



*Conservatoire National de Musique François
Mitterrand*

R e q u e s t f o r P r o p o s a l

Issued on: 13 January 2020

for

S e l e c t i o n o f C o n s u l t a n t

Procurement Reference No: CNMFM/OAB No. 01 of 2019-20

**Project: Global Consultancy Services for the Proposed
New Building for Auditorium**

**Client: Conservatoire National de Musique François
Mitterrand**

Table of Contents

Section 1. Letter of Invitation	3
Section 2. Instructions to Consultants.....	4
Instructions to Consultants – Data Sheet	25
Section 3. Technical Proposal - Standard Forms	28
Section 4. Financial Proposal - Standard Forms	42
Section 5. Terms of Reference.....	54
Section 6. Standard Forms of Contract	75
Section 7. Sample Contract for Small Assignment.....	84

13.01.2020

Section 1. Letter of Invitation

Procurement Reference No. **CNMFM/OAB No. 01 of 2019-20**

Dear Sir/Madam

1. The Conservatoire National de Musique François Mitterrand invites proposals to provide the following consulting services: **Global Consultancy Services for the New Building for Auditorium**. More details on the services are provided in the Terms of Reference.
2. A firm will be selected under **Quality and Cost Basis** 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. Please inform us in writing at the following address

.....
.....

upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Mrs. Claudie Ricaud
Director

Section 2. Instructions to Consultants

Table of Contents

Definitions.....	5
1. Introduction.....	6
Fraud and Corruption	9
Eligibility.....	11
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	23
7. Award of Contract.....	23
8. Confidentiality	24
9. Debriefing	24

Instructions to Consultants

*[This section 'Instructions to Consultants' shall not be modified except for the purpose of inviting proposals through Open Advertised Bidding method, where so indicated. Any necessary changes acceptable to the Procurement Policy Office to address any specific project issues, shall be introduced only through the **Data Sheet** (e.g., by adding new reference paragraphs)]*

Definitions

- (a) “Client” means the Public Body with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Mauritius.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (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 The shortlisted 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 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**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) :

^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.

ppo.govmu.org.

- 1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.7.4 The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Clients obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

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 (Registration of Consultant and Contractors) Regulation 2014, Consultants currently operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.
 - (b) Notwithstanding paragraphs (a), a firm or person that was undertaking assignments in Mauritius immediately before 1 August 2014 may continue to undertake assignments until 30 June 2016, without being registered as a consultant or foreign consultant, as the case may be. They may thus participate in public procurement and be awarded a public contract during that period.
 - (c) Subject to paragraph (b) 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.

(d) 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.

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

(f) 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	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.
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) *If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader.*

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 *shortlisted 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 [insert the time and date of the**

*submission deadline indicated in the **Data Sheet**]*". 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:
- (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: Conservatoire National de Musique François Mitterrand</p> <p>Address : Avenue Murphy, Quatre Bornes</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 – <u>but in two separate envelopes</u></p> <p>Name of the assignment is: Global Consultancy Services for the Proposed New Building for the Auditorium at Quatre Bornes</p>
1.3	<p>A pre-proposal conference will be held on <u>Tuesday 21 January 2020 at 10 30 hours in the conference room of the Conservatoire</u> National de Musique François Mitterrand</p> <p>The Client's representative is: The Director of the Conservatoire National de Musique François Mitterrand - Mrs. Claudie Ricaud</p> <p>Address: Avenue Murphy, Quatre Bornes Phone: 424 1012/ 427 7270</p>
1.4	The Client will provide the following inputs and facilities: Site plan of the proposed site is being provided
1.6.1	The Client envisages the need for continuity for downstream work: No
1.12	Proposals must remain valid <u>for ninety (90) days</u> after the submission date.
1.81	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 15 days before the submission date.</p> <p>The address for requesting clarifications is: The Project Manager – Mr. Dharam Bunjun from the Ministry of Arts & Cultural Heritage.</p> <p>Facsimile: dharam.bunjun@govmu.org</p>

3.3(a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.4	The format of the Technical Proposal to be submitted is: FTP.
3.4 (d)	<p>The Professional Staff team shall comprise, as a minimum, the following Key Personnel:</p> <p>(i) <i>Team Leader</i></p> <p>(ii) <i>Architect;</i></p> <p>(iii) <i>Structural/Civil Engineer;</i></p> <p>(iv) <i>Mechanical & Electrical Engineer</i></p> <p>(v) <i>Quantity Surveyor;</i></p> <p>(vi) <i>Landscape Architect</i></p> <p><i>The requirements for each of the Key Personnel are specified in the Terms of Reference.</i></p> <p><i>The Consultant may propose additional Personnel not listed above and shall provide relevant justifications for their deployment.</i></p>
3.4 (g)	Training is a specific component of this assignment: No
3.6	<p>The Consultant shall include the items mentioned hereunder in its Lump sum price.</p> <ol style="list-style-type: none"> (1) cost of office accommodation, investigations and surveys; (2) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (3) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (4) cost of printing and dispatching of the reports to be produced for the Services; (5) other allowances where applicable and provisional or fixed sums (if any); and (6) cost of such further items required for purposes of the Services not covered in the foregoing.
3.8	Consultant to state local cost in the national currency: Yes
4.2	<i>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</i>

