction contracts.

6. Issue all necessary Variations Orders to the Contractor in writing **after approval of Client**.

7. Agree an up-to-date program and monitor progress of work incompliance with program of works and specifications. Identify and solve problems and report to Client.

8. Collaborate with the Contractor in regard to all aspects of planning the work, in the Client's best interest.

9. Liaise with the authorities and other institutions to seek approval of design of services.

10. Seek approval for any permit if necessary.

11. Prepare Agenda for Meetings, chair site meetings, take minutes of meeting and distribute to all involved parties.

12. The consultant to ensure that the conditions of the works contract are implemented/ complied to.

13. The Consultant to ensure that all necessary insurances, securities and clearances have been obtained and same are compliant with requirements. The consultant shall monitor the validity of insurance cover and other securities required on a regular basis and shall take appropriate actions for timely renewal of same.

14. To examine and assess claims from contractors for extension of time and other matters relating to construction contracts and to make appropriate recommendations to clients.

15. **All deliverables/reports/drawings, etc. should be submitted in hard copies and soft copies in the format of AutoCAD, PDF and Word Document as required by the council. (Including full design calculations as certified by Civil/Structural Engineer, Detailed Engineering drawings as certified by Architect, Structural Drawings as certified by Civil/Structural Engineer, Land Surveyor's reports and plans, duly certified specifications amongst others). The number of copies required will be communicated by the Client.**

B. ***Works***

1. Check and supervise every aspect of the work at the correct time and ensure that it is in accordance with design, Specifications and drawings as to line, level and architectural and structural details and conform to the bid documents. Also ensure compliance of all materials and workmanship to Specifications and good practice.

2. Check all construction methods including temporary works particularly for Health and safety and other aspects and advice/instruct the contractor accordingly.

3. Hold regular site meetings to monitor and review progress of works and take necessary remedial measures, if required.

4. Check and approve setting out of the works generally.

5. Design small items as necessary and issue supplementary drawings based thereon for efficient/improved utilization of premises.

6. Maintain good working relation with Contractors.

7. Advise on spending of Provisional items in the Bill of Quantities and issue instructions to this effect after approval of Client.

8. Issue quick, consistent decisions, as required.

9. Co-ordinate the work of all Contractors on site where there are more than one.

10. Establish quality control procedures for both material control and construction inspection.

11. Planning, programming and managing of project.

12. Ensure effective and efficient utilisation of resources.

13. Interpret Specifications and advise Client as required.

14. Upon occurrence of unforeseen circumstances, the consultant shall prepare and submit special reports as quickly as possible reporting on remedial measures, associated costs and contractual implications.

15. The Consultant shall submit additional reports on ad-hoc basis and relating to any specific matter relating as and when required by the Client. All reports shall be submitted in a format as required by the Client.

16. Landscaping

C. *Cost Control*

1. Prepare a budget and program for Client.

2. Ensure a constant monitoring and cost control throughout the duration of the Contract. Report to Client regularly and seek written approval of Client before issuing instructions for any Variations or expenditure of Provisional Sums or Contingencies in Contract.

3. Establish a working procedure for monthly measurement and certify the Final Account on behalf of Client.

4. Meet or beat cost within the budgeted project cost.

5. On completion of Final Account including the settlement of any Claims or other matter which may have arisen in the course of the Contract, submit Report to Client on the financial outcome of the Project.

6. Should there be any delay in effecting payment to the contractor due to non-compliance of the required provisions by the consultant and for which interests' claims are submitted by the contractor, the client shall make necessary deductions from fee payments due to the consultant in order to recover the cost of the interest claims.

7. Negotiate with the contractor and make recommendations on rates of unscheduled items of works, which may arise.

8. In the event that the projects cost exceeds budgetary provision advise on the course of action for the implementation of the project.

D. ***Legal***

1. Receive due authority from the Client in writing prior to issuing any variations to Contract.

2. Act as a channel for all Claims and disputes and advise Client on such issues.

3. Ensure and take necessary actions so that all necessary wayleaves, access permits, have been obtained at the correct time from the relevant authorities.

