

**REPUBLIC OF MAURITIUS**



**ROAD DEVELOPMENT AUTHORITY**

**Request for Proposal (RFP) for**

**FRAMEWORK AGREEMENT FOR CONSULTANCY  
SERVICES FOR ROADS, BRIDGES, DRAINS, AND  
ALLIED PROJECTS**

**Procurement Reference: E/CSF/RDA/07/07-2021**

August 2021

# **Table of Contents**

- Section 1 - Request for Proposal for Framework Agreement for Consultancy  
Services for Roads, Bridges and Allied Projects
- Section 2 - Instructions to Consultants
- Section 3 – Technical and Financial Proposal - Standard Forms
- Section 4 – Terms of Reference
- Section 5 – Framework Agreement
- Section 6 – Standard Forms of Contract

## Section 1

### **Framework Agreement for Consultancy Services for Roads, Bridges and Allied Projects**

1. Applications are invited through the e-Procurement System (e-PS) from consultants to enter into a framework agreement with the Road Development Authority (RDA) for the provision of multi-disciplinary consulting Services during a period of one year for the implementation of projects relating to roads, bridges, drains and allied works in Republic of Mauritius and Rodrigues. The RDA may request the Consultant to provide design, supervision, and project management Services.
2. The RDA is focusing on adaptation to climate change as well as the development of resilient infrastructure using innovative and sustainable design, construction techniques, and materials. Therefore, the RDA expects the Consultant to provide the Services of key personnel having knowledge and experience in adaptation to climate change, design and construction of resilient infrastructure, and sustainable development.
3. The RDA may request the Consultant to provide Services for specific assignments of short duration where it is not expected that the professional key staff will work outside the office. In such cases, the RDA will issue an Order for Homework and the Consultant will be remunerated according to the hours of Services determined by the RDA.
4. The RDA may ask the Consultant to offer training to the RDA personnel by any proposed key staff. The RDA will provide all facilities related to the training and will remunerate the Consultants' key staff at the same quoted rate.
5. The total value of the consultancy assignments shall not exceed MUR 30 Million over the period of one year. Regarding Field Work (Work carried out on the project site or in the office in Mauritius for assignments where there is a need for the professional staff to mobilize outside the office to perform any part of the assignment), the minimum duration of an assignment will not be less than two weeks and the maximum cost of an assignment shall not exceed MUR 10 Million. The Consultant shall mobilize the professional staff within a maximum period of 14 calendar days once requested by RDA to start the Services.

Regarding Home Work (Work carried out in the office in a country where the staff resides for assignments where there is no need to perform any part of the assignment outside the office), the minimum duration of an assignment will not be less than 5 hours and the maximum cost of an assignment shall not exceed MUR 1 Million. The professional staff should start the assignment within a maximum period of 24 hours once requested by RDA to start the Services.

6. The duration of the framework agreement shall be one year. A specific assignment, requiring the Services of any key professional staff, shall typically vary between two weeks and 12 weeks for Field Work and between 5 hours and 50 hours for Home Work. The RDA may request the Consultant to provide the Services of professional staff for periods exceeding 12 weeks during the contract period in case of complex assignments.
7. Consultants will be required to submit proposals on the e-PS to enter into a framework agreement with the RDA which should satisfy the technical, commercial, and financial requirements elaborated in this document.
8. The project value quoted by the Consultant will be fixed over the duration of the Contract. **The consultants must quote for all items in both tables in the Financial Proposal to avoid disqualification during the procurement stage.**
9. Selection of Consultants will be based on compliance with the qualification requirements specified in the Contract Documents.
10. During the framework agreement period, as and when required, the RDA shall allocate projects for consultancy Services to the Consultant. The RDA reserves the right not to allocate any assignment during the contract period. The RDA may choose another method to appoint a consultant at any time to conduct any study, design, project management, supervision, etc.
11. Consultants will continue to provide Services under the Contract beyond the one years' framework agreement period as a function of the duration of construction projects, including the end of the Defects Notification Period of the construction contracts. The RDA shall avoid, as far as possible, using the consultancy Services towards the end of the one years' period.

Section 1 – Instructions to Consultant

12. Proposals must be submitted online on the eProcurement System at latest by ***AS PER KEY ACTIVITY SCHEDULE.***
13. Proposals received will be opened online in the presence of the Consultants' representatives who choose to attend at the address given hereunder on ***AS PER KEY ACTIVITY SCHEDULE.***
14. Interested parties may obtain further details on this Invitation from the Public Body.
15. For the purposes of this Contract, a man-month shall consist of 30 calendar days, a week shall consist of 7 calendar days, and a calendar day shall consist of 8 hours. All above time periods are deemed to include non-working time.

**Table of Contents**

Section 2 - Instructions to Consultants.....6  
Data Sheet.....41

### **Section 2- Instructions to Consultants**

[This section ‘Instructions to Consultants’ shall not be modified except for the purpose of inviting proposals through Open Advertised Bidding method. 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 with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client
- (i) “PPO” means the Procurement Policy Office of

## Section 2 – Instructions to Consultant

### 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 4 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**.

The Public Body may in such situations as defined in sub-paragraph 1.7 or where the Consultant is considerably delaying its deliverables have recourse to other Consultant subscribed to the Framework Agreement to execute Works until such time that the situation is remedied.

- 1.2 The 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

## Section 2 – Instructions to Consultant

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.

## Section 2 – Instructions to Consultant

- 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 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.<sup>1</sup> 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 party<sup>2</sup>;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;

---

<sup>1</sup> 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.

<sup>2</sup> “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.

<sup>3</sup> 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



## Section 2 – Instructions to Consultant

influence the selection process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;

(v) “obstructive practice” is

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

(bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 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<sup>b</sup>, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

---

<sup>5</sup> “Party” refers to a participant in the selection process or contract execution.

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

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

1.7.2 Consultants and public officials shall be also aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : [ppo.govmu.org](http://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.

1.7.4 The Client 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 Client obtains information on the conduct of any

of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

- Eligibility**
- 1.8 Consultants participating in this selection process shall ascertain that they satisfy the eligibility criteria mentioned hereunder.
- 1.8.1 (a) In accordance with CIDB Act 2008, Consultants currently operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.

1.8.1 (b) Consultants are strongly advised to consult the website of the CIDB [cidb.govmu.org](http://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.

- |  |      |  |
|--|------|--|
| <b>Eligibility of Sub-Consultants</b>          | 1.9  | Sub-consultants undertaking assignments on behalf of main consultants are also subject to registration as applicable to consultants.   |
| <b>Origin of Goods and Consulting Services</b> | 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"><li>(i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or</li><li>(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.</li></ul> |
| <b>Only one Proposal</b>                       | 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** The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, using the online clarifications feature available in the e-Procurement System. The Client will endeavor to respond online to any request for clarification no later than 7 days prior to the dead line for submission of bids (bid preparation and hash submission), provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The e-Procurement System shall alert all those who have downloaded the Bidding Documents in case of Invitation for Proposals through open advertised bidding or the shortlisted consultants where the RFP follows a shortlisting of consultants, of any clarification issued by the Client. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online.

- Any amendment issued shall be part of the Request for Proposal Documents. All those who have downloaded the bidding documents or been shortlisted shall be alerted by the e-Procurement System.
- Consultants shall acknowledge receipt of all amendments online. 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.

- 2.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**3. Preparation of Proposals**

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

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

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

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

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

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

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

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

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

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

**Technical Proposal  
Format and Content**

3.4 The Technical Proposal shall be prepared using the templates referred to in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

- (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

## Section 2 – Instructions to Consultant

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 (a) The Financial Proposal shall be prepared using the templates referred to in Section 3. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts, including all expenses indicated in the **Data Sheet**.

The Bid Prices quoted in the Financial Forms shall be without VAT on the remunerations.

**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

**4. Submission,  
Receipt and,  
Opening of  
Proposals**

4.1 The Consultant shall submit online a signed and complete Proposal comprising the documents and forms in accordance with ITC 3. Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

4.2 The online submission shall be digitally signed



by an authorized representative of the Consultant. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal or as otherwise specified in the **Data Sheet**.

4.3 A Proposal submitted by a Joint Venture shall be signed online by an authorized representative who has a written power of attorney signed by each member's authorized representative. The authorization document should also accompany the Technical Submission online.

4.4 Bidders shall follow the Guidelines provided for online submission.

4.5 No proposal submitted physically shall be accepted, except for and if so specified in the **Data Sheet**, items such as bulky documents and drawings which are not available in soft copies or may not be scanned for submission online.