	<p><i>The name and position held by each person signing the authorization must be typed or printed below the signature.</i></p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>																														
4.3	Consultant must submit the original and 2 copies of the Technical Proposal, and the original of the Financial Proposal. <i>Technical Proposal and the Financial Proposal should be in two separate envelopes.</i>																														
4.5	<p>The Proposal submission address is: Conservatoire National de Musique François Mitterrand, Murphy Avenue, Quatre Bornes.</p> <p>Proposals must be submitted not later than the following date and time: <u>Tuesday 04 February 2020 by 13 30 hours at latest.</u></p>																														
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table> <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:</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;">20</td></tr> <tr> <td> b) Work plan</td><td style="text-align: right;">20</td></tr> <tr> <td> c) Organization and staffing</td><td style="text-align: right;">10</td></tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td><td style="text-align: right;">60</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Team Leader</td><td style="text-align: right;">10</td></tr> <tr> <td> b) Architect</td><td style="text-align: right;">9</td></tr> <tr> <td> c) Structural Engineer</td><td style="text-align: right;">7</td></tr> <tr> <td> d) Quantity Surveyor</td><td style="text-align: right;">5</td></tr> <tr> <td> e) Mechanical & Electrical Engineer</td><td style="text-align: right;">6</td></tr> <tr> <td> f) Landscape Architect</td><td style="text-align: right;">3</td></tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td><td style="text-align: right;">40</td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	10	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	20	b) Work plan	20	c) Organization and staffing	10	Total points for criterion (ii):	60	(iii) Key professional staff qualifications and competence for the assignment:		a) Team Leader	10	b) Architect	9	c) Structural Engineer	7	d) Quantity Surveyor	5	e) Mechanical & Electrical Engineer	6	f) Landscape Architect	3	Total points for criterion (iii):	40
	<u>Points</u>																														
(i) Specific experience of the Consultants relevant to the assignment:	10																														
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:																															
a) Technical approach and methodology	20																														
b) Work plan	20																														
c) Organization and staffing	10																														
Total points for criterion (ii):	60																														
(iii) Key professional staff qualifications and competence for the assignment:																															
a) Team Leader	10																														
b) Architect	9																														
c) Structural Engineer	7																														
d) Quantity Surveyor	5																														
e) Mechanical & Electrical Engineer	6																														
f) Landscape Architect	3																														
Total points for criterion (iii):	40																														
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.8$ and $P = 0.2$</p>																														
6.1	Expected date for commencement of consulting services: <u>seven (7) days as from letter of acceptance.</u>																														

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	29
Form TECH-2: Consultant's Organization and Experience	31
A - Consultant's Organization.....	31
B - Consultant's Experience.....	32
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client	33
A - On the Terms of Reference	33
B - On Counterpart Staff and Facilities.....	34
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment	35
Form TECH-5: Team Composition and Task Assignments	36
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	37
Form TECH-7: Staffing Schedule ¹	39
Form TECH-8 Work Schedule	40

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 **Proposed new building for Auditorium** 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 envelope.
- (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

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

None

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 with Registration No. and date of Registration:** _____

- 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

[illegible]

	contract													
12	Handing Over of Site & Start of Construction													
13	Construction stage													
14	Completion & Start of Defect Liability Period													
15	Submission of test certificates, as-made drawings, guarantee certificates, maintenance, manuals													
16	Submission of Final Accounts & Agreement thereon													
17	Making Good Defects & Final Handing Over													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Government 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.....	43
Form FIN-2: Summary of Costs	45
Form FIN-3: Breakdown of Costs by Activity ¹	46
Form FIN-4: Breakdown of Remuneration ¹ (Lump-Sum).....	47
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)	48
Appendix: Financial Negotiations - Breakdown of Remuneration Rates.....	49

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 (Rs)	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>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>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)

Name ²	Position ³	Staff-month Rate ⁴
Local Staff		
Team Leader		[Home] [Field]
Architect		
Structural/Civil Engineer		
Mechanical/ Electrical Engineer		
Quantity Surveyor		
Landscape Architect		
Others - (specify)		

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

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(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 Public Body)

N°	Description ¹	Unit	Unit Cost ²
	Team Leader – Principal inclusive of Junior Staff, Office charges and travelling	Per hour	
	Architect – inclusive of Junior Staff, Office charges and travelling	Per hour	
	Structural Engineer, Principal – inclusive of Junior Staff, Office charges and travelling	Per hour	
	Quantity Surveyor, Principal- inclusive of Junior Staff, Office charges and travelling	Per hour	
	M & E Engineer, Principal- inclusive of Junior Staff, Office charges and travelling (Electrical)	Per hour	
	M & E Engineer - inclusive of Junior Staff, Office charges and travelling (Mechanical)	Per hour	
	Clerk of works		
	Printing Expenses		
	A-1 size (Colour) A-1 size (Black & White)	Per sheet Per sheet	
	A-2 size (Colour) A-2 size (Black & White)	Per sheet Per sheet	
	A-3 size (Colour) A-3 size (Black & White)	Per sheet Per sheet	
	A-4 size (Colour) A-4 size (Black & White)	Per sheet Per sheet	
	Binding	Pert copy	

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. In this case, the amount of this social cost shall still be shown under social costs,

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

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

1.0 Introduction:

The project comprises of the design of an auditorium meant for performances of music at the Conservatoire National de Musique François Mitterrand, Murphy Street, Quatre Bornes.

2.0 Objective of the consultancy services:

It is proposed to construct a new modern auditorium to satisfy the needs of the user.

The project shall consist of the following:

- Access roads, site works, landscaping;
- Parkings; and
- all other ancillary services.

Detail requirement of the project is at Annex I

The gross floor area of the project is around 330 m² and the project should be in line with international standards, energy efficient and in compliance with Safety and Health Regulations currently in force in Mauritius.

The site

The site for the project of an approximate extent 86 m²

3.0 Profile of Consultants:

- 3.1 – Team Leader: Bachelor's Degree in Architecture or Civil Engineering and post Graduate Qualification with at least 10 years of professional experience in the relevant field registered with the relevant professional body. The Team Leader shall have experience as Team Leader in at least 2 projects of similar nature.
- 3.2 Architect: Bachelor's Degree in Architecture having a minimum of 10 years professional experience and registered with the Professional Architect's Council. The Architect shall have experience in at least 2 projects of similar nature during the last 3 years.
- 3.3 Civil/Structural Engineer: Bachelor's Degree in Civil/Structural Engineering having a minimum of 10 years professional experience and registered with the Council of Professional Engineers of Mauritius. The Engineer shall have experience in at least 2 projects of similar nature during the last 3 years.

- 3.4 Electrical Engineer: Bachelor's Degree in Electrical Engineering having a minimum of 5 years experience and registered with the Council of Professional Engineers of Mauritius. The Engineer shall have experience in at least 2 projects of similar nature during the last 3 years.
- 3.5 Mechanical Engineer: Bachelor's Degree in Mechanical Engineering having a minimum of 10 years of experience. The Engineer shall have experience in at least 2 projects of similar nature during the last 3 years.
- 3.6 Quantity Surveyor: The Quantity Surveyor shall have at least five years experience post professional membership of the Royal Institution of Chartered Surveyors (MRICS) or equivalent as approved by the Professional Quantity Surveyors Council. The Quantity Surveyor shall have experience in at least 2 projects of similar nature during the last 3 years.
- 3.7 Land scape Architect: Degree in Landscape Architecture with at least 3 years post qualification experience.

