



THE MUNICIPAL CITY COUNCIL OF PORT LOUIS

Invitation for proposals through Open Advertised Bidding

Issued on: 05 April 2023

**Selection of Consultant
for**

**Consultancy Service for Design, Supervision and Project
Management for the Construction
and Upgrading of Drains
within the jurisdiction of the City Council of Port Louis**

LOT 2

Procurement Reference No: ONB/004/22-23

**Project: Design, Supervision and Project Management for
the Construction and Upgrading of Drains within the
jurisdiction of the City Council of Port Louis for Lot 2**

Client: THE MUNICIPAL CITY COUNCIL OF PORT LOUIS

Table of Contents

Section 1. Letter of Invitation	3
Section 2. Instructions to Consultants	5
Instructions to Consultants – Data Sheet	26
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	56
Section 7. Sample Contract for Small Assignment	122

Section 1. Letter of Invitation

Procurement Reference No: **ONB/004/22-23**

1. The Municipal City Council of Port Louis invites proposals to provide the following consulting services: **Design, Supervision and Project Management for the Construction and Upgrading of Drains within the jurisdiction of the City Council of Port Louis for Lot 2.** 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	10
Eligibility	12
Eligibility of Sub-Consultants.....	13
Origin of Goods and Consulting Services.....	13
Only one Proposal	13
Proposal Validity.....	13
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.....	21
Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)	21
6. Negotiations	22
Technical negotiations	22
Financial negotiations	23
Availability of Professional staff/experts.....	23
Conclusion of the negotiations.....	24
7. Award of Contract.....	24
8. Confidentiality	24
9. Debriefing	25

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 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 shortlisting 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 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 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;

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.

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.

- (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 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.

^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.

- 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.

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, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.
 - (b) 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	<p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> (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 THURSDAY 04 MAY 2023 AT 11:00 HRS.** 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**: $S = St \times T\% + Sf \times P\%$. 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: <ul style="list-style-type: none">(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

Paragraph Reference	
1.1	<p>Name of the Client: <u>THE MUNICIPAL CITY COUNCIL OF PORT LOUIS</u></p> <p>Method of selection: <u>QUALITY AND COST BASED SELECTION</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>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).</p> <p>Name of the assignment is: Design, Supervision and Project Management for the Construction and Upgrading of Drains within the jurisdiction of the City Council of Port Louis for Lot 2</p>
1.3	A pre-proposal conference will be held: No.
1.4	The Client will provide the following inputs and facilities: <u>None</u>
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 01 August 2023
1.8.1	The Client shall not consider a proposal from a Consultant which do not satisfy the registration requirements as spelt out in this clause.

2.1	<p>Clarifications may be requested not later than 14 days before the submission date.</p> <p>The address for requesting clarifications is: The Chief Executive Address: The Municipal City Council of Port Louis, 2nd Floor, City Hall, Port Louis</p> <p>Telephone: 4056600</p> <p>Facsimile number: 2124258</p> <p>E-mail: portlouiscity@municipalcouncil.org</p>
3.3 (a)	Deleted
3.3 (b)	<p>The estimated number of professional staff-months required for the assignment is:</p> <ul style="list-style-type: none"> • 3 months for Survey, Design, Tests, Clearances and Preparation of Bid document • 8 months Construction Period <p>To note that the defects liability period is 6 months</p>
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	<p>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)</p> <p>The Consultant shall include the items mentioned hereunder in its Lump sum price.</p> <ol style="list-style-type: none"> (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

	<p>of telephone and facsimile required for the purpose of the Services;</p> <p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
3.7	<p>The contact details are:</p> <p>Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 ●Fax: +230 207 6053 Email: largetaxpayer@mra.mu ●Website: http://mra.mu</p>
3.8	<p>Consultant to state local cost in the national currency: Yes Note: Prices quoted shall be in Mauritian rupees</p>
4.2	<p>No written evidence is required.</p>
4.3	<p>Consultant must submit the original and two (2) copies of the Technical Proposal, and the original of the Financial Proposal.</p> <p>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).</p> <p>All copies of the Technical Proposal and the Financial Proposal should bear page numbers and paragraph references, if any.</p>

4.5	<p>The Proposal submission address is: The Chief Executive</p> <p>The Municipal City Council of Port Louis, 2nd Floor, City Hall, Port Louis</p> <p>Telephone: 4056600</p> <p>Facsimile number: 2124258</p> <p>E-mail: portlouiscity@municipalcouncil.org</p> <p>Proposals must be submitted not later than the following date and time: Date: Thursday 04 May 2023 Time: 11:00 a.m. Proposals should not be sent by e-mail. Proposals sent by e-mail will not be accepted.</p>																																						
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment: [Normally, subcriteria are not provided]</td><td style="text-align: right;">[10]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td style="text-align: right;">[25]</td></tr> <tr> <td> b) Work plan</td><td style="text-align: right;">[15]</td></tr> <tr> <td> c) Organization and staffing</td><td style="text-align: right;">[5]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td><td style="text-align: right;">[45]</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Project Director</td><td style="text-align: right;">[15]</td></tr> <tr> <td> b) Civil Engineer (Design)</td><td style="text-align: right;">[10]</td></tr> <tr> <td> c) Civil Engineer(Construction)</td><td style="text-align: right;">[10]</td></tr> <tr> <td> d) Sworn Land Surveyor</td><td style="text-align: right;">[5]</td></tr> <tr> <td> e) Quantity Surveyor</td><td style="text-align: right;">[3]</td></tr> <tr> <td> f) Technical Assistant</td><td style="text-align: right;">[2]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td><td style="text-align: right;">[45]</td></tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two subcriteria and relevant percentage weights:</p> <table border="0"> <tbody> <tr> <td>1) General qualifications</td><td style="text-align: right;">[20%]</td></tr> <tr> <td>2) Adequacy for the assignment</td><td style="text-align: right;">[80%]</td></tr> <tr> <td style="text-align: right;">Total weight:</td><td style="text-align: right;">100%</td></tr> </tbody> </table> </td></tr> </tbody> </table>		<u>Points</u>	(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	[25]	b) Work plan	[15]	c) Organization and staffing	[5]	Total points for criterion (ii):	[45]	(iii) Key professional staff qualifications and competence for the assignment:		a) Project Director	[15]	b) Civil Engineer (Design)	[10]	c) Civil Engineer(Construction)	[10]	d) Sworn Land Surveyor	[5]	e) Quantity Surveyor	[3]	f) Technical Assistant	[2]	Total points for criterion (iii):	[45]	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two subcriteria and relevant percentage weights:</p> <table border="0"> <tbody> <tr> <td>1) General qualifications</td><td style="text-align: right;">[20%]</td></tr> <tr> <td>2) Adequacy for the assignment</td><td style="text-align: right;">[80%]</td></tr> <tr> <td style="text-align: right;">Total weight:</td><td style="text-align: right;">100%</td></tr> </tbody> </table>		1) General qualifications	[20%]	2) Adequacy for the assignment	[80%]	Total weight:	100%
	<u>Points</u>																																						
(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	[25]																																						
b) Work plan	[15]																																						
c) Organization and staffing	[5]																																						
Total points for criterion (ii):	[45]																																						
(iii) Key professional staff qualifications and competence for the assignment:																																							
a) Project Director	[15]																																						
b) Civil Engineer (Design)	[10]																																						
c) Civil Engineer(Construction)	[10]																																						
d) Sworn Land Surveyor	[5]																																						
e) Quantity Surveyor	[3]																																						
f) Technical Assistant	[2]																																						
Total points for criterion (iii):	[45]																																						
<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two subcriteria and relevant percentage weights:</p> <table border="0"> <tbody> <tr> <td>1) General qualifications</td><td style="text-align: right;">[20%]</td></tr> <tr> <td>2) Adequacy for the assignment</td><td style="text-align: right;">[80%]</td></tr> <tr> <td style="text-align: right;">Total weight:</td><td style="text-align: right;">100%</td></tr> </tbody> </table>		1) General qualifications	[20%]	2) Adequacy for the assignment	[80%]	Total weight:	100%																																
1) General qualifications	[20%]																																						
2) Adequacy for the assignment	[80%]																																						
Total weight:	100%																																						