4. Ensure that Contractor complies with the major Construction Regulations, Tender Documents and Specifications.

5. The consultant shall comply with the guidelines, recommendations and directives of the Government Authorities responsible for procurement and other matters relating to project implementation. Such directives, recommendations and guidelines shall be duly considered in the preparation of bidding documents and at any stage in the provision of consultancy services

E. Completion and Commissioning

At completion, arrange for the commissioning of the whole project including:-

1. Testing and commissioning of the building and services installation and other outputs of the project.

2. Apply and obtain all tests and statutory certificates including Fire certificate

3. Advise client on best possible methods of exploitation/operation of the project/facilities.

4. Advise client on the maintenance methods and prepare required documents accordingly.

F. ***Maintenance Period***

1. Liaise with Client to carry out monthly site visits and to note any defects that appear during the defects liability period.

2. Inform Contractor of the defects in writing, provide necessary drawings, specifications and instructions and supervise remedial works.

3. Inform Client on successful completion.

4. Liaise with Contractor and Client for Final Handing Over at the end of the "defects liability period".

G. ***Liaison with Client***

i. The project Consultant will report and liaise with the Client or any other representative duly appointed by the Client for the project, and will not issue any instructions concerning Variations or approve any Variations without the prior consent of the Client.

ii. Assist the client in making replies to private notice questions, parliamentary questions, audit queries, attend Public Accounts Committee, Arbitration and any other court proceedings on the project whenever required.

The Terms Of Reference are not exhaustive and the consultants are expected to provide all other services which are generally required for the development of projects of similar nature. All the services needed for the works shall be considered in the consultant's fee.
The Consultant shall be required to provide additional qualified personnel or professionals as may be required to meet the objectives of the assignment. These cost are deemed to be included in the consultant's bid price.

(A) *TECHNICAL PROPOSALS*

Consultant Profile:

- **Team Leader**: Bachelor's Degree in Architecture or Civil Engineering with at least twelve (12) years of professional experience in the relevant field and be registered with the relevant professional body, date of registration and registration number to be indicated. Post Graduate would be an advantage. The latter shall have experience as Team Leader in at least two similar projects.

- **Architect**: Bachelor's Degree in Architecture registered with the Professional Architect Council of Mauritius with a minimum of ten (10) year's post-registration experience, date of registration and registration number to be indicated. The latter should have carried out the design and supervision of at least two similar projects.

- **Civil/Structural Engineer**: Bachelor's Degree in Civil/Structural Engineering registered with the Council of Professional Engineers of Mauritius with a minimum of ten (10) year's post-registration experience, date of registration and registration number to be indicated and having carried out the design and supervision of at least two similar projects.

- **Electrical Engineer**: Bachelor's Degree in Mechanical/Electrical Engineering registered with the Council of Professional Engineers of Mauritius with a minimum of ten (10) year's post-registration experience, date of registration and registration number to be indicated. The latter should have carried out the design and supervision of at least two (2) similar projects.

- **Mechanical Engineer**: Bachelor's Degree in Mechanical Engineering registered with the Council of Professional Engineers of Mauritius with a minimum of ten (10) year's post-registration experience, date of registration and registration number to be indicated. The latter should have carried out the design and supervision of at least two (2) similar projects.

- **Quantity Surveyor**: The Quantity Surveyor shall have at least ten (10) years' experience post professional membership of the Royal Institution of Chartered Surveyors (MRICS) or equivalent as approved by the Professional Quantity Surveyors Council. The Quantity Surveyor should have experience in at least two (2) similar projects.

- **Land Surveyor**: The Land Surveyor shall be holder of a sworn Land Surveyor's Commission with at least ten (10) Years Post commission experience. The latter should have experience in at least two (2) similar projects.

Bidders should submit the following:

Item (i)

- A full C.V. of all the professionals of the firm of professionals forming part of the team, namely Team leader (or Firm), Architect (or Firm), Civil and Structural Engineer (or Firm), Quantity Surveyor (or Firm), Mechanical Engineer (or Firm), Electrical Engineer (or Firm) and Land Surveyor (or Firm). These should include all projects undertaken by each member during the last five years.