## **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(Quality Based Selection)**

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 notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score; and

The Client shall simultaneously notify through the e-Procurement System those Consultants whose Proposals were considered responsive to the RFP and

## Section 2 – Instructions to Consultant

TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

- a. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation.

- b. The Consultant's attendance at the opening of the Financial Proposals (in person) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened online by the Client's Bid Opening Committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. At the opening, the names of the Consultants, and the overall technical scores shall be read out. The Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted

Proposals.

- 5.5 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**:  $S = St \times T\% + Sf \times P\%$ .
- 5.6 Notwithstanding the above, the Public Body may in such situations where the Consultant is delaying or refusing its deliverables as previously agreed according to a programme of Work have recourse to the next best evaluated Consultant subscribed to the Framework Agreement to execute Works until such time that the situation is remedied.
- 5.7 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, 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. 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 3 - 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. Selection to enter into Framework Agreement**

7.1 The Consultant whose bid attains the minimum technical highest score, in accordance with the criteria and selection method set forth in the request for proposals, shall be selected for award, subject to satisfactory conclusion of negotiation.

7.2 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 In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the selected Consultants shall be a letter of award to enter into a Framework Agreement. Within 21 days from the date of issue of the letter of award, the selected Consultants should sign framework agreement with the Public Body.

7.4 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://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 5.

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

7.6 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**

<p><b>1.1</b></p>	<p>Name of the Client: <b>Road Development Authority (RDA)</b></p> <p><b>Method of Selection:</b> Quality and Cost-Based Selection (QCBS)</p>
<p><b>1.2</b></p>	<p>Name of the assignment is: CONSULTANCY SERVICES FOR ROADS, BRIDGES, DRAINS, AND ALLIED PROJECTS.</p>
<p><b>1.3</b></p>	<p>A <b>Pre-Proposal Meeting</b> will be held: <b>No</b></p> <p>The Client’s representative is:</p> <p style="text-align: center;"><b>The General Manager Road Development Authority Conference Room 8<sup>th</sup> Floor, Blue Tower Rue de L’Institut Ebene 80817</b></p> <p style="text-align: center;">Tel No. + 230 467 8600 Fax No. + 230 467 2056</p>
<p><b>1.4</b></p>	<p>The Client shall provide adequate logistics for training of RDA staff.</p>
<p><b>1.8.1</b></p>	<p><b>The Client shall <u>not</u> consider a proposal from a Consultant which do <u>not</u> satisfy the registration requirements as spelt out in this clause.</b></p>
<p><b>1.12</b></p>	<p>Proposals must remain valid <b>120 days as from</b> the submission date, the deadline being counted as day one of the validity period.</p>

<b>2.1</b>	Clarifications may be requested not later than 14 days before the deadline for submission of proposals.
<b>3.3 (b)</b>	The maximum estimated number of professional input required for the project is 150 man-months for Field Work and 650 hours for Home Work.
<b>3.4</b>	<p>The format shall be Full Technical proposal.</p> <p>The Consultant should demonstrate having at least 10 years of experience individually or as a lead partner in joint ventures in the design, supervision, and management of roads, bridges, and allied projects. The Consultant shall also provide key professional staff having the minimum qualifications mentioned in this document.</p>
<b>3.4 (g)</b>	The RDA may allocate training assignments to the consultant.
<b>3.6</b>	<p>The consultancy Services shall be provided for roads, bridges, drains and allied Works undertaken by the RDA over the whole of Mauritius and Rodrigues.</p> <p>The RDA may assign a civil engineer to accompany key professional staff in the spirit of collaboration and knowledge transfer.</p> <p>In the financial proposal, the consultant shall quote for a fixed price inclusive of all other expenses related to the staff and supporting staff costs, overheads, communication and travelling expenses to site office, accommodation, cost of reports to be submitted, meeting with clients/other ministries and other associated costs to fully comply with the Terms of Reference. Any costs related to back up support (such as assistants) for the provision of Services by any key staff will be deemed included in the rate quoted for the proposed key staff. The quoted price shall exclude VAT.</p> <p>For assignments in Rodrigues, the RDA shall only reimburse return air ticket from Mauritius to Rodrigues (economy) on submission of evidence. The Consultant shall quote for cost of per diem/day for Rodrigues in Form Fin 4 separately.</p>

Section 2: Instructions to Consultant - BDS

<b>3.7</b>	The contact details are:  Mauritius Revenue Authority Ehram Court Cnr Mgr. Gonin & Sir Virgil Naz Streets Port Louis  Tel : +230 207 5912 Fax : +230 207 6016 Email: <a href="mailto:yamini.rangasamy@mra.mu">yamini.rangasamy@mra.mu</a>  Website: <a href="http://mra.mu">http://mra.mu</a>
<b>3.8</b>	The Consultant should quote on a fixed rate basis.
<b>4.2</b>	This authorization shall consist of written confirmation and shall be scanned and uploaded on the e-PS 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 through a Power of Attorney.  The name and position held by each person signing the authorization must be typed or printed below the signature.  Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.
<b>4.3</b>	The Consultant must submit the bid on the e-PS.

<p><b>4.5</b></p>	<p>Proposals must be submitted through the e-PS not later than: the date and time set in the Key Activity Schedule on the e-Procurement System.</p> <p><b>The opening of Technical shall take place at:</b></p> <p><b>Bid Opening</b></p> <p><b>Online Bid Opening shall be held within the time frame in the Key Activity schedule on the e-Procurement system.</b></p> <p>Start Date and Time (Mauritian): <i>As per Key Activity Schedule</i></p> <p>End Date and Time (Mauritian): <i>As per Key Activity Schedule</i></p>
-------------------	--

<b>5.2</b>	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:			<u>Points</u>
	(i) Specific experience of the Consultants relevant to the assignment:			<b>[20]</b>
	(ii) Key professional staff qualifications and competence for the assignment (as per key personnel required):			
			Field Work	Home Work
	1.	1 Project Manager	[4]	
	2.	1 Highway Engineer	[4]	[2]
	3.	1 Pavement/Materials Engineer	[4]	[2]
	4.	1 Traffic Engineer	[4]	[2]
	5.	1 Geotechnical Engineer	[4]	[2]
	6.	1 Stormwater/Drainage Engineer	[4]	[2]
	7.	1 Bridge Structural Engineer	[4]	[2]
	8.	1 Tunnel Engineer	[4]	[2]
	9.	1 Transport Economist	[4]	
	10.	1 Quantity Surveyor	[4]	
	11.	1 Sworn Land Surveyor	[4]	
	12.	1 Contract/Claim Expert	[4]	[2]
	13.	1 Environmental Specialist	[4]	
	14.	1 Electrical Engineer (Road Lighting)	[4]	
	15.	1 Sociologist	[4]	
	16.	1 Asset Management Expert	[4]	
			<b>[64]</b>	<b>[16]</b>
		<b>Total points for criterion (ii)</b>	<b>[80]</b>	
	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:			
	1)	General qualifications	[40 %]	
	2)	Adequacy for the assignment	[60 %]	
		Total weight	100%	
	All proposed Key Professional Staff should be able to read, write, and speak English fluently.			
	<b>Total points for the two criteria:</b>			<b>[100]</b>
	A substantially responsive bid is one which obtains the minimum technical score.			

	<p>The minimum technical score required to pass is: <b>70 Points</b></p> <p>Prior to allocation of assignment, the RDA may request the replacement of Key professional staff who does not meet the minimum Qualification Required. However, the technical points and rates shall remain unchanged for purpose of evaluation for selection. Payment shall be made as per submission at Form Fin 4.</p>
5.3	Not Applicable
5.5	<p><b><u>Technical Evaluation to be selected under the Framework Agreement.</u></b></p> <p>All substantially responsive bidders meeting the minimum technical score of 70 points shall be selected for award under the Framework Agreement.</p> <p><b><u>Technical and Financial Evaluation to allocate assignments.</u></b></p> <p>The RDA will determine the price of each assignment by calculating the total cost of the professional staff man-months required for the assignment. The RDA will also determine the total points of the Key professional staff qualifications required for each assignment based on score obtained as per <b>Data Sheet 5.2(ii)</b></p> <p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>St = 100 x Tm/ T, in which “St is the technical score, “Tm” is the highest score, and “T” is the score of the technical under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 0.75 and</b></p> <p><b>P = 0.25.</b></p> <p>Proposals are 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) as following:</p> <p>S = St x T% + Sf x P%.</p>

Section 2: Instructions to Consultant - BDS

<b>6.1</b>	Expected date and address for contract negotiations are: <b>Date: October 2021</b> Address: <p style="text-align: center;"><b>Road Development Authority Conference Room 8th Floor, Blue Tower Rue de L’Institut Ebene 80817</b></p>
<b>7.6</b>	Expected date for commencement of consulting Services: November 2021.