	<p>Total points for the three criteria: 100</p> <p>The minimum technical score S_t required to pass is: <u>70</u> Points</p>
5.7	<p>The formula for determining the financial scores is the following: <i>[Insert either the following formula]</i> $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. <i>[or insert another inversely proportional formula acceptable to the Client]</i></p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.7$ and $P = 0.3$</p>
6.1	<p>Expected date and address for contract negotiations: Date: Will be communicated with the consultant Location : The Municipal City Council of Port Louis, City Hall, 2nd floor, Jules Koenig Street, Port Louis, Republic of Mauritius</p>
7.7	<p>Expected date for commencement of consulting services 7 days after Signature of Contract</p>

Section 3. Technical Proposal - Standard Forms

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 [Insert title of assignment] in accordance with your Invitation for Proposals 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 envelope¹.
- (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 N° 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):	N° 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.]

[illegible]

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 <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[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.]</i> 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.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

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 Invitation for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [Insert amount(s) in words and figures¹]. 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 below²:

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			
	<i>[Indicate Foreign Currency # 1]¹</i>	<i>[Indicate Foreign Currency # 2]¹</i>	<i>[Indicate Foreign Currency # 3]¹</i>	<i>[Indicate Mauritian Rupees]</i>
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 Activity¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]</i> ⁴	<i>[Indicate Foreign Currency # 2]</i> ⁴	<i>[Indicate Foreign Currency # 3]</i> ⁴	<i>[Indicate Mauritian Rupees]</i>
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 Remuneration¹ (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)

[illegible]

- 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.:
3 draftsmen, clerical staff).
4 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
5 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:

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

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.

(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.

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

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)

CONSULTANCY SERVICES FOR DESIGN, SUPERVISION AND PROJECT MANAGEMENT FOR THE CONSTRUCTION AND UPGRADING OF DRAINS IN THE CITY OF PORT LOUIS

Introduction

The City Council of Port Louis is responsible for the construction of drain.

Following recurrent flooding in the City of Port Louis, **the government has provided funding for construction and upgrading of drains in the region of Port Louis. The assignment is** investigating the causes of flooding and identifying appropriate remedial measures with a view to address the flooding problem at **long term** and to implement the most cost-effective solution as well. The Council also intends to redesign the existing drainage network where required.

The locations concerned for this assignment is given in table below:

Lot 2

Lot 2 - Soreze, Pailles, Cassis, Les Salines	
Lot	Project
1	Avenue Colline 2, Pailles
2	Avenue Colline 3, Pailles
3	Avenue Bengali No.3, Pailles
4	cnr Avenue Claude Delaitre/Avenue Colline 1, Pailles
5	cnr Avenue Claude Delaitre/Bengali near Stable), Pailles
6	Adolphe Rolando Street, Canal Dayot
7	J. E. Pitchen Street, Canal Dayot
8	Pengouin 2, Pailles

9	Avenue Dodo 2, Avenue Dodo 3, Pailles
10	Marlin Soreze, Port Louis
11	Avenue Penguin 2, Pailles
12	La Rue Eugene, Les Salines, Port Louis
13	Seraphine Lane, Les Salines, Port Louis
14	Chemin Canal Dayot, Cassis, Port Louis
15	Jean Baptiste Labonte, Cassis, Port Louis
16	Louis Letard, Cassis
17	Ste Marie Lane, Cassis
18	Menagerie, Cassis
19	Victoria La Mongaret, Cassis

The locations shown above are only indicative where works are intended to be focused/carried out. However subsequent to study/design, works may be executed outside these locations up to a proper outlet and same shall not entail any additional fees under this assignment. The consultant shall not limit its study only to these locations but shall consider all factors (internal and external, upstream and downstream) that influence these locations.

Objectives of Constancy Services

In order to address the flooding problem in Port Louis “Consultancy Services required for the design review, detailed design, assistance for the procurement for the works, ensure proper implementation, supervision and project management for the drain project. For four lots

1. Scope of Services

- a) The Consultant shall provide all necessary services in respect design, construction supervision and project management with the primary objective to provide a long-term solution to the flooding problem. Recommendations for construction works shall be assessed using an integrated approach in consideration of the relevant catchment area, including surrounding areas, structures, and foreseeable future developments.

