

PRIME MINISTER'S OFFICE

Request for Proposals from Individual Consultants under Framework Agreement (Open International Bidding)

(Authorised under Section 18 of the Public Procurement Act 2006)

1. The Prime Minister's Office, as Lead Organisation, is inviting Request for Proposals from local and International individual Consultants to submit proposals to enter into a framework agreement for Consultancy Services under the Expert Skills Scheme. The services of Civil Engineers (Procurement ref: PMO/17-18/Q24/RFP) would be required for a period of two years for the implementation of major Government Projects in Ministries/Departments.
2. The Request for Proposals will be based on quality and fixed budget. The consultancy fee will be a fixed monthly contract price not exceeding MUR150,000 (USD 4411) (all inclusive). Proposals above this amount shall be rejected.
3. A complete set of bidding documents may be downloaded free of charge from the public procurement website at <https://publicprocurement.govmu.org> or can be collected the bidding document at the Procurement & Supply Section, 5th Floor, Prime Minister's Office, New Government Centre, Port Louis by contacting Ms Ramlochun on Tel No. 201 3334 during office hours 9.00-12.00 hrs and 12.30- 15.30 hrs.
4. Proposals in sealed envelopes clearly marked "Request for Proposals for Individual Consultant under the Expert Skills Scheme", indicating the corresponding Procurement Reference Number and the closing date should be addressed to the Secretary to Cabinet and Head of the Civil Service, Prime Minister's Office, Level 4, New Government Centre, Port Louis, Mauritius, and deposited in the Bid box located at Prime Minister's Office, Level 4, New Government Centre, Port Louis, Mauritius or sent by registered post or courier services **not later than Friday 10 November 2017 up to 13.30 hours (local hours) at latest.**
5. Late bids will not be considered.

29 September 2017

Prime Minister's Office

**Request for Proposals for Individual Consultant
under the Expert Skills Scheme
through Framework Agreement**

OAB (International)

Issued on: 29 September 2017

Procurement Reference No: PMO/17-18/Q24/RFP

Project: Expert Skills Scheme (Civil Engineer)

Lead Organisation: Prime Minister's Office

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Section 1. Invitation to Participate in Framework Agreement for Request for Proposals under the Expert Skills Scheme

1. Applications are invited from local and International individual Consultants to submit proposals to enter into a framework agreement for Consultancy Services for Civil Engineer under the Expert Skills Scheme.
2. The framework agreement shall be managed by the Lead Organisation, Prime Minister's Office (PMO). Ministries and Departments will award a contract to a Consultant following the bidding exercise carried out by PMO during the framework.
3. **Consultants shall submit the technical and financial proposal in separate envelopes in accordance with ITC clause 10.**

Consultants will be expected to satisfy the technical, commercial and financial requirements further elaborated in this document to enter into a framework agreement.

4. Interested candidates may obtain further details on this Invitation to Framework Agreement from the Public Procurement Portal (<http://publicprocurement.govmu.org>) or can collect the bidding document at the Procurement & Supply Section, 5th Floor, Prime Minister's Office, New Government Centre, Port Louis by contacting Ms Ramlochun on Tel No. 201 3334 during office hours 9.00-12.00 hrs and 12.30- 15.30 hrs.

Proposals from potential consultants must be addressed to the Secretary to Cabinet and Head of the Civil Service, Prime Minister's Office and deposited by hand, post or by courier in the Bid Box or Registry located at Level 4, Prime Minister's Office, New Government Centre, Port-Louis not later than Wednesday xxxxxxxxxxxxxx up to 13.30 hours (local hours) at latest.

The envelope should be clearly marked "Reference: PMO/17-18/Q24/RFP". Request for Proposal received after the set deadline or submitted by email or fax will not be considered.

5. The framework agreement will be for a period of 2 years.
6. Proposals from potential consultants shall be opened by the Prime Minister's Office at Level 7, New Government Centre, Port-Louis, at 13.45 hrs on same day. Bidders may attend the Bid Opening if they choose to do so.