**Section 3. Technical Proposal - Standard Forms (to be filled on the e-PS)**

**Form TECH-1:** Technical Proposal Submission Form

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

A - Consultant's Organization

B - Consultant's Experience

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

A - On the Terms of Reference

B - On Counterpart Staff and Facilities

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

**Form TECH-5:** Team Composition and Task Assignments

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

**Form TECH-1: Technical Proposal Submission Form (to be filled on the e-PS)**

[Location, Date]

To: The General Manager  
Road Development Authority  
8<sup>th</sup> Floor, Blue Tower  
Rue de L’Institut  
Ebene 80817

Dear Sir :

We, the undersigned, offer to provide **Consultancy Services for Roads, Bridges and Allied Projects- Reference Number: E/CSF/RDA/07/07-2021** in accordance with your Invitation for Proposals dated..... and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

- (a) We are submitting our Proposal in association with: [Insert  
*a list with full  
name and address of each associated Consultant*]<sup>2</sup>
- (b) 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.
- (c) 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.

Section 3: Technical Proposal – Standard Forms

- (d) We undertake, if our Proposal is accepted, to successfully sign the framework agreement for provision of the **Consultancy Services for Roads, Bridges and Allied Projects** not later than the date indicated in Paragraph Reference 7.6 of the Data Sheet.
  
- (e) 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.

Section 3: Technical Proposal – Standard Forms

- 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 cartelization in the bidding process.
- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

We remain, Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address:

- 
- 1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”*]
  - 2 [*Delete in case no association is foreseen*]

**Form TECH-2: Consultant’s Organization and Experience (to be filled on the e-PS)**

**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 (to be filled on the e-PS)**

*[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 RDA  
(to be filled on the e-PS)**

**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 activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**B - On Counterpart Staff and Facilities**

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



**Form TECH-4: Description of Approach, Methodology and**

**Work Plan for Performing the Assignment (to be filled on the e-PS)**

[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.

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

**Form TECH-5: Team Composition and Task Assignments(to be filled on the e-PS)**

Professional Staff					
Name of Staff	Firm	Area of Expertise	Position Assigned	Work Type <sup>1</sup>	Task Assigned

<sup>1</sup> Insert Field Work for Work carried out on the project site or in the office in Mauritius for assignments where there is a need for the professional staff to mobilize outside the office to perform any part of the assignment **or** Home Work for Work carried out in the office in a country where the staff resides for assignments where there is no need to perform any part of the assignment outside the office.

**Form TECH-6: Curriculum Vitae (CV) for Proposed  
Professional Staff (to be filled on the e-PS)**

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:** \_\_\_\_\_

5. **Nationality:** \_\_\_\_\_

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

---

7. **Membership of Professional Associations:**

---

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

---

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

---

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

---

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

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_ Employer: \_\_\_\_\_ Positions held:

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><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></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification (TO BE FILLED, SIGNED , SCANNED AND UPLOADED ON THE E-PS AS ATTACHMENT)**

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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

---

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

---

*Day/Month/Year*

---

*Full name of authorized representative*

**Section 3. Financial Proposal - Standard Forms**

CONSULTANTS ARE ADVISED THAT THE E-PROCUREMENT SYSTEM PROVIDES TEMPLATES FOR ONLINE SUBMISSION OF THEIR PROPOSALS FOR FIN – 1 TO FIN – 4. DATA IN RESPECT OF FIN – 1 TO FIN -4 HAVE TO BE FILLED IN DIRECTLY IN THE GRID TEMPLATES PROVIDED IN THE SYSTEM.

**Form FIN-1: Financial Proposal Submission Form(to be filled on the e-PS)**

[Location, Date]

To: The General Manager  
Road Development Authority  
8th Floor, Blue Tower  
Rue de L’Institut  
Ebene 80817

Dear Sir :

- (a) We, the undersigned, offer Services under the **Consultancy Services for Roads, Bridges and Allied Projects- Reference Number: E/CSF/RDA/07/07-2021** in accordance with your *Invitation for Proposal dated* ..... and our Technical Proposal. Our attached Financial Proposal is as below: -

<b>RATES FOR FIELD WORK<sup>2</sup></b>		
<b>Professional Staff</b>		<b>Rate (MUR/man-month)</b>
1.	Project Manager	
2.	Highway Engineer	
3.	Pavement/Materials Engineer	
4.	Traffic Engineer	
5.	Geotechnical Engineer	
6.	Stormwater/Drainage Engineer	
7.	Bridge Engineer	
8.	Tunnel Engineer	
9.	Transport Economist	
10	Quantity Surveyor	
11	Sworn Land Surveyor	
12	Contract/Claim Expert	
13	Environmental Specialist	
14	Electrical Engineer (Road Lighting)	
15	Sociologist	
16	Asset Management Expert	

---

<sup>2</sup> Field Work means Work carried out on the project site or in the office in Mauritius for assignments where there is a need for the professional staff to mobilize outside the office to perform any part of the assignment.



<b>RATES FOR HOME WORK<sup>3</sup></b>		
<b>Professional Staff</b>		<b>Rate (MUR/ Hour)</b>
1.	Highway Engineer	
2.	Pavement/Materials Engineer	
3.	Traffic Engineer	
4.	Geotechnical Engineer	
5.	Stormwater/Drainage Engineer	
6.	Bridge Engineer	
7.	Tunnel Engineer	
8.	Contract/Claim Expert	

- (b) For the purposes of this Contract, a man-month shall consist of 30 calendar days, a week shall consist of 7 calendar days, and a calendar day shall consist of 8 hours. All above time periods are deemed to include non-working time.
- (c) We understand that the RDA will provide only the facilities listed under Clause 1.4 (Section 2 – Instructions to Consultants – Data Sheet). We confirm that the rates and amounts quoted above includes professional fees; per-diem rates for subsistence; per-diem allowances for travel, entertainment, and other purposes; costs of airfares and the modes of foreign travel; costs of local transportation; residential accommodations; costs related to Services provided by support staff; costs of equipment, materials, and other supplies; telephone and internet charges; costs of stationery, printing, binding, etc.; costs of training RDA’s staffs, any other cost of such further items not covered in the foregoing but which may be requested by the Consultant and/or the key professional staff(s) for the purposes of the consultancy Services required by RDA.

---

<sup>3</sup> Home Work means Work carried out in the office in a country where the staff resides for assignments where there is no need to perform any part of the assignment outside the office.

Section 3: Financial Proposal – Standard Forms

- (d) We understand that we must quote for each of the 16 professional staffs for Field Work and 8 professional staffs for Home Work in the tables above, failing which we shall be disqualified during the evaluation stage.
- (e) 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.
- (f) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

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

- (g) 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 client’s 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 cartelization in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

Section 3: Financial Proposal – Standard Forms

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

(h) 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:

---

**FORM FIN-2: SUMMARY OF COSTS**

**CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 2 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR.**

When filling data in the templates on the e-Procurement system, Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout. Where any of the four currencies has not been used, please insert 0 in the cell for the system to compute the total and to carry forward the costs in FORM FIN-1.