The scope of services shall comprise, but not limited to, the following:

- Review of the existing infrastructure and identification of the needs.
- Collection of data from site observations, drone surveys if required, local inhabitants and other relevant sources;
- Topographical surveys for determination of affected areas /locations and establishment of catchment/ project area;
- The consultant shall consider all the identified flood prone areas as mapped by the Land Drainage Authority in the aforementioned region for assessment
- The Consultant shall carry out the solution study by adopting a holistic and catchment-based approach whereby the source, pathway and final discharge point of the peak flows emanating from upstream catchment as well as from the project area are clearly identified.
- The Consultant shall ensure that the solution proposed does not accentuate flooding downstream the project area or other areas.

The Consultant shall ensure that the proposed drainage infrastructure is designed by adopting the following parameters

- Study of project area, **detailed** compilation of inventory of existing drainage and associated infrastructure, assessment of capability and shortcomings of existing systems;
- Identification and detailed analysis of actual causes of flooding and their historical evolution and forecast their future evolution;
- Identification of possible concepts for drainage schemes, bridges, retention ponds and associated works to resolve the flooding problems;
- Setting up of topographic, hydraulic and hydrologic models. Carry out flood modeling on appropriate software and produce flood pattern, flood maps for visual assessment with and without the proposed solutions;
- Comparison of the merits and drawbacks of possible solutions and recommendation on the most optimum drainage system;
- Identification of the extent of temporary and permanent way leaves and assistance for land acquisition;
- Carry out detailed Cadastral survey and other land surveying exercise, produce accurate drawings using appropriate coordinates system for the purpose of land acquisition/vesting and to assist the Client in the process of land acquisition/vesting by the concerned Ministry/Body (if required).
- Recommendations as regards geotechnical and other investigations which may be required, including interpretation of tests results;
- Preparation of tender documents/specifications/Drawings/scope of works for appointment of Contractor for Geotechnical investigations, if required, and also supervision and contract management thereof. [No additional fees shall be paid for this item, if such documents/services are required. Same shall deemed to be included in quoted prices

- Liaison with service providers and inhabitants for location of existing services and recommendations for relocation, including preparation of relevant drawings;
- Preparation of tender documents/specifications/Drawings/scope of works for appointment of Contractor for site investigation eg. Trial Pits, if required, and also supervision and contract management thereof. [No additional fees shall be paid for this item, if such documents/services are required. Same shall be deemed to be included in quoted price]
- Assistance for liaising with concerned Authorities and other parties associated directly or indirectly with the flooding problems / project and with respect to existing services, way leaves/ clearances, guidelines/ policies/ approval, including preparation of relevant drawings/presentation;
- Design of alternative solution and preparation of cost estimates for comparison;
- Design review and detailed designs of the selected drainage system, structures (bridges etc.) and associated components including preparation of cost estimates for works and other components;
- Recommendations for upgrading of existing drainage system, structures (bridges etc.) cleaning works, etc., including structural and non-structural measures, if any;
- Preparation of drawings required for Design reports, Bid Document, clearances, construction and post-construction etc
- Assist in securing all the clearances and way leaves with all concerned bodies. And including (Meetings, drawings, surveys, reports, presentations, negotiations etc)
- Advising on the possible sequencing/phasing of the project depending on the available budget and prepare an implementation plan. Note that if separate Bid Documents shall be prepared for separate phases of this project, same shall be deemed to be already included in this Consultancy Services and no additional fees will be payable.
- Preparation of Bidding Documents for the drain projects and this may entail to prepare one or several bidding documents. The advice/requirements of the Council and the Central Procurement Board to be taken into consideration and provide assistance in the evaluation of bids for the construction works and assistance during procurement of construction contracts;
- Attend and participate in meetings at the Client's office, on site and at the offices of any related Authority/ stakeholder, MOFED, CPB ETC in connection with the project;
- Attendance to site visits as may be required;
- Supervision of works, certification of payment to Contractors and management of construction contracts;

- Preparation and submission to Client of monthly reports on progress of works, performance of Contractors, constraints, financial aspect of construction works and project briefs/ materials on the projects which may be required from time to time as per format which will be provided by the council
- Contract Management of the Works Contract from the award up to the end of the Defect Liability Period and closure of the project.
- Assistance to Client in the resolution of disputes with Contractors.
- Evaluation of the operational performance of mitigation measures after construction.
- Liaison with Concerned Authorities to obtain all information regarding the ongoing/future works, in view of mitigating abortive works.
- Any other services as required by the Clients, as far as reasonable.
- The appointed Consultant will have to liaise and works in close collaboration with other Consultants of National Development Unit, LDA, other authorities and stakeholders for successful completion of the projects.
- Survey of existing drains and canal/natural water courses etc up to the final outlet
to determine their hydraulic capacity of existing drains /canal/natural water courses etc . (Carry out hydraulic and structural design of the works).
- To assess the condition of the existing metal gratings, slab covers and other structures/infrastructures and gather relevant parameters/information/details as required for design of the works.
- Consultant to advise on contingent and associated works for proper evacuation of water e.g. upgrading of existing drains/water courses/canals(to carry out preliminary and detailed design of the contingent and associated works) with respect to dredging/desilting, cleaning, widening and enlargement works etc (including cost estimates, specification/supervision of the works etc).
- Detailed/final design to be ready/completed as per paragraph 2 of Section 5 - Terms of Reference and the Consultant need to work for several sites simultaneously to complete the design accordingly..
- Payment to Consultant will be made in stages upon the following:
 - (i) acceptance/approval of the final design by the Land drainage Authority
 - (ii) Acceptance/approval for the construction works by the Land Drainage Authority.
- Take notes of all meetings and prepare notes of meeting and circulate as directed by the client.
- To make presentations on the projects/designs or other aspects of the project at the locations and as per requirements of the Council.

- Design to be done as per Land Drainage Authority guideline and any updated guideline including drainage impact assessment or other relevant authorities /stakeholders.