Yours faithfully

S. Reega
(Ag. Assistant Manager Procurement & Supply)
for Secretary to Cabinet and Head of the Civil Service

Section 2 - Instructions to Consultants

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Instructions to Consultants

Definitions

- (a) “Client” means the Ministries or Department including the lead organisation procuring the services of the consultant under the framework agreement.
- (b) “Consultant” means any entity acting in its own capacity as an individual selected under the framework agreement to provide the technical services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Consultant and the Client following the request for proposal procedure in accordance with the terms and conditions and the Schedules attached to the Framework Agreement.
- (d) “Day” means calendar day.
- (e) “Framework Agreement” means the agreement between the lead organisation and the selected consultants which establishes the terms and conditions under which the Consultant will enter into one or more contracts with the Client(s) in the period during which the agreement applies;
- (f) “Government” means the Government of the Republic of Mauritius.
- (g) “Instructions to Consultants (ITC)” (Section 2) means the part of this document which provides consultants with all information needed to prepare their proposals.
- (h) “Lead Organisation” for this framework agreement means the Prime Minister’s Office designated to manage the framework agreement.
- (i) “PPO” means the Procurement Policy Office of Mauritius
- (j) “Proposal” means the application of the Consultants consisting of all relevant documents to enable assessment of its qualification and experience for the required consulting services.
- (k) “Services” means the work to be performed by the Consultant pursuant to the contract awarded under the framework agreement.
- (l) “Service Providers” referred to in the framework agreement means the Consultants selected to enter into the framework agreement.
- (m) “Terms of Reference” (TOR) means the document included in 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 in the assignment.

- 1. Type of Framework Agreement**
- 1.1 The Lead Organisation, Prime Minister’s Office intends to enlist Consultants to form part of a Framework Agreement to provide consulting services for Government projects falling under Ministries and Departments.
- 1.2 The Lead Organisation will select Consultants on the basis of qualification, experience, financial requirements and past history.
- 1.3 Contracts shall be awarded to the Consultants having submitted the lowest evaluated proposals based on criteria mentioned in the Request for proposal document.
- 1.4 The duration of the Framework Agreement will be for a period of two years.
- 1.5 (i) Consultants shall quote for their services on a monthly rate basis, all inclusive. Consultants’ proposals for a monthly rate should not exceed **Rs 150,000** or **USD 4,411** (all inclusive). **Any proposal exceeding Rs 150,000 or USD 4,411 will be rejected.**
- (ii) All unit rates in the Form-FIN1 shall remain fixed during the contractual period.
- (iii) Local Consultant shall quote in Mauritian Rupees. Foreign Consultant may quote in USD.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their proposals.
- 1.7 The Lead Organisation is not bound to accept any proposal for selection, and reserves the right to annul the selection process at any time prior to the conclusion of the Framework Agreement without thereby incurring any liability to the Consultants.
- 2 Public Entities Related to Bidding Documents and Challenge and Appeal**
- 2.1 The public entities related to these bidding documents are the Prime Minister’s Office, acting as the Lead Organisation, Ministries and Departments as Clients, the Procurement Policy Office, in charge of issuing Standard Framework Agreement Documents and responsible for any amendment these may require, and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).
- 2.2 Sections 43, 44 and 45 of the Act provide for Challenge and Review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement

proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.

- 2.3 Challenges and Applications for Review shall be forwarded to the addresses indicated hereunder:

Challenges shall be addressed to:

***Secretary to Cabinet and Head of the Civil Service
(Attn: Mr D. Ramoo)
Prime Minister's Office,
New Government Centre,
Port-Louis.***

Application for Review shall be addressed to:

**The Independent Review Panel
Level 9, Wing B, Emmanuel Anquetil Building
Pope Hennessy Street
Port Louis**

Tel 212 3921

3 Fraud and Corruption

- 3.1 It is the policy of the Government of Mauritius to require public bodies, as well as Consultants, service providers observe the highest standard of ethics during the selection and execution of contracts.¹ In pursuance of this policy, the Government of Mauritius:

- (a) defines, for the purposes of this provision, the terms set forth 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 party²;
 - (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 obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the

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.

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.

actions of another party⁴;

(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 party⁵;

(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 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 3.2 below.

(b) will reject a proposal for award if it determines that the 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 an individual at any time, in accordance with prevailing procedures, including by publicly declaring such individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated Consultant^b, or service provider of an otherwise eligible firm being awarded a public contract.

3.2 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.

3.3 Consultants and public officials shall be also aware of the provisions stated in sections 51 and 52 of the Public

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.

^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.

Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): <http://ppo.govmu.org>.

- 3.4 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 at the second stage.
- 3.5 The Lead Organisation and Clients commit themselves to take all measures necessary to prevent fraud and corruption so that none of their staff, personally or through his/her close relatives or through a third party, will in connection with the framework agreement 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 Lead Organisation or any Client 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.

4 Eligibility

- 4.1 (a) Consultants should be registered with the appropriate registration bodies (where applicable)
- (b) An individual that has been sanctioned by the Government of the Republic of Mauritius in accordance with the above clause 3 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.
- (c) 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.
- (d) 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.