Scope of services

4.0 TERMS OF REFERENCE – GLOBAL CONSULTANCY

4.1 ARCHITECTURAL

The Consulting Architect will have to work in close collaboration with the Structural Engineer, Quantity Surveyor, Mechanical/ Electrical Engineer and Landscape Architect for the project. The Consulting Architect shall be responsible for the direction and integration of the work of all sub-Consultants appointed for the project but shall not be responsible for the detailed design, inspection and performance of work entrusted to them.

The services to be provided by the Consulting Architect shall consist of all or any of the following as may be necessary in the particular case -

- (i) prepare preliminary design for clients' approval after collection of brief, carrying out detailed survey of the existing site and facilities and submission of report; 3-D presentation of the proposed scheme may be envisaged.
- (ii) prepare detailed planning and design of the project.
- (iii) consult the relevant authorities concerned including the Government Fire Services, Ministry of Housing & Lands, Ministry of Health and Quality of Life, Fire Services and Ministry of Agro-Industry & Food Technology, Central Electricity Board to ensure that the proposed design comply with all statutory regulations prevailing in this country and to obtain their clearances as may be required;
- (iv) Provide all required information of the project to the Quantity Surveyor working on the project for the preparation the cost estimate
- (v) attend Buildings Plan Committee at the Ministry of Public Infrastructure and Land Transport ;
- (vi) work in collaboration with sub-consultants appointed by himself and by the Client and to co-ordinate all the services to be rendered by them;

(vii) be responsible for:

- (a) preparation of all bidding documents (with the collaboration of other sub-consultants working on the same project);
- (b) approval of those parts of the bidding documents prepared by other sub-consultants viz.:
 - Conditions of Contract,
 - Specifications,
 - Bills of Quantities;
- (c) compilation of complete sets of bidding documents for main and sub-contract works.
(The fees quoted shall include the provision of 10 (ten) sets of complete bid documents);
- (d) assisting, if required, in the evaluation of bids and preparation of Bid Evaluation Report.
- (e) supervision of the works and management of the contract during the execution stage. The Architect is to hold regular site meetings at least every fortnight and site visits at least twice a week.
- (f) initiate timely action for appointment of nominated sub-contractors (if any) within main contractor's programme;
- (g) issuing completion and maintenance certificates for the Contract;
- (h) collaborate with Quantity Surveyor for valuations and certifying payments;
- (i) liaise with the Client on any matter pertaining to this project, as and when required;
- (j) performing any other duties that may be required by the Client in relation to this project;
- (k) ensure the submission to the Client at the completion of the project complete sets of as-made drawings on negatives (CD) in Autocad version and two sets in hardcopy and maintenance manuals; and
- (l) Assist in arbitration matters, reply to Director of Audit and attend Public Accounts Committee.

4.2 CIVIL/STRUCTURAL ENGINEERING

4.2.1 GENERAL

- (i) The Consulting Civil/Structural Engineer shall perform all the works necessary by utilising the most economical, effective and widely accepted engineering concepts on this project and shall at all times show **a high degree of professionalism in his work.**
- (ii) The Consulting Civil/ Structural Engineer shall be required to work in a team including the Architect, Quantity Surveyor, Mechanical/Electrical Engineer and other professionals and shall corporate fully with them during the course of the project.

4.2.2 PRE CONTRACT & POST CONTRACT SERVICES

The services to be provided by the Consulting Civil/Structural Engineer shall comprise all or any of the following as may be necessary in the particular case but shall always be under the direction of and/or with the approval of the Client.

(i) PRE CONTRACT

The Consulting Civil/Structural Engineer will be fully responsible for the design of all the structural and civil engineering works involved in the project under reference. The services to be provided by the Consulting Civil/Structural Engineer shall include but shall not be limited to the following:-

- a) An inspection of the site;
- b) Consultations with the Client;
- c) Investigation and collation of available data;
- d) Consultations with Local Authorities in connection with the proposals;
- e) Attendance of meetings in connection with the design of the Engineering Works;
- f) Advise on Conditions of Contract, Forms of Bid and Documents, on matters necessary for placing a Contract for the Construction of the Engineering Works, on acceptance or otherwise of any bid and on prices and estimates where competitive bids are not obtained.
- g) Advise the Client to the necessity for model tests, laboratory tests, in-situ tests, analysis and/or other investigations as are required to determine on the basis of

technical and economic criteria the appropriate measures to attain the objectives stated above;

h) Preliminary design:-

- Submission of a design report, on A4 size, including the conceptual design, design parameters, materials, assumptions, standards and preliminary calculations:
- The Consulting Civil/Structural Engineer shall carry out a soil investigation to determine the ground and sub-strata conditions in view of future building construction. The Consulting Civil/Structural Engineer shall submit a geotechnical investigation report.
- Submission of the preliminary structural drawings of the Structural and Civil Engineering Works including layouts, sections and site plan.

i) Working Drawings/Documents:-

Submission to the Employer of the following documents:-

- Full design calculations certified by the Consulting Civil/Structural Engineer (3 hard copies);
- Detailed Engineering Drawings (15 hard copies) with layouts, sections, reinforcement drawings and other drawings certified by the Civil/Structural Engineer. Scale to be as follows:
 - (i) Site layout 1:100
 - (ii) Structural layout drawings, reinforcement drawings 1:50
 - (iii) Sections and details 1:20
- Specifications (15 hard copies)
- Geotechnical investigation report (3 hard copies)

j) The Consulting Civil/Structural Engineer shall also assist in the evaluation of bids and preparation of the Bid Evaluation Report.

A soft copy shall also be submitted for all drawings and specifications.

CLIENT'S REQUIREMENTS FOR CIVIL AND STRUCTURAL ENGINEERING WORKS

I Loads

- (a) **Dead Loads**: Loads of material and finishes to be those given by the appropriate British Standards with latest amendments. Where not given it will be actually ascertained from the determination of their respective density by an approved testing authority, e.g. Mauritius Standard Bureau and/or Ministry of Public Infrastructure, & Land Transport (Public Infrastructure Division), Phoenix.

- (b) **Live/Superimposed loads**
They will be those recommended in BS 6399: Part 1 (1996) with latest amendments and BS 6399: Part 3 for roof loads. Loads for storage areas where specified should be calculated based on the materials to be stored and agreed with Client. These loads will be considered as superimposed loads. The new buildings and any associated structures will have areas which will be subject to heavy stationery storage loads, heavy equipment loads and moving vehicular loads. All such areas will have to be designed to sustain such heavy loads due to storage, heavy equipment and moving vehicular loads. Also, the dynamic and vibratory aspects of such loads will have to be taken into account in the design.