Design to be done as per the following guidelines

Drainage infrastructure	Return Period/years	Minimum freeboard / mm
Drains	25	300
Culverts	50	400
Bridges	100	500

- The Consultant shall, in case of complex projects, submit the phasing of works to attenuate the flooding prior to the next rainy season, where applicable.
- The Consultant shall in its preliminary design stage, submit all the alternatives that may be explored to resolve the problem of flooding within the identified flood prone sites.
- The Consultant shall thereafter assess the technically feasible solutions to be considered for further study. More so, the Consultant shall recommend the best option to be retained for implementation providing the necessary technical and financial justifications.
- The Consultant shall adopt Sustainable Urban Drainage System (SUDS), where applicable, to design efficient sustainable drainage infrastructures to resolve the flooding problem and same to be within the project site as far as possible
- The Consultant shall consider the necessary conservative factors within the drainage design studies to cater for the impact of climate change.
- The Consultant shall provide the necessary detailed hydraulic calculations to demonstrate that the proposed flood mitigating measures will not impact the regions downstream to the project area or other areas.
- The consultant shall undertake a 2D modeling exercise of the project area whereby the following but not limited to, scenarios analysis shall be undertaken:
 - a) A 'Do Nothing' Scenario,
 - b) Different alternatives to remediate the flooding issues,
 - c) The outcome of implementing the proposed flood mitigating measures under different rainfall intensities,
 - d) The safe level of rainfall intensity with respect to the new drainage infrastructure.

All the raw data used and assumptions made for the 2D analysis of the aforementioned scenarios shall be provided in the design report.

- The consultant shall indicate clearly the final outlet where the runoff is to be discharged including its hydraulic capacity up to final discharge.
- The Consultant shall take into account the risks of marine submersion on drainage system along coastal regions and other applicable regions.

- The use of slot drains and RC pipes are not recommended solutions in view of their inherent difficulty of maintenance.

To prepare and submit:

- Disbursement schedules
- Progress report with photographs (before and after the construction works) as per format and requirements of the Council and Land Drainage Authority.
- Design submitted by the Consultant at any stage to be amended/improved as per requirements of the Council/Land Drainage Authority at no extra cost.
- To submit Design reports for individual drain project as per requirements of Council including design calculation.
- To plot alignment of the drains on maps as per requirements of the Council or to assist the council in plotting the alignment of the drains
- To report/attend meetings on the drain's projects within tight deadlines and short notices at the council or other Ministries/stakeholder.

All reports to be submitted by the Consultant shall also be in an **editable soft copy format** to be agreed with the Client and PDF format.

2. Timeframe for Consultancy Services

The duration of the contract for the Consultancy Services is estimated to be for a period of **Seventeen (17) weeks** after signature of Contract (including Design period, Report reviewing/approval time by Client and preparation and submission of Bidding Document), followed by Tender/Evaluation stage, and Construction stage (To be determined jointly by the Consultant and the Council), etc and six months for Defects Liability Period.

A maximum period of **6 weeks** will be allowed after signature of Contract for the submission of a '**Preliminary Design Report**'; then another **3 weeks** will be allowed after approval of the **Preliminary Design Report** for the submission of the '**Detailed Design Report**'; then another **2 weeks** will be allowed after the approval of the Detailed Design Report for the submission of the '**Draft Bidding Document**'; and another **1 week** will be allowed after the approval of the **Draft Bidding Document** for the submission of the '**Final Bidding Document**'. The Consultant shall advise the Client on the duration of the Works Contracts, which the Consultant will be responsible for the supervision and contract and project management until the end of the Defects Liability Period.

The Consultant shall establish an appropriate program for delivery of the services. The program shall be discussed and agreed with the Client. After agreement on the program, the Consultants shall proceed with the project and shall take all reasonable steps to ensure that all targets are met.

It will be the Consultant's responsibility to submit advance/ timely notification to the Client on potential delays for the latter to decide on appropriate actions. The Consultant will be fully responsible for providing timely notification on any

potential delay and for submitting all relevant particulars immediately after occurrence of any delay, such that appropriate amendments may be brought to the services program.

3. Staffing Requirements

It is understood that necessary support staff, offices, equipment, and other facilities will be provided by the Consultants, as may be required for proper implementation of the project. Compliance with the minimum staffing requirement specified hereunder shall not relieve the Consultant of his obligation to completely fulfill its duties as per the Terms of Reference and it will be the full obligation of the Consultant to deploy additional personnel, if required during the contract period, so as to meet the objectives of the project.

Consultants should propose Key Personnel having the minimum Experience/ Qualification as detailed in the table below:

Sn.	Key Personnel	Minimum Experience/ Qualification
1	Project Director	Civil Engineer registered with the Council of Registered Professional Engineers of Mauritius having at least 10 years post registration experience in civil engineering projects.
2	Civil Engineer (Design)	Be registered with the Council of Registered Professional Engineers of Mauritius, as Civil Engineer, having at least 5 years post registration experience in civil engineering projects; and having carried out hydraulic modelling and hydrologic/hydraulic design of land drainage systems for at least 2 projects .
3	Civil Engineer(Construction)	Be registered with the Council of Registered Professional Engineers of Mauritius, as Civil Engineer, having at least 3 years post registration experience in supervision and/or management of civil engineering works
	Quantity Surveyor	Be registered with a Professional Quantity Surveyor's Council and having at least two years post registration experience
4	Sworn Land Surveyor	Having at least a Diploma in Land Surveying with at least 2 years registration with the Professional Land Surveyors' Council
6	Technical Assistant	having a Diploma in Civil Engineering awarded by an academic university or equivalent qualifications with at least 2 years specific experience in works of similar nature

SN	Qualification & Experience Criteria
1	The Consultancy Firm shall have a minimum of Two years (2) experience

4. Project area

The project area is within the jurisdiction of the City Council Of Port Louis and consists of a list of 19 drain projects

- The proposed drainage system shall be able to cater for foreseeable development in the area.

5. Program for Services

The Consultant shall submit, within two weeks of the Letter of Acceptance, a program showing the various tasks to be performed for implementation of the project together with a staffing schedule. The program shall be discussed and agreed with the Client and thereafter, the Consultant shall accordingly proceed with provision of the required services and shall not deviate from same without approval of the Client. The Consultant shall update the program as and when necessary during implementation of the project and shall submit to the Client for consideration.