5. Proposal Validity

- 5.1 The Consultants' technical and financial proposals must remain valid for a period of 90 days after the deadline for submission of bids. However should the need arise, the Lead Organisation may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall

confirm that they maintain their availability and confirm the extension of validity of the proposal. Consultants who do not agree for the extension have the right to refuse to extend the validity of their proposal.

6 Clarification and Amendment

6.1 Consultants may request a clarification of any part of this Invitation for Framework Agreement up to 14 days before the deadline for submission of proposals. Any request for clarification must be sent in writing, or by standard electronic means to the Lead Organisation's address indicated hereunder:

*Secretary to Cabinet and Head of the Civil Service,
Prime Minister's Office
New Government Centre
Port Louis*

Email Address: dramoo@govmu.org

Tel: 201 2353; Fax: 201 3186

7 Amendment of Bidding Document

7.1 The Lead Organisation will respond, at least seven (7) days prior to the deadline of submission of proposals, 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 Lead Organisation deem it necessary to amend the RFP Framework Document as a result of a clarification, it shall do so following the procedure under ITC 7.2.

7.2 At any time before the deadline for submission of proposals, the Lead Organisation may amend the RFP framework document 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 Lead Organisation may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8 Preparation of proposals

8.1 (a) The proposal (see ITC 9), 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 Form for Submission of Proposal may be accepted without translation.

8.2 In preparing their proposal, Consultants are expected to examine in detail the documents comprising the RFP Framework Document. Material deficiencies in providing the

information requested may result in rejection of a proposal.

9 Proposal Format and Content

- 9.1 Consultants shall, using the standard forms provided in Section 3, submit all documents and information that will enable the Lead Organisation to make a proper assessment for their selection. These will include but not be limited to the following:
- i) Curriculum Vitae (CV)
 - ii) Details of assignments in the consultancy services undertaken by the Applicant during the last 5 years that best illustrate the Consultant's experience in the sector. Consultants must, where possible, identify the client involved and provide a brief description of the services provided to the client,
 - iii) Provide the names and phone numbers of contact persons responsible for engagement (Client). *Please note that these person(s) named may be contacted for references*
 - iv) A copy of professional registration certificate (where applicable)

10 Submission, Receipt, and Opening of Proposals

- The original proposal 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, TECH-2, TECH-3, TECH-4 and FIN-1 and FIN-2 of Section 3.
- 10.1 The Consultant shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 10.2 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 10.5 (one original and one copy). 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.
- 10.3 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 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**” The Lead Organisation 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.

The Proposals must be sent to the address indicated in para 10.5 and received by the Lead Organisation no later than the deadline indicated in para 10.5 or any extension to this date. Any proposal received by the Lead Organisation after the deadline for submission shall be returned unopened.

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

10.5 The proposals must be sent by post or courier or deposited in the bid box at the address below:

The address for submission by post or courier is as follows:

Secretary to Cabinet and Head of the Civil Service
4th Floor,
Prime Minister’s Office,
New Government Centre,
Port-Louis.

11 Public Opening

and received by the Prime Minister’s Office not later than: **Wednesday xxxxxxxxxxxx at 13.30 hours (local hours).**

Any proposal received by the Prime Minister’s Office after the deadline for submission shall be returned unopened.

11.1 **The Prime Minister’s Office shall open all proposals at Level 7, New Government Centre, Port-Louis, at 13.45 hrs on same day. Bidders may attend the Bid Opening if they choose to do so.**

11.2 Late proposals shall be rejected.

- 11.3 The Prime Minister's Office shall prepare a record of the opening of proposals to include, as a minimum, the name of the applicants.
- 12 Proposal Evaluation**
- 12.1 From the time the Proposals are opened to the time the selection is announced, the Consultants should not contact the Lead Organisation on any matter related to its proposal. Any effort by Consultants to influence the Lead Organisation in the examination, evaluation, and recommendation for selection may result in the rejection of the Consultants' proposal.
- 13 Evaluation Criteria**
- 13.1 To qualify for selection to enter into the Framework Agreement, Consultants must satisfy at minimum the following:
- (a) has the capacity to provide the required services under the RFP.
 - (b) Be registered as Professional Engineer in the field of Civil Engineering with a recognized Professional Body with at least one year experience in the design and supervision of building projects.
 - (c) Have the ability to operate engineering software packages.
 - (d) Possess good communicational skills and the ability to work in a team with minimal supervision.
 - (e) At least 5 years of professional experience in Civil Engineering.
- 13.2 Evaluation will be carried out in accordance with the methodology described in Annex I. Prices quoted in USD will be converted into MUR at the rate prevailing at the closing date from Bank of Mauritius.
- 13.3 For this Fixed-Budget Selection method, the Lead Organisation will select the Consultants that have submitted the highest ranked combined Technical and Financial Proposals within the budget (MUR 150,000 or USD 4411 monthly consultancy fee). **Proposals that exceed the indicated budget will be rejected.**
- 13.4 After the technical evaluation is completed the Lead Organisation 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

14 Selection of Applicants

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.