	Currency # 1	Currency # 2	Currency # 3	Mauritian Rupees
	Costs indicate Foreign Currency # 1	Costs indicate Foreign Currency # 2	Costs indicate Foreign Currency # 3	Costs indicate Mauritian Rupees
Cost of Remuneration (total brought from Form – Fin 3)				
Cost of Reimbursables (total brought from Form – Fin 4)				

***Note: Bid Price quoted for consultancy services shall be without VAT on the remunerations as per ITC 3.6(a).***

### FORM FIN – 3: BREAKDOWN OF REMUNERATION

**CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 3 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR.**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

*Consultants will be provided with sufficient rows and forms to fill in the data for each Key expert and non-key expert to fill in the input in months per deliverable, the rate per month per deliverable indicating field/office separately for each resource person. Consultant may opt to use one form for a specific phase of the work separately, where so required.*

Price Details													
Total Price in Foreign Currency 1:													
Total Price in Foreign Currency 2:													
Total Price in Foreign Currency 3:													
Total Price in Mauritian Rupees:													
Serial No	Group of Activities (Phase)				Total Price in Foreign Currency 1	Total Price in Foreign Currency 2	Total Price in Foreign Currency 3	Total price in Mauritian Rupees					
1					0.00	0.00	0.00	0.00					
Serial No.	Name	Position as in TECH- 6	Work site	Time input in Person/ Month (from TECH-6)	Person-Month Remuneration Rate in Foreign Currency # 1	Amount In Foreign Currency # 1	Person-Month Remuneration Rate in Foreign Currency # 2	Amount In Foreign Currency # 2	Person-Month Remuneration Rate in Foreign Currency # 3	Amount In Foreign Currency # 3	Person-Month Remuneration Rate in Mauritian Rupees	Amount In Mauritian Rupees	
1			Home										
			Field										

**Notes for filling Data online:**

- 1. When filling data in the templates on the e-Procurement system Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout.**
- 2. The Bid Prices quoted shall be without VAT on remunerations.**

## Form FIN-4 Breakdown of Reimbursable Expenses

**CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 4 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR.**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

*Consultants will be provided with sufficient rows and forms to fill in the data per reimbursable, and use one form for a specific phase of the assignment separately where so required. The Client may include certain types of reimbursable expenses to obtain the rates applicable for those items. Consultants will insert other cost elements as appropriate to cover all their cost in this respect.*

Price Details												
Total Price in Foreign Currency 1:												
Total Price in Foreign Currency 2:												
Total Price in Foreign Currency 3:												
+ Total Price in Mauritian Rupees:												
Serial No		Group of Activities (Phase)			Total Price in Foreign Currency 1		Total Price in Foreign Currency 2		Total Price in Foreign Currency 3		Total price in Mauritian Rupees	
1					0.00		0.00		0.00		0.00	
Serial No.	Type of Reimbursable Expenses	Unit	Quantity	Unit Cost in Foreign Currency# 1	Amount In Foreign Currency# 1	Unit Cost in Foreign Currency# 2	Amount In Foreign Currency# 2	Unit Cost in Foreign Currency# 3	Amount In Foreign Currency# 3	Unit Cost in Mauritian Rupees	Amount In Mauritian Rupees	
1												
2												

**Notes for filling Data online:**

1. ***When filling data in the templates on the e-Procurement system Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout.***
2. ***The Bid Prices quoted shall be without VAT on remunerations.***

## **Section 4. Terms of Reference**

### **4.1 Introduction**

The RDA is the national highway agency in Mauritius, which operates under the aegis of the Ministry of National Infrastructure and Community Development. The mission of the RDA is to provide a cost efficient mobility in comfort and safety for the Mauritian population and its economic operators to all parts of the island, by developing, preserving and maintaining a high standard network of motorways and main roads through the judicious use of human, material, financial, and technological resources.

The main objectives and functions of the RDA are:

- a. To plan, design and supervise the construction of roads, intended to be classified as motor ways and main roads;
- b. To carry out or cause to be carried out the upgrading of motorways and main roads and their routine and periodic maintenance;
- c. To maintain existing bridges, tunnels and associated works on motorways and main roads;
- d. To plan, design and supervise the construction and reconstruction of bridges, tunnels and associated works on motorways and main roads.

The projects to be implemented by the RDA are broadly classified in three main types: roads, bridges, and drains.

### **4.2 Objectives and Scope of Consultancy Services**

In order to enable proper implementation of roads, bridges, and drains projects referred to above, the RDA intends to enter into a Contract with eligible Consultants, subsequently referred to as “Consultants”, to provide the necessary consultancy Services for a period of one year, as and when required.

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

- Carry out topographical surveys for determination of locations affected by flooding and identify catchment/project areas;
- Undertake topographical surveys in connection with upgrading/re-profiling of existing roads and new road projects;

#### Section 4: Terms of Reference

- Prepare geophysical and geotechnical reports, submit geotechnical designs with drawings, and supervise soil tests and other investigations which may be required in connection with projects;
- Study project area, assessment of capability of existing stormwater drainage systems and propose concepts for drainage schemes to resolve flooding problems;
- Carry out surveys of existing roads and bridges;
- Perform traffic surveys, traffic models, road safety audits in relation to the design of new roads and upgrading of existing roads as well as preparing Traffic Impact Assessment (TIA) Reports and Road Safety Audit (RSA) Reports;
- Carry out surveys for locating utilities and make recommendations for relocation, if necessary;
- Identify any wayleaves/clearances required and other pre-requisites of construction works, submit information required, and liaise with all project stakeholders;
- Carry out cadastral surveys as well as prepare memorandum of surveys and land acquisition drawings with notices under sections of the Land Acquisition Act;
- Set up topographic, hydraulic and hydrologic models, as necessary;
- Compare the merits and drawbacks of possible concepts and recommend the optimum project solution;
- Undertake the horizontal and vertical geometric design of existing roads to be improved as well as new roads;
- Design pavements and concrete structures using innovative and sustainable materials as well as construction technologies;
- Design short-span and long-span bridges; cable-stayed bridges; footbridges; underpasses; roundabouts; viaducts; grade separators; simple flyovers; diamond as well as cloverleaf, stack, windmill, hybrid, and trumpet interchanges; signalized junctions; tunnels, including associated components such as drainage, retaining and safety structures, etc.;
- Design of retaining walls, drainage structures, footpaths, bus lay bys, bus shelters, cycle tracks, jogging tracks, etc.;
- Design of road safety infrastructure such as New Jersey Barriers, Crash



#### Section 4: Terms of Reference

Barriers, guardrails, handrails, gantries, traffic signs, information panels, road marking, kerbs, road studs, etc.;

- Review existing road lighting network, design new efficient road lighting system, and prepare a Road Lighting Upgrading and Maintenance Plan;
- Design aesthetic landscapes, central and side verges, embankments, green parks, etc.;
- All infrastructure to be designed as resilient, sustainable, and adapted to climate change;
- Recommend measures to improve traffic management and road safety;
- Recommend remedial works in emergency situations;
- Develop, implement, and update an Asset Management Plan;
- Review design reports and other documents submitted by other Consultants and/or Contractors and carry out audits of ongoing and completed projects;
- Prepare scope of Works, cost estimates, implementation program, cash flow schedules, as well as specifications and drawings for projects;
- Prepare bidding documents (complete with Technical Specifications, Drawings, Bill of Quantities, Conditions of Contract, etc.), organize Pre-bid meetings and site visits, prepare addendum and clarifications, and provide assistance in the evaluation of bids and other procurement processes, etc.;
- Prepare Environmental Impact Assessment (EIA) Reports, Social Impact Assessment (SIA) Reports, Heritage Impact Assessment (HIA) Reports, Environmental Management Plans etc.;
- Supervise Works and analyze test results, issue site instructions, approve materials, equipment, human resources, construction methodologies, etc.;
- Attend site visits whenever requested by the Client and as and when required;
- Measure quantities of Works jointly with Contractors and prepare payment certificates;
- Manage projects as well as prepare and implement deliverables including the Project Management Plan; Risk Management Plan; Time Management Plan; Cost Management Plan; Scope Management Plan; Procurement Management Plan; Integration, Communication, and

#### Section 4: Terms of Reference

Stakeholders' Plans; Quality Management Plan; Human Resources Management Plan, etc.;

- Prepare and update projects briefs and any information on project which may be required by the Client;
- Attend meetings at the Client's office, on site and at the offices of any related Authority/stakeholder in connection with the concerned projects; and
- Analyze contractual claims, reply to contractual letters, and assist the Client in the resolution of disputes with Contractors.