The Consultant will be required to clearly state and substantiate all assumptions, design criteria and other considerations with respect to recommended proposals.

b) Collection and Review of Information

To liaise with relevant stakeholders and compile existing information on ongoing projects and future projects and examine same to determine extent of further information required.

c) Preliminary Design

To carry out topographical and other surveys, assessment of inventory of existing infrastructures, preparation of drawings, cost estimates and identification of required way leaves/ clearances and relocation of existing services if required.

To establish the actual causes of flooding, drainage pattern and flooding mechanism.

To identify possible alternatives for flood mitigation and to assess their feasibility.

To advise the Client on the need to carry out any investigations/study, including interpretation of resulting data, with a view to identify its likely implications on the proposed project/ works. The Consultant will be reasonably expected to provide any additional specialist services in connection with investigations which may be required at no extra cost.

To investigate all site features susceptible of affecting the proposed works and to advise the Client accordingly. Particular attention is to be given to the existence of services within the site which may adversely affect eventual construction works and such issues will necessarily need to be cleared before award of construction contract for the project. The Consultant will be fully liable for any delay to the project as a result of such omissions.

After the preliminary design stage, drawings, estimated costs and matters regarding clearances and way leaves shall be forwarded to the Client for approval prior to proceeding to the next phase. The Consultant will be required to provide any relevant assistance in order to enable the Client secure any clearances/ way leaves required.

Submission under this stage to be made in the form of a **Preliminary Design Report**.

d) Detailed Design

To comprise detailed designs and preparation of detailed design drawings including details/ drawings for way leaves, clearances, temporary works and relocation of services, detailed construction drawings and detailed cost estimates, including estimates for specific project components, and preparation of Bidding Documents.

To prepare the necessary detailed designs for each component of the works, as appropriate and to advise on phasing of works. (If any)

To assist the Client in seeking the necessary way leaves/clearances, including carrying out of relevant surveys, preparation of relevant drawings and attending meetings with relevant authorities.

Submission under this stage to be made in the form of a **Detailed Design Report**. The format and material to be included in the Detailed Design Report shall be as per the guidelines to be given by the Client.

The Consultant shall prepare and submit detailed design calculations for any component of the project, as and when requested by the Client.

After the submission of the Report, if any additional drawings/details or changes in the drawings/document is as required, same shall be prepared and submitted by the Consultant with due expedition at no extra cost.

e) Bidding Documents

Upon approval of the Detailed Design Report, the Consultant shall prepare and submit a set of bidding documents for construction and same shall be examined by the Client. Any appropriate comments/ suggestions made shall be carefully studied and its implications communicated to the Client. The Consultant shall be required to submit the final documents incorporating any amendments as a result of the foregoing and updated cost estimates.

The Consultant shall assist the Client in the procurement process for construction works and shall attend meetings with the regulatory body regarding any related matter.

The Consultant shall submit all the documents in soft format and also editable soft format (including BOQ, Drawings, etc).

f) Supervision

The Consultant to ensure that all necessary insurances, securities and clearances have been obtained prior to any operations by the Contractor/s on site and that same are compliant with the Client's requirements. Any pending clearances shall be brought to the attention of the Client before award of contract. 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.

Before commencement of works, the Consultant shall discuss and agree upon a proper program of works with the Contractor and shall inform the Client accordingly. In addition, the Consultant shall examine any proposal from the

Contractor before or during the period of construction, as may be appropriate, and shall inform the Client accordingly, together with any appropriate comments and recommendations.

To carry out site regular and systematic site inspections to ensure that works are executed according to the Contract. The Consultant will be fully responsible for non-compliance of the specifications by the Contractor if the matter is not dealt with the latter as per contractual provisions or due to failure by the Consultant to notify the Client in case the matter is not successfully resolved with the Contractor.

Upon occurrence of unforeseen circumstances, which are in the Consultant's opinion susceptible to causing modifications to the nature and/or cost of the Works and to the construction program, the Consultant shall prepare and submit special reports thereon as quickly as possible, reporting on any suggested modifications and associated cost/ contractual implications. Appropriate recommendations shall be made in order to cause the least possible disruption to construction works.

The Consultant to set up a proper recording system, particularly with respect to certain items which are paid on the basis of the actual quantities utilised. In addition, the Consultant will be required to submit all justifications, test reports, compliance certificates, approval sheets, duly certified copies of delivery notes, etc., in respect of each item of works for which payment is recommended by him.

The Consultant shall issue all necessary instructions to the Contractor as may be required and shall not, without the prior approval of the Client, give any instructions which are likely to increase the costs of the works unless, under given circumstances, it is not practicable for the latter to obtain such prior approval.

To examine and assess claims from Contractor for extension of time and other matters relating to construction contracts and to make appropriate recommendations to Client. The Consultant shall take all reasonable steps so as to submit the necessary assessments within the least possible delay after submission of claim by Contractors and shall ensure that proper records are kept as soon as a notification for claim is received or upon the occurrence of events which would lead to delays. The Client shall not consider any claims from Contractor or recommendations from the Consultant in case the required procedure is not observed.

To keep independent records relating to quantities and value of works executed by Contractors on a monthly or other basis, irrespective of whether payment applications are received from Contractor.

The Consultant shall submit a status report on each project within one month or an appropriate period before the scheduled completion date. The report shall mainly highlight progress achieved, the actual progress which could be expected to be made by the Contractor during the remaining period up to the scheduled completion date and possible corrective actions in case of probable delays in the project. The Consultant shall be fully liable for delayed projects where no prior notification is submitted to the Client and/ or which would necessitate additional inputs from the Consultant for supervision tasks.

g) Processing Payment Applications

The contractor shall be responsible for the issue of certificates to the Client for payment to Contractors. The certificate shall be accompanied by all relevant substantiating details so as to enable the Client to effect payments at the earliest and the Consultant shall ensure that the Contractor has fully/ unconditionally complied with the contract requirements.

For any variation in the works, the Consultant shall ensure that approval of the Client has been obtained prior to certifying payment thereof.

The Consultant shall request and ensure right from the start of the Works that the Contractor submits payment applications on a monthly basis and systematically as soon as works are satisfactorily completed on site. The Client shall not be liable for delayed payments to Contractors where payment certificates are received late according to the Conditions of Contract for works completed by Contractor.