14.1 All applicants whose proposal substantially meet or exceed the specified qualification requirements and satisfy the other criteria mentioned above will be considered for the Framework Agreement.

14.2 The Consultants that will form part of the framework agreement will be selected based on the best combined total scores (Technical score and financial score).

14.3 The Lead Organisation shall notify the selected Consultant of its intention to conclude a Framework Agreement with the selected Consultants.

15 Technical negotiations

15.1 Negotiations will include a discussion of the Technical Proposal, and any suggestions made by the Consultant to improve the Terms of Reference. The Lead Organisation/Client and the Consultants will finalize the Terms of Reference, work schedule. These documents will then be incorporated in the Contract as "Description of Services". The Lead Organisation shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Section 3. Technical and Financial Proposals - 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.]

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Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Lead Organisation]

Dear Sir/Madam:

I, the undersigned, have read the document for proposal to the framework agreement and offer without reservation to provide the consulting services for and have the pleasure to submit my proposal in accordance with your Standard Document for Framework Agreement [Insert Date].

I 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 my disqualification.

My Proposal is binding up to the validity date indicated in ITC clause 5.1.

I undertake, if our proposal is successful to sign the Framework Agreement within 21 days as from the date of the letter inviting us to conclude the Framework Agreement with the Lead Organisation and shall sign a contract agreement with the Ministry/Department concerned when invited.

I understand you are not bound to accept any Proposal you receive.

I remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Address: _____

Form TECH-2: Consultant's Experience

[Using the format below, provide information on each assignment for which you were legally contracted for carrying out consulting services in works.]

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 N ^o of man-months of the assignment:
Address:	Approx. value of the services provided by you under the contract (in current US\$ or Euro or MUR equivalent):
Start date (month/year): Completion date (month/year):	N ^o of professional man-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by you :	

Form TECH-3: Comments and Suggestions on the Terms of Reference of the Framework Agreement

On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference 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. The Lead Organisation will consider comments from Consultants without any obligation to retain or make any amendment to the proposed Terms of Reference at the time of concluding the framework agreement or award of contract]

Form TECH-4: Curriculum Vitae (CV) for Consultant

1. **Proposed Position :** _____
2. **Name of Consultant** [*Insert full name*]: _____
3. **Date of Birth:** _____ **Nationality:** _____
4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

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

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

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

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

9. **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: _____

<p>10. Detailed Tasks to be Assigned</p> <p>(a) the submission of preliminary layouts and other proposals in the form of reports and/or sketch plan(s) or otherwise for consideration by the Client Ministry including as may be necessary :-</p> <ul style="list-style-type: none"> • inspection of the site • consultations with Local Authorities in connection with the proposals • advice to the Client Ministry as to the necessity for model tests, laboratory tests, in-situ tests, analysis and/or other investigations as are required • attendance of meetings in connection with the design of the Engineering Works <p>(b) the submission of tests report, design calculations, structural layout drawings, reinforcement drawings and specifications;</p> <p>(c) structural assessment</p>	<p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks to be Assigned</p> <p><i>[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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<p>of buildings and preparation of structural survey report;</p> <p>(d) assisting the Bid Evaluation Committee in the evaluation of bids and preparation of the Bid Evaluation Report, if required;</p> <p>(e) the technical inspection, supervision and monitoring of all the structural and civil engineering works involved;</p> <p>(f) the general inspection of the construction of the Engineering works in the form of such periodic visits to the site in order to ensure that the Engineering works are carried out in accordance with the requirements and intention of the design and structural instructions given;</p> <p>(g) giving instructions for appropriate repairs to faulty works, if any is observed during construction;</p> <p>(h) constant supervision during concreting operations;</p> <p>(j) monitoring progress on projects and recommending corrective action as and when required;</p> <p>(k) ensuring that the budget expenditure for projects are properly monitored;</p>	
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<p>(l) processing and certifying claims for payment for projects under his responsibility;</p> <p>(m) checking that all deliverables are in conformity with Terms of Reference and Scope of Works;</p> <p>(n) working in collaboration with the Professional team and officers working in the Client Ministry; and</p> <p>(o) performing such other cognate duties that may be required by the Client Ministry in relation to this project.</p>	
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12. 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.