### 4.3 Implementation Mode

1. The RDA shall identify projects requiring the Services of a consultant selected under the framework agreement during the contract period.
2. The RDA will then define the scope of an assignment to be allocated to a consultant selected under the framework agreement during the contract period.
3. The RDA will determine all the key professional staffs required to work on each assignment and estimate their inputs in terms of man-months for Field Work and hours for Home Work.
4. The RDA will work out the cost of the assignment for each consultant selected under the framework agreement by computing the overall cost of all key professional staffs required to carry out the assignment based on the rates submitted by each consultant in its financial proposal as per Form FIN-1 and the number of man-months for Field Work and hours for Home Work for each key professional staff estimated by the RDA for that specific assignment.
5. The consultancy assignment will be awarded to the consultant whose combined key professional input cost is lowest among the consultants in Framework Agreement for that specific assignment. The Consultant must mobilize the professional staff(s) on site within a maximum period of 14 calendar days once requested by RDA for Field Work and within a maximum period of 24 hours once requested by RDA for Home Work.
6. In case the nominated Consultant refuses to perform an assignment, the RDA may award the assignment to the consultant in the framework agreement offering the next lowest cost for that assignment. In the event a Consultant refuses to perform an assignment more than three times during the contract period of one year, the RDA shall terminate the framework agreement with the Consultant.
7. The RDA reserves the right to interview the key professional staff(s) required to work on a specific assignment to assess general

qualifications as per Form TECH-6 (CV for proposed Professional Staff) and competency for the assignment. In case the proposed key professional staff does not meet the expectations of the RDA, the Consultant shall propose an alternative key professional staff to attend another interview with the RDA within a maximum period of seven (7) calendar days.

8. The Consultant shall provide the Services of only the key professional staff approved at evaluation stage. The Consultant may alternatively propose a key professional staff which is more qualified or more competent to carry out the assignment, subject to the approval of the RDA.
9. The Consultant shall start the assignment on the date formally instructed by the RDA.
10. The appointed Consultant shall immediately draw the attention of the RDA in case it is not agreeable with the man-months and/or hours estimated by the RDA for any key professional staff before accepting any assignment and submit the justifications to substantiate its disagreement. After receiving the justifications, the RDA may either maintain the estimated man-months and/or hours at the same quantity or review the estimated man-months and/or hours. If the Consultant still refuses to carry out the assignment as per man-months and/or hours estimated by the RDA, the latter shall award the assignment to the consultant in the framework agreement offering the next lowest cost for that assignment. In the event a Consultant refuses to perform an assignment more than three times during the contract period of one year, the RDA shall terminate the framework agreement with the Consultant.
11. The Consultant shall submit the problem statement, design criteria, applicable standards, assumptions made, methodology, calculations, detailing, drawings, any software used and the input data, etc. as the deliverables of the assignment. The Consultant shall submit training guides and other materials as part of training assignments. The RDA shall issue the Final Certificate for payment upon receipt of all deliverables and competent performance, to the satisfaction of the

RDA. The RDA shall not pay the Consultant for more man-months and/or hours than estimated by the RDA at award of the assignment. Notwithstanding the above, the Consultant shall complete an assignment to the entire satisfaction of the RDA. Otherwise, the RDA shall withhold payment to the Consultant. In case of exceptional circumstances, the Consultant may submit justifications for any reasonable increase in man-months and/or hours to the RDA for consideration. The RDA shall review the justifications and make a final decision which will be binding on the Consultant.

12. The RDA reserves the right to amend the scope of a consultancy assignment at any time by means of a variation order. In such case, the RDA will adjust the inputs of any key professional staff in terms of man-months and/or hours after discussing with the Consultant. If the Consultant refuses to carry out additional tasks forming part of the variation, the RDA will consider the deliverable resulting from the non-performance of the aforesaid additional tasks as incomplete and the RDA will not pay the Consultant for the assignment. Limits of variations shall conform to the Public Procurement Act and its regulations. The Consultant must immediately draw the attention of the RDA and provide all necessary explanations if an instruction from the latter during the course of a specific assignment may entail an increase in the man-months and/or hours of any key professional staff working on that assignment. The RDA will review the explanations and may decide to uphold or adjust the man-months and/or hours.
13. The RDA reserves the right to cancel an assignment at any time because of significant changes in the scope thereof. In such case, the RDA will reasonably estimate the inputs of all key professional staff involved in the assignment in terms of man-months and/or hours, up to the issue of cancellation notification and compensate the Consultant accordingly as per Form FIN – 1. An assignment will not be cancelled before a period of 2 weeks following the start of the assignment in case of Field Work and before a period of 5 hours following the start of the assignment in the event of a Home Work.

14. The Consultant shall complete all assignments (including submission of all deliverables) within the timeframe specified by the RDA. The Consultant shall pay a penalty of MUR 10,000 for every calendar day in the case of a Field Work (and MUR 1,000 for every hour in the event of a Home Work), which shall elapse between the time for completion of the assignment specified by the RDA and the actual time on which the Consultant completes the assignment and submits all necessary deliverables to the entire satisfaction of the RDA.

#### 4.4 **Timeframe for Consultancy Services**

The duration of the contract shall be of one year. A specific assignment, requiring the Services of professional staff, shall typically vary between two weeks and 12 weeks for Field Work and between 5 hours to 50 hours for Home Work. In the case of complex assignments, the RDA may request the Consultant to provide the Services of professional staff for periods exceeding 12 weeks for Field Work and 50 hours for Home Work.

#### 4.5 **Staffing Requirements**

It is understood that necessary professional staff and the required support and facilities to the aforesaid staff will be provided by the Consultants, as may be required for proper implementation of assignments.

Consultants shall provide the professional staff on a full-time basis. The minimum requirements for each professional staff are detailed hereunder. No staff shall be considered/ evaluated as key professional staff if he or she does not meet the minimum requirements.

All professional staff proposed by the Consultant should meet the highest standards of professional and ethical competence.

##### **1. Project Manager**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in project management or 15 years of experience in project management
- 10 years total working experience with 5 years in a consultancy role

- 3 years of experience as Project Manager in charge of 1 major highway project
- Demonstration of competence in the use of project management software

## **2. Highway Engineer**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in highway engineering or equivalent or 15 years of experience in highway engineering
- Registered as a Professional Civil Engineer with the engineering regulation authority of his or her country
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Highway Engineer on 1 major highway project
- Demonstration of competence in the geometric design of highways using CAD software

## **3. Pavement/Materials Engineer**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in pavement/materials engineering or equivalent or 15 years of experience in pavement/materials engineering
- Registered as a Professional Civil Engineer with the engineering regulation authority of his or her country
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Pavement/Materials Engineer on 1 major highway project
- Demonstration of competence in pavement design (including use of software) and materials testing

## **4. Traffic Engineer**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in traffic engineering or equivalent or 15 years of experience in traffic engineering
- Registered as a Professional Civil Engineer with the engineering regulation authority of his or her country
- 10 years total working experience with 5 years in a consultancy role

- 3 years of experience as Traffic Engineer on 1 major highway project
- Demonstration of competence in the use of traffic modelling software

#### **5. Geotechnical Engineer**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in geotechnical engineering or equivalent or 15 years in geotechnical engineering
- Registered as a Professional Civil Engineer with the engineering regulation authority of his or her country
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Geotechnical Engineer on 1 major highway project
- 3 years of experience in piling and other deep foundation works
- Demonstration of competence in the use of geotechnical analysis and design software

#### **6. Stormwater/Drainage Engineer**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in stormwater/drainage/hydrological/Hydraulic engineering or equivalent or 15 years of experience in stormwater/drainage/hydrological engineering
- Registered as a Professional Civil Engineer with the engineering regulation authority of his or her country
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Stormwater/Drainage/Hydrological/Hydraulic Engineer on 1 major highway project
- Demonstration of competence in the use of stormwater/drainage/hydrological/hydraulic analysis and design software

#### **7. Bridge Structural Engineer**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in bridge structural engineering or equivalent or 15 years of experience in bridge structural engineering
- Registered as a Professional Civil Engineer with the engineering



regulation authority of his or her country

- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Bridge Structural Engineer on 1 major highway project
- Demonstration of competence in the use of bridge/footbridge/grade separators/flyovers/viaducts analysis and design software

#### **8. Tunnel Engineer**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in tunnel engineering or equivalent or 15 years of experience in tunnel engineering
- Registered as a Professional Civil Engineer with the engineering regulation authority of his or her country
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Tunnel Engineer on 1 major highway project
- Demonstration of competence in the use of tunnel/underpass analysis and design software

#### **9. Transport Economist**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in transport economics or equivalent or 15 years of experience in transport economics
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Transport Economist on 1 major highway project
- Demonstration of competence in the use of economic analysis software

#### **10. Quantity Surveyor**

- Undergraduate degree in quantity surveying or related fields
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Quantity Surveyor on 1 major highway project
- Demonstration of competence in the use of quantity estimation and measurement software

#### **11. Sworn Land Surveyor**

- Undergraduate diploma/degree in land surveying or related fields
- Commissioned as a Sworn Land Surveyor

- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Land Surveyor on 1 major highway project
- Demonstration of competence in the use of topographical and cadastral mapping software