The Consultant shall take all necessary steps as regards submission of payment applications from Contractor and submission of corresponding payment certificates with a view to enable the Client to effect regular disbursement of funds. For this purpose, the Consultant will be required to seek cash flow estimates from Contractors as to enable the Client effect to the necessary financial planning.

It will be the full responsibility of the Consultant to keep proper records during the construction stage so as to substantiate any works executed by Contractor, through photographs, daily records sheet, measurement sheets, etc... and same shall need to be acknowledged by the concerned parties and submitted together with payment recommendations. Except with prior approval of the Client, any such records which would be sent after completion of works would not be deemed to constitute proper records and payments for same will not be entertained by Client. The Consultant will bear full liability for such cases where payment is not effected to the Contractor and where the Client is not satisfied about the records provided.

Prior to recommending payments to Contractors, the Consultant shall liaise with the Client on previous payments effected so as to reflect the actual amount due for payment by Client rather than the amount certified. The Client shall not be liable in case short payment is made to Contractors due to failure

on the part of the Consultant to establish the actual amounts previously paid to the Contractor.

h) Testing

The Consultant shall submit, on a regular basis test reports on all projects, giving relevant details of all tests carried out and the corresponding results, as well as the Consultant's comments and appraisal thereof with particular reference to the requirements of the construction contract.

i) Site and Progress Meetings

The Consultant shall hold progress meetings on a regular basis to review the physical and financial progress of works and any other issues arising. The consultant will be responsible to take minutes and circulate the notes of meetings

j) Meetings with Client

The Consultant shall attend meetings/site visits as and when required, with related stakeholders and Authorities and any other meetings necessary for proper implementation of the projects. ***Progress/ Financial Reports***

The Consultant shall submit monthly progress reports on construction projects, highlighting the salient features of each contract, payments certified, independent assessment of value of works executed by Contractor during the month irrespective of whether payment application has been submitted by Contractor, forecast of expenditure, progress photographs, comments on progress of work and comments on performance of Contractors.

The reports shall indicate the likely/ revised value of works on each project so as to convey the realistic/ actual outstanding balance on the project. The Consultant shall take all necessary steps to as to ensure that the disbursements targeted by the Client in respect of projects under construction are not delayed/ deferred unnecessarily. Should certain delays be inevitable, the Consultant will be required to submit the necessary notifications, with explanations and proposed corrective actions, within the shortest delay after occurrence of any event likely to impact on disbursement.

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 to be given by the Client.

k) Completion

The Consultant shall liaise with the Client regarding the procedures to be adopted during the completion stage of the project and shall strictly comply with same.

As-built drawings shall be prepared by the Consultant and submitted as soon as possible following completion of construction works.

The Completion Certificate shall be submitted as soon as possible following completion of the works. A completion report shall also be submitted in the format given by the client or LDA.

Prior to the issue of the Defects Liability Certificate, the Consultant shall submit a Completion Report. The contents and format of the report shall be in line with the requirements of the Client.

No payment will be entertained by the Client to the Contractor in case the Consultant fails to ensure compliance with any of the foregoing provisions. 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 interest 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.

l) Coordination with Other Consultant(s)

Depending on circumstances the Consultant shall take any necessary steps as regards liaison/ coordination with any other Consultant(s) as may be required for proper implementation of the projects.

m) Compliance with Procurement and other Regulating Authorities

The Consultant shall comply with the guidelines, recommendations and directives of the Government Authorities responsible for procurement and Land drainage 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 of the construction work.

n) Additional Services to be Provided by Consultant

If so requested by the Client, the Consultant shall provide any legal or other professional services, such as assisting the latter in cases of arbitration, land acquisition, or any other services in relation to this Consultancy services. The Consultant shall obtain the written agreement/ approval of the Client prior to carrying out any additional services. Payment for additional services provided shall be as per agreed rates.

6. Submission of Documents

The number of hard copies for the different documents to be submitted is as follows:

Document	No. of copies
<u>During Design Stage</u>	
'Preliminary Design Report' including Project Estimates	Four
'Detailed Design Report' including Detailed Project Estimates	Four
'Draft Bidding Documents' including Construction Drawings/BOQ	Three
'Final Bidding Documents' including Construction Drawings/BOQ etc	Three
<u>During Construction Stage</u>	
Monthly Progress and Financial Report on construction projects and programme of works	Three
Payment Certificate (including test Report/ Certificates and other substantiations)	One original and one copy
Programme for Services	Two
As-built drawings	Three
Completion Report	Three
Operational Performance Report	Two

Note: Each deliverable shall also be submitted in soft copy format including PDF and any other format including of editable as directed by the council. Drawings and Bidding Documents shall be submitted in **editable** soft format (CAD) also.

Hard copies including drawings to be submitted in colour and appropriate paper size as directed by the client.

Additional deliverables and number of copies over and above mentioned in table can be requested by the client as no extra cost.

7. Schedule of Payment of Fees

Payment of consultant's fees shall be assessed on the basis of progress achieved as below:

	Description	% of Fee	Cumulative Total
A	Carrying out all necessary services as per the TOR including Design, Site Visits, Surveys, etc., Up to preparation and submission of the Final and approved (By council and Land & Drainage Authority) Detailed Design Report	100%	
(i)	Carrying out Design, site visits, surveys, preparation and submission of ' Preliminary Design Report '	60%	60%
(ii)	Submission of Detailed Design Report	40%	100%
B	Provision of all necessary services as per the TOR excluding Item 1.1 above including preparation and submission of final bidding documents, supervision of the works, project management, etc..	100%	
(iii)	Submission of Final Bidding Documents (complete with drawings) and assistance during procurement exercise, including related inputs up to award of contract and after approval of CPB to invite bid	20%	20%
(iv)	Construction Stage*	60%	80%
(vi)	Issue of Completion Certificate, submission of Test Certificates, As-Built Drawings and Taking Over by Client	10%	90%
(vi)	Issue of Defects Liability Certificate, Additional Test Certificates (if any) and additional As-Built Drawings (if any), Final Taking Over by the Client, preparation of Final Accounts and submission of Final Completion Report	10%	100%

** During the Construction Stage, Payments will be effected at regular intervals on the basis of the ratio of the value of works certified to the Contract value.
Payments at all stages as indicated above will be effected after clearance /approval of the Land Drainage Authority.*

Note: *The Council may not proceed with the Construction works after the Design stage at no liabilities to the Council. The Consultant shall not be entitled for any claim whatsoever in case the Council does not proceed with the Construction works. The Consultant will be paid according to the sum quoted for the services which have been provided only.*

o) PLANNING AND DESIGN STAGE

The scope of services shall comprise, but not limited to, the following:

- Discuss with the Client with a view to have a clear definition of the objectives.
- To propose a drainage concept and which should be in line with long-term sustainable flood mitigating solution
- Topographical surveys for determination of affected locations and establishment of catchment/ project area;
- Prepare reports relating to technical issues at design stage.
- 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.