- (c) **Wind Loads**
The new buildings and any associated structures and components will be designed to withstand wind loads as calculated by British Standard Code of Practice CP3. Ch V: Part 2 1972 including subsequent amendments to date.
They will be designed for the basic wind speed V i.e. 3 second gust wind speed estimated to exceed on the average once in 50 years but not less than 280 Km/hour.
Additionally the new buildings and any associated structures and components including construction and expansion joints will be designed for normal rainfall including rain storm with or without cyclone winds to achieve the desired performance for water tightness by the Architect. The Consulting Civil/Structural Engineer is required to advise the Architect accordingly.

- (d) **Water Loads**
Any load due to water shall be calculated as per BS 8007.

- (e) The Consulting Civil/Structural Engineer shall ensure that his design meets the requirements of relevant British Standards related to buildings containing machinery.

- (f) The Consulting Civil/Structural Engineer shall liaise with the Consulting Architect, the Consulting Mechanical and Electrical Engineer and with any other relevant parties and shall take into account their requirements in his design.

II Durability

(a) Design and Construction

The new buildings and any associated structures and components are required to be designed and built to comply with durability as required in the relevant British Standard Codes of Practice. However, the minimum design life for buildings will be 60 years from the date of their completion and handing over to Client.

(b) Code Napoleon for “Gros Ouvrages”

Design and construction of the new buildings and all other structures and all the structural elements/components are to be governed by the provisions of the Code Napoleon.

III Fire resistance

The new buildings and all other structures and all structural elements/components are required to be designed for the necessary fire resistance according to the relevant British Standards. The fire resistance of the new buildings and all other structures and all structural elements/components shall be designed for a fire resistance of not less than 2 hours.

IV Tests

The Consulting Civil/Structural Engineer shall arrange for the necessary site and laboratory tests, as required, to ascertain the safe allowable bearing capacity of the soil strata on which foundations of the new buildings and any associated structures and components are to be built. The Consulting Civil/Structural Engineer shall prepare and submit to the Client the geotechnical investigation report including all the tests results so as to justify his assumptions made in his design calculations. Foundations will be designed and constructed as recommended in British Standard 8004 with all amendments to date. All charges for such tests shall be deemed to have been included in the Consultants’ quoted fee for the project.

V Superstructure

1. The reinforced concrete structure of the new buildings and all other structures and all the structural elements/components shall be designed to meet the requirements of British Standard 8110 and any other relevant British Standard or other relevant codes with all amendments to date.
2. In all cases reinforced and/or plain concrete, design and construction of the buildings shall comply in all respects with the latest edition of British Standard 8110.
3. In all cases load-bearing walls shall comply with latest edition of BS5628 including all amendments to date for materials and components design and workmanship for load bearing walls.
4. Design and construction of superstructure and for its parts/components in structural steel shall comply in all respects with latest edition of British Standard 5950 including all amendments to date.

5. Design and construction of superstructure and/or its part components in structural timber shall comply in all respects with latest edition of British Standard 5268 “Structural use of timber” including all amendments to date.
6. Contraction/expansion joints shall be designed and constructed to comply with the requirements of section eight “Movement joints” of BS 8110 Part 2 including all amendments to date.
7. Design and construction of aluminium sections and members shall comply in all respects with latest edition of British Standard 8118 “Structural Use of Aluminium” including all amendments to date.
8. Design and construction of glazing elements shall comply in all respects with latest edition of relevant British Standards including all amendments to date.
9. Design and construction of elements in other structural materials including structural adhesives etc, shall comply in all respects with latest edition of relevant British Standards including all amendments to date.

VI Substructure and Superstructure - other items

- (a) Design and construction of any part of the sub-structure and foundations will comply in all respect with BS 8004 “Foundations” including all amendments to date. Foundations subject to dynamic and vibratory loads will have to be designed to resist such dynamic and vibratory loads.
- (b) Design and construction of any part of the civil works will comply in all respect with the relevant British Standards.
- (c) Design and construction of any part of the structure for water retaining reinforced concrete structure without tanking membrane as required by specifications will comply in all respects with BS 8007, Code of Practice for design of concrete structures for retaining aqueous liquids.

(ii) POST CONTRACT

The Consulting Civil/Structural Engineer will be fully responsible for the technical inspection, supervision and monitoring of all the structural and civil engineering works involved in the project under reference. The Consultant shall provide an Engineer on the project to carry out supervision of the works. The Consultant shall also provide such other additional staff required for the proper supervision of the works.

These duties of the Consulting Civil/Structural Engineer and his team shall include but shall not necessarily be limited to the following:

- general inspection of the construction of the Engineering works in the form of such periodic visits to the site as the Resident Civil/Structural Engineer considers necessary in order to ensure that the Engineering works are carried

out in accordance with the requirements and intention of the design and structural instructions given;

- attending site visits and participating in site meetings for the duration of the project;
- checking contractors/nominated sub-contractors/suppliers calculations/drawings for permanent works for conformity with design requirements and including detailed checking of shop details for erection fit;
- making arrangements for the inspection and testing of such materials and plants as are usually inspected or tested in relation to quality of works;
- giving instructions for appropriate repairs to faulty works, if any is observed during construction.
- detailed checking of reinforcement in position on the site;
- constant supervision during concreting operations;
- detailed checking of all structural works e.g. steel, aluminium, timber, etc;
- checking of any design of special formwork submitted by Contractor;
- inspection on site of all formworks including any special formwork;
- checking of the setting out of the following portions of the Engineering works:
 - (a) Reinforced concrete works
 - (b) Line and level of formwork
 - (c) Line and level of structural steelworks
 - (d) Holding down bolts for structural steelworks
 - (e) Structural elements of the glazing system
- provide assistance to the Consultant and other members of his team with respect to the relocation of site services that may be required during the construction stage;
- assist the Consultant and other members of his team to examine, evaluate and make recommendations to the Client on claims from the Contractor for extension of time, payment for extra works (variations) or other matters.
- assist the Consultant and other members of his team to advise the Client on any dispute with the contractor.

The Consulting Civil/Structural Engineer shall ensure that all documents/drawings/calculations/reports and any other submittals required from the Contractor are promptly and duly submitted to the Client.