#### **12. Contract/Claim Expert**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in contract/claim management, arbitration, or equivalent
- Member of the Chartered Institute of Arbitrators or equivalent
- 15 years total working experience with 7 years in a consultancy role
- 5 years of experience as contract/claim expert or arbitrator on 1 major highway project
- Demonstration of competence in the elaboration and interpretation of contracts based on International Federation of Consulting Engineers guidelines (Red Book, Yellow Book, and Silver Book)

#### **13. Environmental Specialist**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in environmental science/sustainable management or equivalent or 15 years of experience in environmental science/sustainable management
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Environmental Specialist on 1 major highway project
- Demonstration of competence in the elaboration and application of Environmental Impact Assessment reports and Environmental Management Plans

#### **14. Electrical Engineer (Road Lighting)**

- Undergraduate degree in electrical engineering or related fields
- Registered as a Professional Electrical Engineer with the engineering regulation authority of his or her country
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Electrical Engineer on 1 major highway project

- Demonstration of competence in the use of road lighting design and analysis software

**15. Sociologist**

- Undergraduate degree in social science or related fields
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Sociologist on 1 major highway project
- Demonstration of competence in the elaboration and application of Social Impact Assessment reports and re-settlement plans
- Demonstration of excellent public relations and communication skills

**16. Asset Management Expert**

- Undergraduate degree in civil engineering or related fields
- Postgraduate degree in asset management/maintenance or equivalent or 15 years of experience in asset management
- 10 years total working experience with 5 years in a consultancy role
- 3 years of experience as Asset/Maintenance Manager in a highway agency
- Demonstration of competence in the use of asset management software

In addition to the above, the Consultant must ensure that:

1. The proposed Highway Engineer, Pavement/Materials Engineer, Geotechnical Engineer, Stormwater/Drainage Engineer, Bridge Structural Engineer, Tunnel Engineer, Environmental Specialist, Electrical Engineer, and Asset Management experts have the required knowledge and experience in solutions adapted to climate change as well as development of resilient and sustainable infrastructure; and
2. All proposed Key Professional Staff should be able to read, write, and speak English fluently.

#### 4.6 **Scope of Services**

##### 4.6.1 **Feasibility Study**

To comprise collection, review and analysis of available data, desk studies, preliminary surveys/ investigations, identification of possible outline solution(s) including comparison of alternatives, prevailing constraints and underlying assumptions, preparation of conceptual designs and drawings for proposed solution and preliminary cost estimate and recommendations on further action plan. The findings, analysis and details of the proposed solution shall be summarized in a Feasibility Report.

##### 4.6.2 **Preliminary Design**

To compile existing information on projects and examine same to determine extent of further information required. Same to include for review of existing concepts and designs and study of existing road, bridge, and drainage system.

To carry out topographical and other surveys, determination of catchment areas, assessment of existing systems, identification and comparison of possible schemes, setting up of models, selection of optimum road, bridge, drainage system/ solution, preparation of drawings, cost estimates and identification of required wayleaves/ clearances and relocation of existing Services if required. Submission under this stage to be made in the form of a Preliminary Design Report;

To carry out site surveys and to collect data as regards to the extent of the engineering problem. The RDA will provide any relevant assistance as regards location of affected areas.

To advise the RDA on the need to carry out geotechnical, hydrological, structural, traffic, and other investigations and any other investigations/ study, including interpretation of resulting data, with a view to identify its likely

implications on the proposed project/Works. The Consultant will be reasonably expected to provide any specialist Services in connection with investigations which may be required.

To investigate all site features susceptible of affecting the proposed Works and to advise the RDA accordingly. Particular attention is to be given to the presence of utilities within the site which may adversely affect eventual construction Works and such issues will necessarily need to be cleared before award of construction contract for the project. The Consultant will be fully liable for any delay to the project as a result of such omissions as per Clause 4.3 of the TOR.

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

As part of the preliminary design process, the Consultant shall also consider any associated works, apart from the construction of structures, which would be necessary to resolve the engineering problems and to serve as safety measures. These shall comprise, but not limited to, road re-profiling, reinstatement, installation of road safety furniture, etc.

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

#### 4.6.3 **Detailed Design**

To comprise detailed designs for selected road, bridge, drainage system and preparation of detailed design drawings including details/ drawings for wayleaves, clearances, temporary works and relocation of Services, detailed construction drawings and detailed cost estimates, including estimates for specific project components, and preparation of Bidding Documents, if required.

To prepare the necessary detailed designs for each component of the Works, as

appropriate. The Consultant shall ensure that the designs are in accordance with the recommendations given by all relevant authorities such as Land Drainage Authority, the Traffic Management and Road Safety Unit, the National Disaster Risk Reduction and Management Centre, etc as well as international standards to prepare project write-ups, briefs and design reports. The format and material to be included in the project write-ups, brief and design reports shall be amended to the satisfaction of the RDA.

The main parameters to be included in design reports are: project location, project area detailing extent of engineering problems, existing road, bridge, drainage infrastructure, catchment area relating to proposed drainage system, location and detailed characteristics of proposed outlet, existence of adjoining problem areas downstream of the outlet which may be adversely affected by the operation of the proposed drainage system, design assumptions/ criteria and standards, design run-off and return periods, full details of the proposed drainage system and relevant assumptions. The RDA may request for any additional design or other parameters regarding the hydrological, hydraulics and structural aspects which are considered necessary for proper design for the proposed drainage system.

To assist the RDA in seeking the necessary wayleaves, including carrying out of relevant surveys, preparation of relevant drawings and attending meetings with relevant authorities.

If necessary, the Consultant shall make recommendations regarding phased implementation of projects where required.

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

#### 4.6.4 **Bidding Documents**

Upon approval of the detailed design the Consultant shall prepare and submit a set of draft bidding documents for construction and same shall be as per RDA's requirements. Any appropriate comments/ suggestions made shall be carefully studied and its implications communicated to the RDA. The Consultant shall be required to submit the final documents incorporating any amendments as a result of the foregoing.

The Consultant shall assist the RDA in the procurement process for

construction Works and shall attend meetings with the regulatory body regarding any related matter.

4.6.5 **Works Order**

In view of the nature and priority of some projects, Works will need to be undertaken under RDA's framework agreement for Works by contractors in each district. For these projects, the Consultant shall provide any relevant consultancy Services as directed by RDA.

On the basis of the identified design, the Consultant shall prepare a Scope of Works and submit same to the RDA for consideration and approval. The Scope of Works shall be made up of the detailed items comprised in the Contracts for Works for each district. While preparing the Scope of Works should the Consultant be of the opinion that a new item of Work need to be inserted, he shall work out a reasonable rate for this item, inform the RDA and seek the latter's approval of the new item and proposed rate at the time of submission of the Scope of Works.

Due care is to be exercised by the Consultant in the preparation of the relevant Scope of Works in order to avoid any omissions and the Consultant is advised to consider the presence of existing utilities Services in order to avoid consequential delays during execution of Works.

4.6.6 **Supervision**

The Consultant shall ensure that all necessary insurances, securities and clearances have been obtained prior to any operations by the Contractor on site and that same shall be compliant with the RDA's requirements. Any pending clearances shall be brought to the attention of the RDA before issue of Works Order or award of contracts. The Consultant shall monitor the validity of insurance cover and other securities required on a regular basis and shall take appropriate actions for timely renewal of same.

Before commencement of Works, the Consultant shall discuss and agree upon a proper programme of Works with the Contractor and shall inform the RDA accordingly. In addition, the Consultant shall examine any proposal from the Contractor before or during the period of construction, as may be appropriate, and shall inform the RDA accordingly, together with any appropriate comments and recommendations.

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

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

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



recommended by him.

Depending on circumstances, the RDA may require Contractors to submit source documents to substantiate any matter, especially with respect to payment issues, and shall not accept typewritten information emanating from Contractors. For this purpose, receipts, initial, quotations and other supporting documents from suppliers and other concerned parties shall be submitted in original and as and when necessary so as to satisfy the RDA for eventual payment to Contractors. The RDA may also request Contractors to submit original documents relating to clearance from the customs department and/ or appropriate authorities as substantiation for imported materials/ equipment to be used in the Works.

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

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

Where a project is delayed and no claim for extension is submitted by the Contractor, the Consultant shall carry out an independent assessment of the duration by which the contract could be extended on a provisional basis and submit an appropriate recommendation to the RDA.