[Signature of Consultant] Date: _____

Form FIN1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal (for a fixed monthly rate, inclusive of all taxes) is for the sum of [Insert amount(s) in words and figures].

- (a) My Financial and Technical Proposal shall be binding upon me 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 your Request for Proposal.
- (b) We hereby declare that:
- (i) I comply with the terms and conditions of the Framework Agreement,
 - (ii) I am available to undertake the assignment for the delivery of services as per planned schedule,
 - (iii) I accept the minor changes that have been done in the general scope of the service and deliverable specific to this assignment, and
 - (iv) I am agreeable to a fixed monthly amount.
- (c) I 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 Request for Proposal process and contract execution:
- i. I am not, directly or through any other person or firm, offer, promise or give to any of the client's employees involved in the Request for Proposal 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 Request for Proposal process or during the execution of the contract.
 - ii. I 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 Request for Proposal process.
 - iii. I shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

I understand that transgression of the above is a serious offence and appropriate actions will be taken against such consultants.

(d) I 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: _____

Address: _____

Form FIN-2: Summary of Costs

Item	USD	<i>Mauritian Rupees</i>
Total Costs of Financial Proposal		

Section 4

Terms of Reference

Terms of Reference for Civil Engineer.

A. Background

1. In view of ensuring the timely and smooth implementation of budget measures and capital projects, the Government of Mauritius has put in place a monitoring framework at the highest level. The Prime Minister's Office (PMO) has set up a Coordination and Monitoring Unit (CMU) to coordinate and monitor the implementation of the budget measures and capital projects, and eliminate the bottlenecks or constraints hampering their timely implementation.
2. In order to enable the CMU to deliver on its mandate, the services of relevant technical staff is required. The PMO is looking for the services of Civil Engineers to assist the Central Monitoring Unit in the effective monitoring of the projects in the Public Sector Investment Programme 2017/18-2021/22. These projects include construction and upgrading of housing units, schools, hospitals, roads, drains, as well as construction and upgrading of public utilities infrastructure.

B. Scope of Services

The Civil Engineer will be fully responsible for the design of all the structural and civil engineering works involved. He will have to work in close collaboration with the Professional team on the project. The services to be provided by the Civil Engineer shall also include but shall not necessarily be limited to the following:

- (a) the submission of preliminary layouts and other proposals in the form of reports and/or sketch plan(s) or otherwise for consideration by the Client Ministry including as may be necessary :-
- inspection of the site
 - consultations with Local Authorities in connection with the proposals
 - advice to the Client Ministry as to the necessity for model tests, laboratory tests, in-situ tests, analysis and/or other investigations as are required
 - attendance of meetings in connection with the design of the Engineering Works
- (b) the submission of tests report, design calculations, structural layout drawings, reinforcement drawings and specifications;
- (c) structural assessment of buildings and preparation of structural survey report;
- (d) assisting the Bid Evaluation Committee in the evaluation of bids and preparation of the Bid Evaluation Report, if required;
- (e) the technical inspection, supervision and monitoring of all the structural and civil engineering works involved;
- (f) the general inspection of the construction of the Engineering works in the form of such periodic visits to the site in order to ensure that the Engineering works

- are carried out in accordance with the requirements and intention of the design and structural instructions given;
- (g) giving instructions for appropriate repairs to faulty works, if any is observed during construction;
 - (h) constant supervision during concreting operations;
 - (j) monitoring progress on projects and recommending corrective action as and when required;
 - (p) ensuring that the budget expenditure for projects are properly monitored;
 - (q) processing and certifying claims for payment for projects under his responsibility;
 - (r) checking that all deliverables are in conformity with Terms of Reference and Scope of Works;
 - (s) working in collaboration with the Professional team and officers working in the Client Ministry; and
 - (t) performing such other cognate duties that may be required by the Client Ministry in relation to this project.

C. Expected Outputs

The expected outputs are:

- a. Early identification and management of slippages on tasks allocated to keep the project work schedules on track;
- b. Provision of accurate and timely information so that informed decisions can be taken and necessary actions taken to correct any possible adverse situations or trends;
- c. Timely and accurate monitoring, prediction and reporting of cost; and,
- d. Early identification and management of potential variances from the budget.

D. Required Qualifications, Skills and Experience

The consultants should:

- (i) Be registered as Professional Engineer in the field of Civil Engineering with a recognized Professional Body with at least one year experience in the design and supervision of building projects.
- (ii) Have the ability to operate engineering software packages.
- (iii) Possess good communicational skills and the ability to work in a team with minimal supervision.
- (iv) At least 5 years of professional experience in Civil Engineering.