The consultant is required to carry out project presentations during the design stage

p) TENDERING STAGE

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

- (i) Prepare Form of Guarantee, Instructions to Bidders, etc.
- (ii) Prepare Draft Invitation Letter to Bid and advise the Client on queries or additional information/clarifications sought by Bidders as required.
- (iii) 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.

- (iv) Prepare Draft Letter of Award for the appointment of Contractors.
- (v) Prepare Contract Document for Signature.
- (vi) Attend pre-bid and site visits as may be required.

q) 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 outstanding 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 in compliance 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 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.
13. 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.
14. **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.**

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.(if applicable)
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.

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 project's 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 way leaves, access permits, have been obtained at the correct time from the relevant authorities.
4. Ensure that Contractors comply with the major Construction Regulations, Tender Documents and Specifications.

E. Completion and Commissioning

At completion, consultant should prepare completion certificate as per Land Drainage Authority template

F. Maintenance Period

1. Liaise with Client to carry out monthly site visits or any period agreed in meeting and to note any defects that appear during the defect's 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,
- 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.

r) 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.

The TOR are not exhaustive and the consultants are expected to provide all other services which are generally required for the execution 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 as may be required to meet the objectives of the assignment.

In case of bids for the construction works are to be invited a new ,consultant should revise Bid documents and BOQ

8. Key Personnel

The key personnel listed hereunder shall be deployed on all projects and shall be directly responsible for, inter alia, necessary surveys, study, design and day-to-day management of the project. In addition, the team shall have to ensure that works on construction contracts are carried out as per contract documents and other technical requirements.

1) Project Director

The Consultant shall assign a Project Director who will bear responsibility for all projects, up to the defects liability period of the construction works. He will also be the main liaison officer to the Client.

The Project Director shall be a Civil Engineer **registered with the Council of Registered Professional Engineers of Mauritius** having at least **10 years** post registration experience in civil engineering projects.

- 2) **One Civil Engineer (Design)** – Be registered with the Council of Registered Professional Engineers of Mauritius, as Civil Engineer, having at least **5 years** post registration experience in civil engineering projects; and having carried out **hydraulic modelling** and **hydrologic/hydraulic design** of land drainage systems for at least **2 projects**.
- (i) **One Civil Engineer (Construction)** – Be registered with the Council of Registered Professional Engineers of Mauritius, as Civil Engineer, having at least **3 years** post registration experience in supervision and/or management of civil engineering works;
- (ii) **One Quantity Surveyor** – Be registered with a Professional Quantity Surveyor's Council and having at least **two years** post registration experience;
- (iii) **One Sworn Land Surveyor** – Having at least a Diploma in Land Surveying with at least 2 years registration with the Professional Land Surveyors' Council

- (iv) **One Technical Assistant** - having a Diploma in Civil Engineering awarded by an academic university or equivalent qualifications with at least **2 years** specific experience in works of similar nature

The Technical Assistant shall be deployed on a **full time basis** on site for supervision of construction works, up to taking over of the projects by the Client upon completion of works.

The Technical Assistant should also be deployed full time on site during defects liability period as and when required.

The Consultant shall provide evidence of the **equivalence** of the registration of the professional body for the Civil Engineers, Geotechnical Engineer and/or the Quantity Surveyor, if the proposed personnel is not registered with the Professional Body mentioned above.

The Project Director will be required to attend any meeting chaired by the Client until the issue of Defects Liability Certificate and closure of accounts for the construction contract.

Note: One Key Professional Staff cannot assume the duties of more than one title.

Please note that the onus for the submission of equivalence of qualifications (if applicable) from relevant Authorities rests on the bidder.

Section 6. Standard Forms of Contract

Foreword

Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

STANDARD FORM OF CONTRACT

Consultant's Services
Lump-Sum

Contents

Preface 87

I.	Form of Contract	89
II.	General Conditions of Contract	91
A.	GENERAL PROVISIONS	91
1.	Definitions	77
2.	Relationship between the Parties	92
3.	Law Governing Contract	92
4.	Language	92
5.	Headings	92
6.	Communications	92
7.	Location	93
8.	Authority of Member in Charge	93
9.	Authorized Representatives	93
10.	Fraud and Corruption	93
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	94
11.	Effectiveness of Contract	94
12.	Termination of Contract for Failure to Become Effective	94
13.	Commencement of Services	94
14.	Expiration of Contract	94
15.	Entire Agreement	94
16.	Modifications or Variations	94
17.	Force Majeure	94
18.	Suspension	96
19.	Termination	96
C.	OBLIGATIONS OF THE CONSULTANT	98
20.	General	98
21.	Conflict of Interest	99
22.	Confidentiality	100
23.	Liability of the Consultant	100
24.	Insurance to be taken out by the Consultant	100
25.	Accounting, Inspection and Auditing	101
26.	Reporting Obligations	101

27.....	Proprietary Rights of the Client in Reports and Records	101
28.....	Equipment, Vehicles and Materials	102
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS.....		102
29.....	Description of Key Experts	102
30.....	Replacement of Key Experts	102
31.....	Removal of Experts or Sub-consultants	102
E. OBLIGATIONS OF THE CLIENT		103
32.....	Assistance and Exemptions	103
33.....	Access to Project Site	104
34.....	Change in the Applicable Law Related to Taxes and Duties	104
35.....	Services, Facilities and Property of the Client	104
36.....	Counterpart Personnel	104
37.....	Payment Obligation	104
F. PAYMENTS TO THE CONSULTANT		105
38.....	Contract Price	105
39.....	Taxes and Duties	105
40.....	Currency of Payment	105
41.....	Mode of Billing and Payment	105
42.....	Interest on Delayed Payments	106
G. FAIRNESS AND GOOD FAITH		106
43.....	Good Faith	106
H. SETTLEMENT OF DISPUTES		106
44.....	Amicable Settlement	106
45.....	Dispute Resolution	107
III. Special Conditions of Contract		111
IV. Appendices.....		117
Appendix A – Terms of Reference		117
Appendix B - Key Experts		117
Appendix C – Breakdown of Contract Price.....		117
Appendix D - Form of Advance Payments Guarantee.....		120