The team leader shall be the entity submitting the bid and to be either an Architectural firm or Civil/Structural Engineering firm or any other acceptable firm registered with the relevant Professional Body and to be clearly indicated.

Item (ii)

- An outline of recent experience on assignments/similar projects that have been planned, designed, tendered and commissioned by the bidder / consultant during the last five years.

- Experience in Project Management and/or consultancy services.

- Professional Registration of each member of the team: Professional Architect Council, Council of Registered Professional Engineers of Mauritius, Professional Quantity Surveyor's Council, Land Surveyor's Commission etc.

- Acte de Société/Legal entity of each member of the team.

- Professional Indemnity Insurance from each member of the team.

The above items should be submitted in a big envelope marked "A".

Item (iii)

Any comments or suggestions of the Consultant to plan and to execute the works.

Item (iv)

A description of the manner in which the Consultant would plan to execute the work.

Item (v)

The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).

(B) ***FINANCIAL PROPOSAL***

The financial proposals should be in the form of summary of Contract estimate in the Form FIN-1

Bidders should fill in the Tender Form annexed. This Form should be enclosed and sealed in a small envelope marked "**B"**.

Both sealed envelopes **"A"** and **"B"** should be enclosed in a bigger envelope marked

"Tender Notice No. **ONB/02/19** ***Consultancy Services for Construction of Multi-Purpose Complex at Riviere du Rempart "*** and deposited in Tender Box at Riviere Du Rempart District Council Office, Mapou on **---------- by 13.00hrs at latest.**.

OVERALL PROJECT MANAGEMENT & SUPERVISION OF WORKS

The Consultant shall be responsible for the overall project management & Supervision of the project components which will be constructed.

This will include amongst others;

- Client Liaison
- Liaison with all service providers
- Liaison with all relevant statutory bodies etc.
- Overall inspection, approval of materials to be incorporated in the works, supervision of construction works and handing over of the works.
- Establishing, monitoring and controlling program and budget for all project activities including quality assurance.
- Certification of completion reports as per the contract specifications, designs, supplier's specifications etc.

Section 6. Standard Forms of Contract

This Section contains the following for Lump-Sum Contract:

I. Contract Forms
II. General Conditions of Contract
III. Special Conditions of Contract
IV. Appendices to Contract

Contents

Preface 77

I. Form of Contract 79

II. General Conditions of Contract 82

1. General Provisions 82

1.1 Definitions 82
1.2 Law Governing Contract 83
1.3 Language 83
1.4 Notices 83
1.5 Location 83
1.6 Authority of Member in Charge 83
1.7 Authorized Representatives 83
1.8 Taxes and Duties 84
1.9 Fraud and Corruption 84

2. Commencement, Completion, Modification and Termination of Contract 86

2.1 Effectiveness of Contract 86
2.2 Commencement of Services 86
2.3 Expiration of Contract 86
2.4 Modifications or Variations 86
2.5 Force Majeure 86
2.6 Termination 87

3. Obligations of the Consultant 88

3.1 General 88
3.2 Conflict of Interests 88
3.3 Confidentiality 89
3.4 Insurance to be Taken Out by the Consultant 89
3.5 Consultant's Actions Requiring Client's Prior Approval 89
3.6 Reporting Obligations 89
3.7 Documents Prepared by the Consultant to be the Property of the Client 89
3.8 Accounting, Inspection and Auditing 89

4. CONSULTANT'S Personnel 90

4.1 Description of Personnel 90
4.2 Removal and/or Replacement of Personnel 90

5. Obligations of the Client 91

5.1 Assistance and Exemptions 91

5.2 Change in the Applicable Law Related to Taxes and Duties 91
5.3 Services and Facilities 91

6. Payments to the Consultant 91

6.1 Lump-Sum Payment 91
6.2 Contract Price 91
6.3 Payment for Additional Services 91
6.4 Terms and Conditions of Payment 91
6.5 Interest on Delayed Payments 92