E. Reporting Lines

The consultants will report to the Secretary to Cabinet and Head of the Civil Service.

Section 5. Framework Agreement

DATED

PMO (Lead Organisation)

AND

SERVICE PROVIDER

FRAMEWORK AGREEMENT

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THIS AGREEMENT is made on [20....]

BETWEEN:-

- (1) **PMO** whose principal place of business is at [.....] (the "**Lead Organisation**"); and
- (2) [.....] whose registered address is at [.....] (the "**Service Provider**").

BACKGROUND

- (A) The Lead Organisation invited potential Consultants on [DATE] to apply for the provision of consulting services for execution of civil engineering projects through a Framework Agreement.
- (B) The Service Provider submitted a Proposal on [DATE].
- (C) On the basis of the Service Provider's proposal, the Lead Organisation selected the Service Provider to enter into a Framework Agreement to provide services to Ministries and Departments.
- (D) This Framework Agreement sets out the award and ordering procedure for services which may be required by Ministries and Departments also referred to herein as Clients, the main terms and conditions for any Contract which the Clients may conclude, and the obligations of the Service Provider during and after the term of this Framework Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"**Commencement Date**" means [insert date]

"Commercially Sensitive Information"	means any Confidential Information comprised of information:- <ul style="list-style-type: none"> (a) which is provided in writing by the Service Provider to the Lead Organisation in confidence and designated as Commercially Sensitive Information; and/or (b) that constitutes a trade secret
"Competed Services"	means the competed services set out in Part B of Schedule 1
"Confidential Information"	means:- <ul style="list-style-type: none"> (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party; and (b) the Commercially Sensitive Information
"Client"	means the Lead Organisation or any other Ministry or Department that may procure the services through mini-competition under the framework agreement.
"Ministries and Departments"	means the Lead Organisation and any other Ministries and Departments.
"Framework Agreement"	means this agreement and all Schedules to this agreement
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud any Ministry or Department
"Intellectual Property Rights"	means patents, inventions, trade- marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country.

"Law"	means the Laws of Mauritius
"Management Information"	means the management information specified in Schedule 6
"Month"	means a calendar month
"Other Ministries and Departments"	means all Ministries and Departments except the Lead Organisation
"Party"	means the Lead Organisation and/or the Service Provider
"Services"	means the multidisciplinary consulting services detailed in Schedule 1
"Services Framework Service Providers"	means the Consultants appointed as Services Framework providers under the Framework Agreement
"Term"	means the period commencing on the Commencement Date and ending on [<i>insert date</i>] or on earlier termination of this Framework Agreement
"Working Days"	means any day other than a Saturday, Sunday or public holiday in the Republic of Mauritius
"Year"	means a calendar year

1.1 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions :-

- words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- words importing the masculine include the feminine and the neuter;
- the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

1.2 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.3 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation

or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

1.4 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;

1.5 references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;

1.6 references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered;

1.7 reference to a Clause is a reference to the whole of that clause unless stated otherwise; and

1.8 in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

2 STATEMENT OF INTENT

In delivering the Services, the Service Provider shall operate at all times in accordance with any and all of the Lead Organisation's published objectives.

2.1 The Service Provider has been appointed and the Lead Organisation has entered into this Framework Agreement on the basis of the Service Provider's response to the Invitation to the Framework Agreement and, in particular, the representations made by the Service Provider to the Lead Organisation in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

3 TERM OF FRAMEWORK AGREEMENT

The Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term.

4 SCOPE OF FRAMEWORK AGREEMENT

- 4.1 This Framework Agreement governs the relationship between the Lead Organisation and the Service Provider in respect of the provision of the Services by the Service Provider to Other Ministries and Departments.
- 4.2 Ministries and Departments will award a contract to each Service Provider in accordance with the terms and conditions contained in the RFP and proposals made by the Service Provider.
- 4.3 The Service Provider acknowledges that there is no obligation for the Lead Organisation and for any other Ministry or Department to purchase any Services from the Service Provider during the Term.

5 SERVICE PROVIDER'S APPOINTMENT

The Lead Organisation appoints the Service Provider as a potential provider of the Services referred to and the Service Provider shall be eligible to be considered for the award of contract for such Services by the Ministries and Departments during the Term.

6 NON-EXCLUSIVITY

The Service Provider acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Ministries and Departments for Services from the Service Provider and that the Ministries and Departments are at all times entitled to enter into other contracts and arrangements with other Consultants for the provision of any or all services which are the same as or similar to the Services.