(iii) OTHER SERVICES

The Consulting Civil/Structural Engineer shall provide as and when required such other services, which may be required of a Civil/Structural Engineer and which are cognate with the duties specified heretofore as well as assist with Arbitration matters, reply to Director of Audit and attend Public Accounts Committees.

4.3 QUANTITY SURVEYING

TERMS OF REFERENCE FOR CONSULTING QUANTITY SURVEYOR

PRE-CONTACT

1. Work within a multidisciplinary team of professional consultants where there would be a team leader and in line with the provisions of the Public Procurement Act 2006 (PPA).
2. Prepare and submit cost estimates at various stages of the project in consultation with the members of the consultancy team.
3. Carry out cost planning, cost monitoring and value engineering exercises during the various stages of design to ensure that there is no over-run in budget.
4. Prepare projected cash flows for the contract as and when required.
5. Attend meetings related to the project.
6. Prepare and submit full bid documents with specifications, Conditions of Contract including any other relevant documents. This should be in compliance with the PPA in a manner to meet the exigencies of the Procurement Policy Office and the Central Procurement Board.
7. Advise on any aspect that can influence costs and measures that can be taken in order to ensure that the budget for the project is not exceeded.
8. Assist bid evaluation committee, if required, in the evaluation of bids received and report thereon.
9. Form part or provide assistance to the negotiation team, if required.
10. Assist in the award of procurement contracts and signature of contracts.
10. Carry out such other duties as may be required of a Quantity Surveyor.

POST CONTRACT

1. Prepare and submit revised cash flows for the contract as and when required.
2. Assess variations, contractual claims including but not limited to compensation claims as well as reporting on cost implications. Seek approval of Employer before inclusion of assessed claims other than value of works.
3. Prepare and submit valuations including approved variations, if any.
4. Carry out any re-measurement necessary under the contract.
5. Attend site meetings, coordination meetings and any other meetings related to the project.
6. Assist, advise and submit report to the Employer and the supervising team on all contractual matters, disputes, arbitration and litigation cases including attending to such cases.
7. Assist the team to ensure a sound financial management of the contract.
8. Prepare monthly cost reports.
9. Prepare and submit certified final account statements.
10. Assist and submit reports to the Employer in replying queries from audit and other committees including attending meetings in connection when requested to do so.
11. Carry out such other duties as may be required of a Quantity Surveyor and in relation to any conditions of contract used.

4.4 MECHANICAL AND ELECTRICAL Services

Qualifications and Experience of M & E Consultant

In case the M&E Consultant requires additional expertise in the field of Mechanical Engineering he/she may work in association with another M&E consultant as a team. The Electrical Engineer shall preferably be the team leader or Principal consultant in the M&E team.

Terms of reference M&E Consultant

For building construction projects, the M & E Consultant or team of M&E Consultants shall work within a consultancy team led by the Lead Consultant.

The M&E Consultant or team of M&E consultants, hereinafter known as M&E consultant, shall be responsible for the design, supervision, coordination, testing and commissioning of all the M&E works. He will have to work in close collaboration with other consultants on the project.

Life-Cycle Cost

The M&E consultants shall conduct life-cycle cost studies on the Electrical Electromechanical and Mechanical system.

The design should ensure an adequate level of building environmental conditioning at the least life-cycle cost. Design decisions for the project shall be based on consideration of life-cycle cost. The life-cycle cost study and analysis shall examine all practical civil, structural, mechanical, electrical, plumbing, energy conservation components, and other systems to determine alternatives and associated maintenance and operational costs. Alternative choices shall be made on the basis of least life-cycle cost rather than first cost. It is further expected that all mechanical equipment shall be installed with future maintenance needs, such as adequate accessibility, taken into account and that established commercial practices be followed.

Energy conservation must be a special-interest item in the design. To make the facility design functional from an energy conservation standpoint, the designer must consider and include, where applicable, the following:

- (a) Heating equipment shall be energy efficient. Use limited range thermostats available from established manufacturers.
- (b) Renewal energy technologies should be used whenever feasible and cost effective. Consider high-temperature solar or other energy sources.
- (c) Consider solar hot water systems for energy efficiency. Maximize water efficiency by specifying water conserving fixture, equipment, and systems.

Sustainability and Environmental Compatibility

The buildings must incorporate sustainable development principles. The goals of sustainability are to conserve energy, water, and raw materials; prevent environmental degradation caused by construction, operations, and disposal of facilities; and create built environments which are livable, healthy and productive.

A sustainable facility achieves optimum resource efficiency and minimizes damage to the human and natural environments through all the phases of its life cycle. Sustainable development requires an integrated approach to programming, planning, and design.

The project team works with six fundamental sustainability principles:

- optimize site potential
- minimize energy consumption
- protect and conserve water
- use environmentally preferable products
- enhance indoor environmental quality, and
- design to minimize the impact of facility O&M practices

Design requirements

To carry out detailed designs of electrical power, indoor and outdoor lighting, earthing system, lighting and surge protection inclusive of all plants required to make it fully functional and operational. The electrical design shall be to latest edition of the BS7671 and CIBSE guidelines. The M&E Consultant shall also take into consideration any prevailing laws applicable at the time of design. The M&E Consultant shall advise the Client on the appropriate standards. Appropriate architectural screen or enclosure shall be provided for exterior equipment such as generators, fuel oil tanks, condensers and chiller equipment to maintain the aesthetics of the facility. When selecting equipment, the saline environment (wherever applicable) and high humidity shall be taken into consideration.

The duties of the M&E Consultant shall include but not limited to the following:-

- (a) Monitor the project throughout the design, documentation and development phases to ensure conformity with statutory requirements.
- (b) Liaise with relevant authorities
- (c) Design and draw up preliminary schemes based on the electrical requirements furnished and in agreement with the Client and on the rating of all apparatus/equipment that will be installed in the building and its premises including those existing ones. . It is also required to ensure that the entire electrical installations with prevailing Electricity Act and to the latest edition of the BS 7671.
- (d) Design the distribution systems and prepare single line diagrams with details of accessories and equipment.
- (e) Make detailed specifications of all electrical items, including outdoor/indoor equipment, distribution panels and related items.
- (f) Design and prepare detailed layout drawings for the necessary switchgear, individual power, indoor lighting, outdoor lighting and earthing system/s.
- (g) Prepare detailed conduit layouts floor wise and duct routes, as necessary for use during construction of building.