The Consultant should keep independent records relating to quantities and value of Works executed by the Contractor on a monthly basis, irrespective of

whether payment applications are received from Contractors.

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

4.6.7 **Processing Payment Applications**

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

For any significant variation in the Works, the Consultant shall ensure that approval of the RDA has been obtained prior to certifying payment thereof. For any minor variation, the Consultant shall forward detailed explanations/justifications thereof together with the respective Payment Certificates.

The Consultant shall request and ensure right from the start of the Works that Contractors submit payment applications on a monthly basis and systematically as soon as Works are satisfactorily completed on site. The RDA shall not be liable for delayed payments to Contractors where payment certificates are received after a period of more than three months for Works completed by Contractors.

#### Section 4: Terms of Reference

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

It will be the full responsibility of the Consultant to keep proper records during the construction stage so as to substantiate any Works executed by Contractor, through photographs, video clips, daily records sheet, measurement sheets, etc. and same shall need to be acknowledged by the concerned parties and submitted together with payment recommendations. Except with prior approval of the RDA, any such records which would be sent after completion of Works would not be deemed to constitute proper records and payments for same will not be entertained by RDA.

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

4.6.8 **Testing**

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

4.6.9 **Site and Progress Meetings**

The Consultant shall hold site and progress meetings on a regular basis, which may be attended by a representative of RDA to review the progress of Works, cost of Works executed and any other issues arising.

4.6.10 **Meetings with RDA**

The Consultant shall attend the following meetings/site visits which will be scheduled regularly and sometimes at short notice:

Meeting and site visits with Ministers and Parliamentary Private Secretaries;

Meetings and site visits with RDA representatives;

Meetings and site visits with the project's stakeholders and Authorities related to implementation of projects;

Any other meetings necessary for proper implementation of projects.

4.6.11 **Progress/Financial Reports**

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

The reports shall indicate the likely/ revised value of Works on each project

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

The Consultant shall also submit monthly reports on projects at design stage, highlighting salient features.

The Consultant shall submit additional reports on ad-hoc basis and relating to any specific matter relating as and when required by the RDA.

All reports shall be submitted in a format to be agreed by the RDA.

4.6.12 **Completion**

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

The Completion Certificate shall be submitted as soon as possible following the completion of the Works.

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

4.6.13 **Operational Performance of Projects**

In order to ensure their full functionality, the Consultant shall submit a report on the operational performance on all completed road, bridge, and allied drain projects. The report shall comprise details on the state of the roads, bridges, drains, and other relevant structures.

**4.6.14 Progress Reports for Services**

The Consultant shall submit to the RDA monthly reports on the progress of the Services. These reports shall indicate the stage reached for each project whether at design or construction stage, dates of any important meetings, visits, and decisions, relevant contractual parameters, details regarding the financial aspects of the project and any other salient feature.

The progress report shall be submitted in a format to be agreed by the RDA.

**4.6.15 Coordination with other consultant(s)**

Depending on circumstances the Consultant shall take any necessary steps as regards liaison/ coordination with any other consultant(s) whom the RDA or other organizations may appoint during the period of contract of the former, in respect of other types of projects, with a view to enable smooth implementation of the projects entrusted to any of the consultants.

**4.6.16 Compliance with Procurement and other Regulating Authorities**

The Consultant shall comply with the guidelines, recommendations and directives of the Government Authorities responsible for procurement and other matters relating to project implementation including PPO and CPB. Such directives, recommendations and guidelines shall be duly considered in the preparation of Bidding Documents and at any stage in the provision of Consultancy Services.

**4.6.17 Assistance in cases of disputes, arbitration, etc.**

The consultant shall assist RDA in legal matters and attend courts, provide any required Services to assist the RDA in cases of disputes, arbitrations, etc. Payment for the above Services shall be as per the same schedule of rates quoted by the consultant in its financial proposal.

Section 4: Terms of Reference

4.6.18 **Submission of Documents**

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

<b>Document</b>	<b>No. of copies (Hard copy)</b>	<b>Soft copy (In editable format)</b>
Scope of Works (including drawings)	One	<input checked="" type="checkbox"/>
Construction drawings	One	<input checked="" type="checkbox"/>
Feasibility Report and Preliminary Designs including drawings	One	<input checked="" type="checkbox"/>
Project write-up/ Design Report, including Drawings	One	<input checked="" type="checkbox"/>
Draft Bidding Documents	One	<input checked="" type="checkbox"/>
Final Bidding Documents	One	<input checked="" type="checkbox"/>
Monthly Progress and Financial Report on construction projects and program of Works	One	<input checked="" type="checkbox"/>
Monthly Progress Report on Services	One	<input checked="" type="checkbox"/>
Payment Certificate (including test Report/ Certificates and other substantiations)	One original and one copy	<input checked="" type="checkbox"/>
Program for Services	One	<input checked="" type="checkbox"/>

Section 4: Terms of Reference

<b>Document</b>	<b>No. of copies (Hard copy)</b>	<b>Soft copy (In editable format)</b>
As-built drawings	One	<input checked="" type="checkbox"/>
Completion Report	One	<input checked="" type="checkbox"/>
Operational Performance Report	One	<input checked="" type="checkbox"/>

Only soft copies will be required in case of an assignment based on Home Work.

**4.7 Schedule of Payment of Fees**

The Consultant shall submit its claim at the end of each month during which the Services of the professional staff will be required by the RDA. The RDA shall certify the payment within 14 days from receiving the claim. The RDA shall pay the Consultant within 28 days from issuing the payment certificate.

For the purpose of this Contract, a man-month shall consist of 30 days; a week shall consist of 7 days, and a working day shall consist of 8 hours. The RDA shall remunerate Services provided by the Consultant on a pro-rata basis (number of calendar days for Field Work and/or number of hours for Home Work) using the man-months and/or hourly rates quoted by the Consultant in Form FIN-1. Examples are given below:

**For Field Work:**

Duration of Assignment determined by RDA = 15 Calendar Days

Equivalent number of man-months to be paid by the RDA = 15 Calendar Days/30

Calendar Days = 0.50 man-months



**For Home Work:**

Number of hours of Assignment determined by RDA = 12 Hours

Duration of Assignment = 12 hours/8 hours = 1.50 Calendar Days

Number of hours to be paid by RDA = 12 Hours

**4.8 Training**

Upon request of the RDA, the Consultant shall provide the Services of any relevant key professional staff to give appropriate training on project management, highway design, pavement/materials design, traffic modelling, geotechnical design, bridge design, stormwater/drainage design, tunnel design, quantity surveying, contract management, environmental management, asset management, etc. to a maximum batch of 15 RDA engineers and technicians at a time. The Consultant shall submit a certificate of attendance to each trainee. The Consultant shall also provide all necessary training guides and other materials (soft copy). The RDA shall provide adequate logistics to conduct the training sessions. The Consultant shall provide trial versions of software for training purposes if the software programs are available for free download. The RDA will estimate the duration of the training sessions and the corresponding professional key staff man-months. The Consultant shall carry out the training on a part-time basis to enable the RDA staffs to fulfill their daily working obligation. The consultant shall submit the training syllabus and schedule to the RDA for approval. The Consultant shall be paid the same rate quoted in Form FIN – 1 for all training provided by the key professional staff.

**Section 5. Framework Agreement**

**DATED**

**ROAD DEVELOPMENT AUTHORITY**

**AND**

**[CONSULTANT]**

---

---

**FRAMEWORK AGREEMENT**

## **CONTENTS**

- 1 INTERPRETATION
- 2 STATEMENT OF INTENT
- 3 TERM OF FRAMEWORK AGREEMENT
- 4 SCOPE OF FRAMEWORK AGREEMENT
- 5 SERVICE PROVIDER'S APPOINTMENT
- 6 NON-EXCLUSIVITY
- 7 AWARD PROCEDURES
- 8 WARRANTIES AND REPRESENTATIONS
- 9 CORRUPT GIFTS AND PAYMENTS OF COMMISSION
- 10 CONFLICTS OF INTEREST
- 11 SAFEGUARD AGAINST FRAUD
- 12 CALL-OFF CONTRACT PERFORMANCE
- 13 PRICES FOR SERVICES
- 14 STATUTORY REQUIREMENTS
- 15 NON-DISCRIMINATION
- 16 PROVISION OF MANAGEMENT INFORMATION
- 17 RECORD AND AUDIT ACCESS
- 18 CONFIDENTIALITY
- 19 PUBLICITY
- 20 TERMINATION
- 21 SUSPENSION OF PROVIDER'S APPOINTMENT
- 22 CONSEQUENCES OF TERMINATION AND EXPIRY
- 23 TRANSFER AND SUB-CONTRACTING
- 24 VARIATIONS TO THE FRAMEWORK AGREEMENT

Section 5: Framework Agreement

- 25 SEVERABILITY
- 26 CUMULATIVE
- 27 WAIVER
- 28 ENTIRE AGREEMENT
- 29 NOTICES
- 30 COMPLAINTS HANDLING AND RESOLUTION
- 31 DISPUTE RESOLUTION
- 32 LAW AND JURISDICTION

**THIS AGREEMENT** is made on [.....2021]

**BETWEEN: -**

- (1) The Road Development Authority (RDA), whose principal place of business is at:

*8th Floor, Blue Tower*

*Rue de L'Institut*

*Ebene 80817*

- (2) [ ] (Company Business Registration Number: [ ]) whose registered address is at [ ]<sup>6</sup> (the "**Consultant**").