7 AWARD PROCEDURES

Responsibility for Awards

- 7.1 The Service Provider acknowledges that each Ministry or Department is independently responsible for the award of Contracts under the Framework Agreement and that the Lead Organisation is not responsible or accountable for and shall have no liability whatsoever in relation to :-
- 7.1.1 the conduct of other Ministries and Departments in relation to the Framework Agreement; or
 - 7.1.2 the performance or non-performance of any Contracts between the Service Provider and Ministries and Departments entered into pursuant to the Framework Agreement.

8. The format of the contract agreement between the Client and the Service Provider under this framework agreement is at Schedule I.

PART TWO: SERVICE PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS

8 CONFLICTS OF INTEREST

- 8.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider is placed in a position where (in the reasonable opinion of the Lead Organisation) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Ministries and Departments under the provisions of this Framework Agreement or any Contract.
- 8.2 The Service Provider shall promptly notify and provide full particulars to the Lead Organisation or the relevant Ministry or Department if such conflict referred to in above arises or is reasonably foreseeable to arise.
- 8.3 The Lead Organisation reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Lead Organisation, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Lead Organisation/Ministries Departments under the provisions of this Framework Agreement or any Contract. The action of the Lead Organisation pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Lead Organisation.
- 8.4 This Clause shall apply during the Term and for a period of [two (2) years] after its termination or expiry.

9 PRICES FOR SERVICES

The prices shall be fixed for the contract period.

PART THREE: SERVICE PROVIDER'S INFORMATION OBLIGATIONS

10 CONFIDENTIALITY

10.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:

10.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

10.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

10.2 Clause 10.1 shall not apply to the extent that:

(a) such disclosure is a requirement of Law placed upon the party making the disclosure;

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement; or

(e) it is independently developed without access to the other party's Confidential Information.

11. PUBLICITY

11.1 Unless otherwise directed by the Lead Organisation, the Service Provider shall not make any press announcements or publicise this Framework Agreement in any way without the Lead Organisation's prior written consent.

11.2 The Service Provider shall not do anything which may damage the reputation of the Lead Organisation or bring the Lead Organisation into disrepute.

PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION**12 TERMINATION****Termination on Default**

12.1 The Lead Organisation may terminate the Framework Agreement by serving written notice on the Consultant with effect from the date specified in such notice :-

12.1.1 where the Service Provider commits a Material Default and :-

12.1.1 the Material Default is not, in the reasonable opinion of the Lead Organisation, capable of remedy; or

12.1.2 where any Ministry or Department terminates a Contract awarded to the Service Provider under this Framework Agreement as a consequence of default by the Service Provider.

Termination by the Lead Organisation

12.2 The Lead Organisation shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving [three Months'] written notice to the Service Provider.

12.3 The Lead Organisation may terminate the Framework Agreement with all the Service Providers where the lead Organisation considers that the Framework Agreement is not serving the purpose that it is meant for, that is providing value for money.

12.4 No liability shall be borne by the Lead Organisation or any Ministry following the termination.

13 CONSEQUENCES OF TERMINATION AND EXPIRY

Notwithstanding the service of a notice to terminate the Framework Agreement, the Service Provider shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause.

- 13.1 Within thirty (30) days of the date of termination or expiry of the Framework Agreement, the Service Provider shall return to the Ministry/Department any data and Confidential Information belonging to the Ministry/Department together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Ministry/Department.
- 13.2 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

PART FIVE: OTHER PROVISIONS

14 VARIATIONS TO THE FRAMEWORK AGREEMENT

The Lead Organisation reserves the right to vary the terms and conditions of the Framework Agreement upon mutual agreement between the parties.

15 SEVERABILITY

- 15.1 If any provision of the Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.
- 15.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Framework Agreement, the Lead Organisation and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

16 CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Framework Agreement, all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17 ENTIRE AGREEMENT

17.1 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.

17.2 Nothing in this Clause 20 shall operate to exclude Fraud or fraudulent misrepresentation.

18 NOTICES

18.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

18.2 For the purposes of this Clause, the address of each Party shall be:

For the Lead Organisation :-

[]

Address:

For the attention of:

Tel:

Fax:

Email:

For the Service Provider :-

[]⁶

Address:

For the attention of:

Tel:

Email:

18.3 Either Party may change its address for service by serving a notice in accordance with this Clause.

⁶ To be inserted

19 LAW AND JURISDICTION

The Lead Organisation and the Service Provider accept the exclusive jurisdiction of the Mauritian courts and agree that the Framework Agreement is to be governed by and construed according to Laws of Mauritius.