- (h) Prepare documents required for floating of bid in connection with the M&E services complying with statutory requirements.
- (i) Prepare detailed schedules and procedures for maintaining, operating and testing electrical systems shall be developed and maintained.
- (j) Assist, if required the appropriate authorities and the Client in evaluation of offers.
- (k) Supervise, test and commission of the whole systems.
- (l) Follow up during the Defects and liability period.
- (m) The electrical services which are normally required are detailed hereunder but shall not be limited to the following:
 - Interior and exterior lighting (parking lot, obstruction lighting, emergency lighting, external lighting, Security lighting, Perimeter lighting etc)
 - Power inclusive of power for equipment, accessories/appliances and plants
 - Provision of standby power and backup power systems
 - Lightning and surge power protection (also isolation of technical power and critical-technical power to protect them from transient voltage variations)
 - Coordination of protective devices
 - Air Conditioning and Ventilation
 - Fire detection system
 - CCTV – Systems
 - Access control and security
 - Intercom
 - Telephone and data communication
 - Lift installation
 - Electrical installations including all electrical fittings in the buildings and its premises
 - Illuminated egress and Exit signage
 - Uninterrupted Power Supply (UPS)
 - Refrigeration systems
 - Alternative energy systems (e.g. central energy facility, cogeneration, solar and photovoltaic etc)
 - Testing and commissioning in presence of Client
 - Preparation of maintenance schedule and checklist for maintenance contractors and post guarantee maintenance contract
- (n) The mechanical services which are normally required are detailed hereunder but shall not be limited to the following:
 - Cold Water Reticulation
 - i. Design of gravity and pressurized cold water distribution system

-
- ii. Work out the capacity of underground, ground and overhead storage water tanks taking into consideration all related factors including the supply for firefighting purposes.
 - iii. Selection and sizing of all internal, external and underground reticulation system, water pumps and pressure vessels, pipework accessories and ancillaries according to efficiency and performance curves.
 - iv. Sizing of water hammer arrestors, air release valves, pressure regulating valves, etc.
 - v. Selection and sizing of underground and aboveground water pipes according to frequency of use and specific application taking into consideration frictional losses and noise.
 - vi. Recommending water contamination and preservation measures and advising on sterilization of potable water tanks.
 - Hot Water Reticulation
 - i. Selection and sizing of solar water heaters conforming with MS EN 12976-1:2006 or any other equivalent standard.
 - ii. Design of hybrid solar/gas and or solar/electric systems including distribution network, selection of piping and insulation material, incorporation of thermostatic mixing valves, circulating pumps and other accessories.
 - iii. Sizing of pipes, pumps, hot water storage vessels, expansion vessels, relief valves, etc.
 - iv. Consider preservation of energy and heat recovery system.
 - Waste and Sewage Systems
 - i. Sizing of waste, sewage and ventilation pipes according to frequency of use, discharge units and relevant BS standards.
 - ii. Issue detailed layout drawings of waste and sewage networks, manholes and gully traps taking into consideration cover and invert levels, depths and sizes.
 - iii. Sizing of grease separators, lifting pumps, lifting wells (dry and wet) and associated controls.
 - iv. Sizing of septic tanks according to frequency of use and minimum retention time.
 - v. Determine and size the capacity of waste water treatment plants, recommend appropriate treatment installations and equipment and processes necessary to meet the local environmental norms for effluent discharge.
 - vi. Determine and size the capacity of absorption pits and leaching fields taking into consideration the geophysical properties of soil and water table and as per Design Guidance on Plot Sewage Disposal of the Ministry of Housing and Lands.
 - Fire Fighting System
 - i. Study the fire hazard and local statutory requirements for fire protection and fire safety.
 - ii. Assess the risk factors associated with the intended use of the building with various types of machinery, equipment, materials and consumables to be used during its operation and also to be stored in main and chemical stores.
 - iii. Assess risk factor of occupied building and liaise with other services for the design of an integral system.
 - iv. Select and design the appropriate fire prevention and firefighting system comprising of portable fire extinguishers, hose reel and sprinkler system, hydrant system (dry and wet riser) and associated controls.

- v. Design, if necessary, specialized fire prevention and fire-fighting system for specific application including foam system and gas suppression system and associated ancillaries and controls.
- vi. Design smoke ventilation and staircase pressurization system and advise Client on its application accordingly.
- vii. Size all equipment, control and required accessories including water storage tanks, pipe works, fire extinguishers, hose reels duty/standby pumps, jockey pumps.
- viii. Set up fire services guidelines in case of fire outbreak of fire.

Acoustics

- (a) Perform noise related calculations and assess sound levels that would result from machines, fixed installations, plant and equipment inside and outside of the proposed new building and submit appropriate attenuation measures and recommendations in order to be in line with OSHA requirements.
- (b) Advise on the implementation and application of appropriate measures to isolate systems from noise generating machines/devices/equipment and other fixed installations.

Rain Water Harvesting

- (a) To advise and recommend the suitability or otherwise of rain water harvesting system and its intended use for irrigation, washing/cleaning or other purposes.
- (b) To design, size, prepare the detailed layout and specifications of such a system for its optimum utilization with due consideration for its practical operation and ease of maintenance.

Other Mechanical Installations

- (a) Based on any other requirements of the client, to advise and recommend the most appropriate mechanical system or services to meet the particular purpose.
- (b) Provide specifications, detailed design and drawing of the recommended mechanical system or services and estimated costs thereof and of any specialized equipment/system not mentioned above but deemed necessary for the proper, safe and fully operational installation.

Training of Personnel

- (a) Provide training to Client's personnel or its representatives on operation, maintenance and repairs of all installation system, components, plant and equipment.
- (b) Submit training program details including target personnel, duration and training contents.
- (c) Training shall be conducted by qualified and recognized trainers/resource persons delegated by the manufacturer of the equipment.
- (d) For maintenance and repairs of major plants and equipment such as lifts, generators, BMS, CCTV, Central Air conditioning, Fire detection, Firefighting, etc., specialized

plant and equipment training should be conducted at the manufacturer's premises which avail all required facilities, tools and diagnostic instruments for such purposes.

- (e) For training (locally or overseas) on of major electrical plants and equipment, specialist electrical plants and equipment, the M&E consultant should cater, as a minimum provision in the Bid documents, for the training of an Electrical Engineer and another staff of the supervisory grade from MPI (Electrical) i.e. Energy Services Division
- (f) For training (locally or overseas) on major Mechanical plants and equipment, specialist Mechanical plants and equipment, the M&E consultant should cater, as a minimum provision in the Bid documents, for the training of a Mechanical Engineer and another staff of the supervisory grade from the MPI (Mechanical).