7. Good Faith 92

7.1 Good Faith 92

8. Settlement Of Disputes 92

8.1 Amicable Settlement 92
8.2 Dispute Resolution 92

III. Special Conditions of Contract 93

IV. Appendices 100

Appendix A – Description of Services 100

Appendix B - Reporting Requirements 100

Appendix C - Key Personnel and Sub-Consultants 100

Appendix D - Breakdown of Contract Price in Foreign Currency 100

Appendix E - Breakdown of Contract Price in Local Currency 101

Appendix F - Services and Facilities Provided by the Client 101

Appendix G - Form of Advance Payments Guarantee 101

Preface

1. The Standard Contract consists of four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

2. Lump-sum contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultant are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum contract is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

_____
[name of the Client]

and

_____
[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the "Client") and, on the other hand, *[name* of Consultant*]* (hereinafter called the "Consultant").

[***Note**: If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract;

   (b) The Special Conditions of Contract;

   (c) The following Appendices: [***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*]

   Appendix A: Description of Services ___ Not used
   Appendix B: Reporting Requirements ___ Not used
   Appendix C: Key Personnel and Sub-Consultants ___ Not used
   Appendix D: Breakdown of Contract Price in Foreign Currency ___ Not used
   Appendix E: Breakdown of Contract Price in Local Currency ___ Not used
   Appendix F: Services and Facilities Provided by the Client ___ Not used
   Appendix G: Form of Advance Payment Guarantee ___ Not used

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

_____

[Authorized Representative]

For and on behalf of *[name of Consultant]*

_____

[Authorized Representative]

[***Note****: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Consultant

[name of member]

_____

[Authorized Representative]

[name of member]

_____

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in Republic of Mauritius

(b) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) "Foreign Currency" means any currency other than Mauritian Rupees.

(g) "GC" means the General Conditions of Contract.

(h) "Government" means the Government of the Republic of Mauritius

(i) "In writing" means communicated in written form with proof of receipt.

(j) "Local Currency" means Mauritian rupees.

(k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

(l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) "Services" means the work to be performed by the Consultant

pursuant to this Contract, as described in Appendix A hereto.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

1.2 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Mauritius.

1.3 Language This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Mauritius or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representa-tives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.

For further information, the contact details are as specified in the SCC.

1.9 Fraud and Corruption

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2.6 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.2 (b).

1.9.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

(i) "corrupt practice"[6] 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"[7] 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"[8] 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"[9] is impairing or harming, or threatening to

[6] "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context,

[7] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

[8] "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

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

(aa) 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

(bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.6.

1.9.2 Measures to be Taken

(vi) The Consultant may be sanctioned, declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract by Government of the Republic of Mauritius if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

1.9.3 Commissions and Fees

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

1.9.4 Integrity Clause

The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.

[9] A "party" refers to a participant in the selection process or contract execution.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgement of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment Upon

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC

Termination

2.6.2, the Client shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The payment to the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the Client

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the prevailing sanctions procedures.)

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. Payments to the Consultant

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency/currencies is set forth in the SC.

(b) The price payable in Mauritian Rupees is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The addresses are: Client: The District Council of Riviere du Rempart Attention: Chief Executive Facsimile: **2661405** E-mail: ceo.rdr@mail.la.govmu.org Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail: _____
1.6	{The Member in Charge is *[insert name of member]*} ***Note**: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.*
1.7	The Authorized Representatives are: For the Client: ***Head, Public Infrastructure Department*** For the Consultant: _____
1.8	For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).

	With respect to temporary admissions, the temporary admission regime under the Customs Act will apply. Details of contact for the MRA is: ***Mauritius Revenue Authority*** ***Ehram Court*** ***Cnr Mgr. Gonin & Sir Virgil Naz Streets,*** ***Port Louis,*** ***Mauritius*** • ***Tel: +230 207 5912*** • ***Fax: +230 207 6016*** • ***Email: yamini.rangasamy@mra.mu*** • Website: http://mra.mu
2.1	**{**The Effective Date is *[insert date]*.**}** ***Note****: List here any conditions of effectiveness of the Contract, e.g., Client's approval of Consultant's proposals for appointment of specified key staff members, receipt by Consultant of advance payment and by Client of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.*
2.2	The date for the commencement of Services is ***the date of signature for the contract.***
2.3	The time period shall be • Three (3) months for Survey, Design, Tests, Clearances, Preparation and submission of Bid document and Cost Estimates • Eleven (11) months Construction Period ***To note that the Defects Liability period is 12 months***