SIGNED by or on behalf of the Parties on the)
date which first appears in the Framework)
Agreement **SIGNED** by)

for and on behalf of the Lead Organisation)

SIGNED)

by the Service Provider)

SCHEDULE 1
SERVICE CONTRACT BETWEEN CLIENT AND CONSULTANT
TERMS AND CONDITIONS

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CONTRACT FOR CONSULTANTS' SERVICES
(Quality and Fixed Budget)

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

I. Form of Contract

(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”).

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
 - Appendix A: Description of Services _____
 - Appendix B: Reporting Requirements _____
 - Appendix C: Contract Price in Local Currency _____
 - Appendix D: Services and Facilities Provided by the Client _____
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]*

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 the Consultant selected after the mini-competition 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) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
 - (l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- 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 Taxes and Duties

The Consultant shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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 Termination

2.5.1 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.
- (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.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.5.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract 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.

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 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.

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

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

- Commissions, Discounts, etc.** 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.
- 3.2.2 Prohibition of Conflicting Activities** The Consultant shall not 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 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 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.

4. OBLIGATIONS OF THE CLIENT

- 4.1 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Annex II.

5. PAYMENTS TO THE CONSULTANT

- 5. Fixed Price Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed amount covering all costs required to carry out the Services described in Appendix A. The Consultant shall be paid on a monthly fixed price basis at the end of each month.
- 5.1 Contract Price** The price payable in Mauritian Rupees or USD as applicable is set forth in the SC.
- 5.2 Terms and Conditions of Payment** Payments will be made to the account of the Consultant.

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.

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	<p>The addresses are:</p> <p>Client: <u>Prime Minister’s Office</u></p> <p>Attention: <u>Mr D. Ramoo</u></p> <p>Facsimile: <u>201 3186</u></p> <p>E-mail: dramoo@govmu.org</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
2.1	{The Effective Date is as from the date of the signature of the Agreement.}
2.2	The date for the commencement of Services is as per the Agreement.
2.3	The time period shall be as per the Agreement.
Place of work, hours of work	As per the Agreement.
5.1	<i>List here any assistance or exemptions that the Client may provide under Clause 5.1.</i>

6.2(b)	Either The amount in Mauritian rupees is <i>[insert amount]</i> . Or The amount in Foreign currency is [insert amount].
---------------	---

Annex I

Evaluation criteria

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

Criteria and point system for the evaluation of Technical Proposals are:	<u>Points</u>
(i) Adequacy of the proposed technical approach and methodology in responding to the Terms of Reference	20
(ii) Professional qualifications for the assignment: (minimum qualification: 15, Additional qualification: 5)	20
(iii) Experience	
(a) Number of years of experience as Civil Engineer (minimum 5 years: 10, Each additional 2 years: 1 mark)	15
(b) Number of projects completed (Minimum 2 projects: 10 Marks, Each additional project: 1)	15
(c) Contract value of highest project [A Project of value: exceeding Rs 50 m (15 marks) , Exceeding Rs 100 million 16 marks, Exceeding Rs 150 million (17 marks) etc]	20
(iv) Work Experience in Civil Engineering projects in Mauritius and fluency in English and French	10

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

Formula for Financial Scores

The formula for determining the financial scores is the following:

$$S_f = 100 \times F_m / F$$

in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

Combined Financial and Technical Score

The weights given to the Technical and Financial Proposals are 0.7 and 0.3 respectively.

$$\text{Total combined Score} = 0.7 * (\text{Technical Score}) + 0.3 * (\text{Financial Score})$$

Annex II

Facilities and Services provided

- (a) Office accommodation and requisites
- (b) Rent allowance at approved rates for foreigners

Checklist

[PMO to update this Checklist to ensure that it contains the documents required from Bidders for this procurement exercise]

Procurement Reference No.: PMO/17-18/Q24/RFP

Description	Attached (please tick if submitted and cross if not)
Form TECH-1: Technical Proposal Submission Form	
Form TECH-2: Consultant's Experience	
Form TECH-3: Comments and Suggestions on the Terms of Reference of the Framework Agreement	
Form TECH-4: Curriculum Vitae (CV)	
Form FIN-1: Financial Proposal Submission Form	
Form FIN-2: Summary of Costs	
Copies of Qualifications (academic and professionals)	
Certificate of Registration with professional bodies (where applicable)	
Documentary evidence of past experience(including project value)	
References for past experience	
Any other document required to be submitted by the bidder	

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