Operation and Maintenance of M&E plants and equipment

- (a) Provide detailed specifications for the Operation and Maintenance schedules of the M&E Systems during the first 5 years of operation including the defect Liability Period.
- (b) Provide detail drawings, test reports and manuals required for the operation and maintenance of all the M&E systems including the following:
 - Installation Manuals
 - As made drawings
 - Operation manuals
 - Maintenance manuals and Trouble Shooting Guidelines
 - Spare parts manuals for each system and their respective individual components
 - Electrical wiring and electronic controls diagrams of the Systems

General Notes

In respect of all the mechanical and electrical services enumerated above, the M & E Consultants shall provide the following services:

- (a) Liaise with all stakeholders and carry out surveys and site visits in order to carry out the design. Conduct meetings with Client and appropriate bodies for reviewing requirement and appraise them of design prior to submitting final design;
- (b) Make provision, as necessary and in agreement with the Client, in all the services as to accommodate for any possible future expansion/improvements as necessary;
- (c) Submit, for the procurement exercise, 10(ten) sets of all drawings and documents to the Client inclusive of one set on tracing paper and indicate the rate for submitting additional sets of all drawings and documents. Also to submit separate sets of same on CDs (AUTOCAD) and one on 32GB pen drive;
- (d) Prepare sections/elevations of all equipment, wherever required, to explain the scheme in detail;
- (e) Prepare detailed bill of quantities including specifications, conditions of contract for the electrical and mechanical services which include, among others, provision for the laying of all conduits, trunking and cable tray layouts, as well as any layout of trenches, manholes, etc., lighting and other electrical fittings/items, ducts, electrical sub-station, fire fighting, fire alarm system lightning protection system, earthing;
- (f) Advise the Client in the matter of selection of contractors for the issue of bids;

- (g) Assist bid evaluation committee, if required, in the analysis of bids received and report thereon.
- (h) Assist in award of procurement contracts and signature of contracts;
- (i) Assume full responsibility with regard to the design, calculation and drawings, even after same have been duly vetted by the relevant authority;
- (j) Check and approve detailed drawings of the suppliers and manufacturers;
- (k) Issue bids to the Contractors selected by the client including issue of amendments, errata sheets, if any, before last date of submission of tenders by the Contractors;
- (l) Set the project duration in consultation with other Consultants and in accordance with the project implementation program;
- (m) Supply required sets of working well in time for maintaining smooth and unhindered progress of work at site and on request from the Client;
- (n) Prepare and submit required sets of completion drawings to enable the Client to obtain completion certificate from the concerned authorities. 3 additional sets of 'as-made drawings' should be submitted to the Client; 1 set of as made drawings shall be submitted in soft copy (AUTOCAD);
- (o) Visit the site to inspect the quality and progress of work;
- (p) Attend the coordination, technical and site meetings, general inspection of the construction works to ensure that the works are carried out in accordance with the requirements, specifications and designs;
- (q) Co-ordinate with the Client, other consultant on the project and the Ministry of Public Infrastructure during the progress of the Works;
- (r) Assist the Quantity Surveyor in checking and preparing of interim certificates, value the work in progress during the construction period at monthly interval and valuation of various contracts;
- (s) Assist Architect, Energy Services Division and Ministry of Public Infrastructure and Client in any dispute that may arise during the execution of the work;
- (t) Prepare rate analysis for any extra/deviated items that may arise during construction for approval, check and evaluate any claim from the M & E contractors;
- (u) Submit filled in copy of the accepted tender based on the actual of work done including extra/deviated items after the construction is completed in all respects and bills finalized and to assist the Quantity Surveyor in the above item of work;
- (v) To assist in replying of Audit queries including attending meetings in connection when requested;
- (w) Attend and respond to queries of the Public Accounts Committee;
- (x) Assist in the assessment of Loss & Expense in case of claim;
- (y) Assist in arbitration matters, reply to queries from Audit and attend meetings when requested.

4.5 Landscape Architect

The Consulting Landscape Architect will have to work in close collaboration with the Consulting Architect, Structural Engineer, Quantity Surveyor and Mechanical/Electrical Engineer.

The Landscape Architect will have to report to the Consulting Architect.

The services to be provided by the Consulting Landscape Architect shall consist of all or any of the following as may be necessary in the particular case -

- a) perform all the works necessary on this project, by utilising the most economical, effective and widely accepted landscape architectural principles and concepts;
- b) at all times show a high degree of professionalism in his/her work;
- c) conduct a site investigation to review existing site conditions. This investigation includes a site meeting with the client and photographic records of existing conditions. The existing site elements, opportunities and constraints should then be considered in the development of the concept design;
- d) preparation of documents that include the locations of existing vegetation to be retained, relocated or removed, as well as a schedule of existing vegetation, vegetation protection, weed management and maintenance;
- e) preparation of a preliminary master plan documentation for approval by the Consulting Architect and the client. It involves the liaison and coordination with the client and relevant sub-consultants, and the preparation of the landscape concept plan of the whole site including any feature areas;
- f) review of preliminary master plan with the Consulting Architect and the client and incorporate changes desired;
- g) upon approval of preliminary design, prepare of a schematic landscape plan, showing hard and soft landscape complete with sufficient information to explain the general form, content and quality of the final proposal. This includes-
 1. Preparation of details of landscaping elements;
 2. Preparation of schedule of shrubs, trees, and other plants;
- h) preparation of detailed documentation for the client, Operational Works Approval (if required) and construction. It includes the liaison and coordination with the Consulting Architect and the client. Landscape Construction and Landscape Planting Plans should then be produced, as well as Landscape Details to enable construction;
- i) assist the Consulting Architect in conducting bids or negotiations with landscape contractors;
- j) check and approve samples of materials and plants;
- k) supervise construction works
- l) conduct final inspection and approval of landscaping works.

5.0 Time frame for the Consultancy services

The time frame for the Consultancy services is follows:

- (i) Consultation and finalisation of brief, site investigation - 3 weeks
- (ii) Preparation, finalisation of preliminary design and estimate – 3 weeks
- (iii) Clearances and approval – 3 weeks
- (iv) Detail design and working drawings and bid document – 12 weeks
- (v) Procurement process and evaluation – 12 weeks
- (vi) Award of Contract and Contractual formalities – 3 weeks
- (vii) Construction - 15 months
- (viii) Defect Liability period – 12 months.