3.4	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of **Rs 5,000,000.-**; (b) Third Party liability insurance, with a minimum coverage of **Rs 10,000,000** (c) professional liability insurance, with a minimum coverage of **Rs 5,000,000**; (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.5 (c)	**Not Applicable**
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	**Not Applicable**
6.2(a)	The amount in foreign currency or currencies is NIL.
6.2(b)	The amount in Mauritian rupees is The Contract Amount.

6.4	Payments shall be made according to the following schedule: a) ***Twenty (20) percent of the Lump Sum*** amount shall be paid after approval of the Procurement Authority for the floating of bid following Consultant's output (survey, design, presentations, approval and permits from all authorities, preparation of tender documents, submission of bid documents etc.) b) ***Five (5) Percent of the Lump Sum*** amount shall be paid upon award and signature of contract with contractor. c) ***Fifty-five (55) percent of the Lump Sum*** amount shall be paid for post contract for the supervision of the works and these shall be equated in ***five (5) instalments*** during the construction period indicative for each 20% progress of work slot. d) ***Ten (10) percent of the Lump Sum*** amount shall be paid upon completion of the works contract and issue of the practical completion certificate and completion report and including all as made construction drawings. e) ***Ten (10) percent of the Lump Sum*** amount shall be paid at the end of the defects liability period of the works upon submission of the final completion certificate.
6.5	The interest rate is: ***The prevailing rate of interest at the legal rate.***

8.2	Disputes shall be settled by arbitration in accordance with the following provisions: 1. ***Selection of Arbitrators***. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate national/international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].

(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in Clause SC 8.2 1.(b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. ***Rules of Procedure***. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. ***Substitute Arbitrators***. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4. ***Nationality and Qualifications of Arbitrators***. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [***Note****: If the Consultant consists of more than one entity, add:* or of the home country of any of their Members or Parties] or of Republic of Mauritius. For the purposes of this Clause, "home country" means any of:

(a) the country of incorporation of the Consultant [***Note****: If the Consultant consists of more than one entity, add:* or of any of their Members or Parties]; or

(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or

(c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or

(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.

	5. ***Miscellaneous***. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the consultant's country]*; (b) the *[type of language]* language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: *Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

APPENDIX B - REPORTING REQUIREMENTS

Note: *List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: *List under:*

C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.*

C-2 *Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.*

C-3 *List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*

C-4 *Same information as C-1 for Key local Personnel.*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: *List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:*

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenses.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: *List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:*

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: *List here the services and facilities to made available to the Consultant by the Client.*

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note*: See Clause GC 6.4 and Clause SC 6.4.*

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, 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]*)[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2___,[2]

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[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

Section 7. Sample Contract for Small Assignment

***[Note: Sample Contract For Consulting Services Small Assignment Lump-Sum Payments** to be chosen in lieu of the GCC and SCC for small and straightforward assignments on a lump sum payment basis preferably for values up to Rs. 5m and where the public body deems it appropriate.]*

SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address[10]]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay

[10] Avoid use of *"P.O. Box" address*

the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.

B. Schedule of Payments

The schedule of payments is specified below[11]:

[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

[11] Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

6. Inspections and Auditing	The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures.
7. Confidentiality	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software[12].
9. Consultant Not to be Engaged in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
10. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
11. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
12. Law Governing Contract and Language	The Contract shall be governed by the laws of Mauritius, and the language of the Contract shall be *English.*
13. Dispute Resolution[13]	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in

[12] Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

[13] In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

accordance with the laws of Mauritius.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15. Integrity Clause

The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.

FOR THE CLIENT	FOR THE CONSULTANT
Signed by _____	Signed by _____
Title: _____	Title: _____