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

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 the final text)

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

*[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 (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (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, expertise 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 (including Attachment 1 “Fraud and Corruption”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C;

Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant 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 of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Law” means the laws of Mauritius
- (b) “Client” means the public body that signs the Contract for the Services with the Selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Contract price” means the price to be paid for the performance of the Services, in accordance with Clause 38
- (f) “Day” means a calendar day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than Mauritian Rupees.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of Mauritius.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (n) “Local Currency” means Mauritian Rupees.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

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

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. 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 Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** 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.

9. Authorized Representatives

9.1. 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 **SCC**.

10. Fraud and Corruption

10.1 The Client requires compliance with the Anti-Corruption laws of Mauritius.

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 B shall apply as if such expulsion had been made under Sub-Clause 19.1.1.

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 31.1

a. Commissions and Fees

1.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may

result in termination of the Contract.

- b. Integrity Clause** 10.3 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.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. 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 proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an

event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon

instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. 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. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant commits a material breach or fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (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, upon a determination that because of changed circumstances the continuation of the contract is not in the public interest, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (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 GCC 45.1 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 GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of

19.1.4. Upon termination of this Contract pursuant to Clauses

Rights and Obligations

GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

19.1.7. The Consultant will not be entitled to recover anticipated profits on the completion of the contract.

C. OBLIGATIONS OF THE CONSULTANT**20. General****a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country; or
- (b) 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 Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. 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.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not

receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 Unless otherwise specified in the **SCC**, 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-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall 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.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants 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 specified in the **SCC**, and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a disqualification by the Procurement Policy Office).

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. 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. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the

program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**29. Description of Key
Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key
Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts
or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds

therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess **equivalent or** better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties** 39.1 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 contract details are as specified in the **SCC**.
- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank/insurance guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the

related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) days after receipt of the final report by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in

writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

*Attachment 1 to the Contract***Fraud and Corruption**

1. It is the policy of the Government of Mauritius to require Public Bodies, as well as consultants, their agents (whether declared or not), affiliates, 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 to this policy, the Client:

(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 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 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

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.

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.

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 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 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.
2. In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client.
 3. 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.
 4. Consultants shall furnish information on commission 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 required in the Financial Proposal submission form (Section 4).
 5. 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

^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.

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

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Mauritius.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : The City Council of Port Louis</p> <p>Attention : The Chief Executive</p> <p>Facsimile : 2124258</p> <p>E-mail (where permitted): portlouiscity@municipalcouncil.org</p> <p>Consultant : _____</p> <p> _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p>_____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Head of Public Infrastructure Department</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: N/A
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Three Months</p>

13.1	<p>Commencement of Services:</p> <p>The number of days shall be seven days</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be: After the end of the Defect Liability period for the construction work</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>No additional provisions.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of: The Contract amount MUR 10M;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of : MUR 5M;</p> <p>(c) Third Party liability insurance, with a minimum coverage of : MUR 5M;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(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.</p>

38.1	The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] inclusive of [indicate: of local indirect taxes and taxes on the remunerations.</i>
39.1 and 39.2	<p>For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).</p> <p>With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.</p> <p>Details of contact for the MRA is:</p> <p>Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 • Fax: +230 207 6053</p> <ul style="list-style-type: none"> • Email: largetaxpayer@mra.mu • Website: http://mra.mu
	<p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts "any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(c) (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>

41.2	The payment schedule:			
		Description	% of Fee	Cumulative Total
	A	Carrying out all necessary services as per the TOR including Design, Site Visits, Surveys, etc., Up to preparation and submission of the Final and approved (By council and Land & Drainage Authority) Detailed Design Report	100%	
	(i)	Carrying out Design, site visits, surveys, preparation and submission of ' Preliminary Design Report '	60%	60%
	(ii)	Submission of Detailed Design Report	40%	100%
	B	Provision of all necessary services as per the TOR excluding Item 1.1 above including preparation and submission of final bidding documents, supervision of the works, project management, etc..	100%	
	(iii)	Submission of Final Bidding Documents (complete with drawings) and assistance during procurement exercise, including related inputs up to award of contract and after approval of CPB to invite bid	20%	20%
	(iv)	Construction Stage*	60%	80%
	(vi)	Issue of Completion Certificate, submission of Test Certificates, As-Built Drawings and Taking Over by Client	10%	90%
	(vi)	Issue of Defects Liability Certificate, Additional Test Certificates (if any) and additional As-Built Drawings (if any), Final Taking Over by the Client, preparation of Final Accounts and submission of Final Completion Report	10%	100%

41.2.1	Advance payment is not applicable
41.2.4	The accounts are: for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> .
42.1	The interest rate is: The prevailing rate of interest at the legal rate at that specific time
45.1	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to the competent court of Mauritius

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank/Insurance Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank/Insurance's Name, and Address of Issuing Branch or Office]*

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

Date: _____ *[insert date]*_____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]*_____ with the Beneficiary, 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 _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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.

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 Consultant on their account number _____ at _____ *[name and address of bank/insurance company]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]_____*, *[year]__*,² 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 (URDG) 2010 revision, 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.}

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.”

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 address¹¹]*.

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.

¹¹ Avoid use of “P.O. Box” address

3. Payment**A. Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay 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 below¹²:

[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

¹² 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.

Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- 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 software¹³.
- 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 Resolution¹⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in

¹³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

¹⁴ 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,

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 commits a material breach or fails to 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) For its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest. Upon such a termination, the contractor will be entitled to reimbursement of expenses incurred in the performance of the contract, but will not be entitled to recover anticipated profits on the completion of the contract.

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: _____

termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."