Section 6. Standard Forms of Contract

This Section contains the following for Lump-Sum Contract:

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

Contents

Preface.....	78
I. Form of Contract	80
II. General Conditions of Contract.....	82
1. General Provisions	82
1.1 Definitions.....	82
1.2 Law Governing Contract.....	83
1.3 Language.....	83
1.4 Notices	83
1.5 Location	83
1.6 Authority of Member in Charge	83
1.7 Authorized Representatives	83
1.8 Taxes and Duties.....	84
1.9 Fraud and Corruption.....	84
2. Commencement, Completion, Modification and Termination of Contract.....	86
2.1 Effectiveness of Contract.....	86
2.2 Commencement of Services	86
2.3 Expiration of Contract.....	86
2.4 Modifications or Variations	86
2.5 Force Majeure	86
2.6 Termination.....	87
3. Obligations of the Consultant.....	88
3.1 General.....	88
3.2 Conflict of Interests.....	88
3.3 Confidentiality	89
3.4 Insurance to be Taken Out by the Consultant	89
3.5 Consultant's Actions Requiring Client's Prior Approval	89
3.6 Reporting Obligations.....	89
3.7 Documents Prepared by the Consultant to be the Property of the Client	89
3.8 Accounting, Inspection and Auditing	89
4. CONSULTANT'S Personnel.....	90
4.1 Description of Personnel.....	90
4.2 Removal and/or Replacement of Personnel	90
5. Obligations of the Client	91
5.1 Assistance and Exemptions.....	91

5.2	Change in the Applicable Law Related to Taxes and Duties	91
5.3	Services and Facilities.....	91
6.	Payments to the Consultant.....	91
6.1	Lump-Sum Payment	91
6.2	Contract Price.....	91
6.3	Payment for Additional Services	91
6.4	Terms and Conditions of Payment.....	91
6.5	Interest on Delayed Payments.....	92
7.	Good Faith	92
7.1	Good Faith.....	92
8.	Settlement Of Disputes	92
8.1	Amicable Settlement	92
8.2	Dispute Resolution	92
III.	Special Conditions of Contract	93
IV.	Appendices.....	96
	Appendix A – Description of Services.....	96
	Appendix B - Reporting Requirements.....	96
	Appendix C - Key Personnel and Sub-Consultants	96
	Appendix D - Breakdown of Contract Price in Foreign Currency.....	110
	Appendix E - Breakdown of Contract Price in Local Currency	96
	Appendix F - Services and Facilities Provided by the Client	96
	Appendix G - Form of Advance Payments Guarantee.....	96

Preface

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

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

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*
 - Appendix A: Description of Services _____
 - Appendix B: Reporting Requirements _____
 - Appendix C: Key Personnel and Sub-Consultants _____
 - Appendix D: Breakdown of Contract Price in Foreign Currency _____ Not used
 - Appendix E: Breakdown of Contract Price in Local Currency _____
 - Appendix F: Services and Facilities Provided by the Client _____
 - Appendix G: Form of Advance Payment Guarantee _____ Not used
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Republic of Mauritius
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than Mauritian Rupees.
- (g) “GC” means the General Conditions of Contract.
- (h) “Government” means the Government of the Republic of Mauritius
- (i) “In writing” means communicated in written form with proof of receipt.
- (j) “Local Currency” means Mauritian rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

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

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Mauritius.
- 1.3 Language** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Mauritius or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

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

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

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

1.9 Fraud and Corruption

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

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

1.9.1 Definitions

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

- (i) “corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁹ is impairing or harming, or threatening to

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

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

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

impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.6.

**1.9.2
Measures to be
Taken**

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

**1.9.3
Commissions
and Fees**

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

**1.9.4
Integrity
Clause**

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

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

⁹ A “party” refers to a participant in the selection process or contract execution.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

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

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgement of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment Upon

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

- Termination** 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict

with the activities assigned to them under this Contract.

- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and** 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of

Auditing

the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

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

4. CONSULTANT'S PERSONNEL**4.1 Description of Personnel**

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in Mauritian Rupees is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the

conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

**6.5 Interest on
Delayed
Payments**

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

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

**8.1 Amicable
Settlement**

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

**8.2 Dispute
Resolution**

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

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p>The addresses are:</p> <p>Client: Conservatoire National de Musique François Mitterrand, Avenue Murphy, Quatre Bornes</p> <p>Attention: Mrs Claudie Ricaud, The Director of the Conservatoire National de Musique François Mitterrand</p> <p>Facsimile: 424 9283</p> <p>E-mail: dir.cnmfm@ymail.com</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
	<p>{ The Member in Charge is <i>[insert name of member]</i> }</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: Claudie Ricaud, Director</p> <p>For the Consultant: _____</p>

1.8	For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).
2.2	The date for the commencement of Services is: Date of Signature of Contract Agreement.
2.3	The time period shall be until all services have been completely rendered. The consultant shall work in according to an implementation schedule mutually agreed.
3.4	The risks and the coverage shall be as follows: (a) professional liability insurance, with a minimum coverage of Rs 5.0 M for each Consultant/firm involved in the project
3.7 (b)	Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.
5.1	<i>Not applicable</i>
6.2(b)	The amount in Mauritian rupees is

6.4	Payments shall be made according to the following schedule: (a) Completion & approval of the Preliminary Design by the Client – 15% (b) Completion of Working Drawing & Bid Documents including B.O.Q. – 30% (c) Approval of bidding document by the Procurement Authority and floating of Bid – 05% (d) On Award of Contract – 10% (e) Construction Stage (Based on progress of works) – 35% (f) Issue of Completion certificate, submission of all test certificates and as-made drawings – 05%
6.5	Not applicable
8.2	The matter shall be referred to the “ competent courts of Mauritius”

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: Refer to Terms of Reference

APPENDIX B - REPORTING REQUIREMENTS

Note: Refer to Terms of Reference

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

- a) Team Leader
- b) Architect
- b) Structural Engineer
- c) Quantity Surveyor
- d) Mechanical & Electrical Engineer
- e) Landscape Architect

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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

- *Site plan*
- *List of Equipment (existing & New) to be accommodated in the new building*

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Site and Location Plans