**BACKGROUND**

- (A) The RDA invited potential Consultants (including the Consultant) on [DATE]<sup>7</sup> to apply for the provision of consulting Services for Roads, Bridges, Drains and Allied Projects through a Framework Agreement.
- (B) The Consultant submitted a Proposal on [DATE]<sup>8</sup>.
- (C) On the basis of the Consultant's proposal, the RDA selected the Consultant to enter a Framework Agreement to provide Services on an 'as and when required' basis in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the award and ordering procedure for Services which may be required by RDA also referred to herein as Client, the main terms and conditions for any Call-Off Contract which the Client may conclude and the obligations of the Consultant during and after the term of this Framework Agreement.
- (E) It is the Parties' intention that there will be no obligation for RDA to award any orders under this Framework Agreement during its Term.

**IT IS AGREED** as follows: -

**1. INTERPRETATION**

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

**"Approval"** means the prior written approval of the RDA

**"Audit"** means an audit carried out pursuant to Clause 17

---

<sup>6</sup> Insert name, company number and registered address of the Consultant

<sup>7</sup> To be inserted.

<sup>8</sup> To be inserted.

Section 5: Framework Agreement

<b>"Auditor"</b>	means the National Audit Office or an auditor appointed by the RDA
<b>"Award Criteria"</b>	means the Award Criteria as the context requires
<b>"Call-Off Contract"</b>	means the legally binding contract (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the RDA and the Consultant comprising an Order Form and the Call-Off Terms and Conditions
<b>"Call-Off Terms and Conditions"</b>	means the terms and conditions in Section 5
<b>"Commencement Date"</b>	means [insert date] <sup>9</sup>
<b>"Commercially Sensitive<sup>10</sup> Information"</b>	means any Confidential Information comprised of information: -  (a) which is provided in writing by the Consultant to the RDA in confidence and designated as Commercially Sensitive Information; and/or  (b) that constitutes a trade secret
<b>"Competed Services"</b>	means the competed Services set out in Schedule 1
<b>"Competed Services Award Criteria"</b>	means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires
<b>"Complaint"</b>	means any formal complaint raised by RDA in

relation to the performance of the Framework Agreement or any Call-Off Contract in accordance with Clause 31

**"Confidential Information"**

means: -

- (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party; and
- (b) the Commercially Sensitive Information

---

<sup>9</sup> To be inserted

<sup>10</sup> RDA to include where the Consultant has provided Commercially Sensitive Information



<b>“Client”</b>	means the RDA which may procure the Services under the Framework Agreement.
<b>"Framework Agreement"</b>	means this agreement and all Schedules to this agreement
<b>"Fraud"</b>	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the RDA
<b>"Good Industry Practice"</b>	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
<b>"Intellectual Property Rights"</b>	means patents, inventions, trade- marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country.
<b>"Law"</b>	means the Laws of the Republic of Mauritius
<b>"Management Information"</b>	means the management information specified in accordance with Clause 16.

<b>"Material Default"</b>	means any breach of Clause 7 (Award Procedures), Clause 11 (Safeguard Against Fraud), Clause 14 (Statutory Requirements), Clause 15 (Non-Discrimination), Clause 16 (Provision of Management Information), Clause 17 (Records and Audit Access), and Clause 23 (Transfer and Sub- contracting)] <sup>11</sup>
<b>"Month"</b>	means a calendar month
<b>"Order"</b>	means an order for Services served by RDA on the Consultant in accordance with the Ordering Procedures
<b>"Order Form"</b>	means a document setting out details of an Order
<b>"Ordering Procedures"</b>	means the ordering and award procedures specified in Clause 7

---

<sup>11</sup> RDA to consider definition of material default in relation to their particular procurement.

## Section 5: Framework Agreement

<b>"Party"</b>	means the RDA and/or the Consultant
<b>"Services"</b>	means the consulting Services detailed in Schedule 1
<b>"Services Framework Consultants"</b>	means the Consultants appointed as Services Framework providers under the Framework Agreement
<b>"Staff"</b>	means all persons employed by the Consultant together with the Consultant's servants, agents, suppliers and sub-consultants used in the performance of its obligations under this Framework Agreement or Call-Off Contracts
<b>"Term"</b>	means the period commencing on the Commencement Date and ending on [ <i>insert date</i> ] or on earlier termination of this Framework Agreement
<b>"Working Days"</b>	means any day other than a Saturday, Sunday or public holiday in the Republic of Mauritius
<b>"Year"</b>	means a calendar year

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

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal

Section 5: Framework Agreement

persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

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

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

## Section 5: Framework Agreement

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

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

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

### **2. STATEMENT OF INTENT**

2.1 In delivering the Services, the Consultant shall operate at all times in accordance with any and all of the RDA's published objectives.

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

2.2 Clause 2 is an introduction to this Framework Agreement and does not expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions of this Framework Agreement, except and to the extent that those terms and conditions do not address a particular circumstance, or are otherwise ambiguous, in which case those terms and conditions are to be interpreted and construed so as to give full effect to Clause 2.

**PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE**

**3. TERM OF FRAMEWORK AGREEMENT**

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

**4. SCOPE OF FRAMEWORK AGREEMENT**

- 4.1 This Framework Agreement governs the relationship between the RDA and the Consultant in respect of the provision of the Services by the Consultant to the RDA.
- 4.2 The RDA may at its absolute discretion and from time to time order Services from the Consultant in accordance with the Ordering Procedure during the Term. The Parties acknowledge and agree that the RDA has the right to order Services pursuant to this Framework Agreement provided that it complies at all times with all Laws and the Ordering Procedure.
- 4.3 The Consultant acknowledges that there is no obligation for the RDA to procure any Services from the Consultant during the Term.
- 4.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the RDA in respect of the total quantities or values of the Services to be ordered by it pursuant to this Framework Agreement and the Consultant acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

**5. SERVICE PROVIDER'S APPOINTMENT**

The RDA appoints the Consultant as a potential provider of the Services referred to and the Consultant shall be eligible to be considered for the award of Orders for such Services by the RDA during the Term.

**6. NON-EXCLUSIVITY**

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

**7. AWARD PROCEDURES**

**Awards under the Framework Agreement**

7.1 If the RDA decides to source Services through the Framework Agreement, then it shall: -

Award the Contract to the Consultant selected for the provision of the consultancy Services in accordance with the requirements of the Framework Agreement Documents;

Set a time limit for the provision of the Services, which takes into account factors such as the complexity of the assignment;

apply the Award Criteria, as given in Schedule 2, as the basis of its decision to award a Call-Off Contract;

award its Consultancy Services by placing an Order with the framework Consultant which: -

## Section 5: Framework Agreement

- (a) states the Consultancy requirements;
- (b) incorporates the Call-Off Terms and Conditions applicable to that Services as modified by the Competed Services requirements

7.2 The Consultant agrees that all proposals submitted in relation to a call-off held pursuant to this Clause 7 shall remain open for acceptance for thirty (60) days in accordance with the Ordering Procedure.

7.3 Notwithstanding the fact that the RDA has followed the procedure set out above in this Clause 7, the RDA shall be entitled at all times to decline to make an award for its Consultancy Services. Nothing in this Framework Agreement shall oblige the RDA to place any Order for Consultancy Services.

### **Responsibility for Awards**

7.4 The Consultant acknowledges that the RDA is responsible for the conduct of its award of Call-Off Contracts under the Framework Agreement.

### **Form of Order**

7.5 Subject to Clauses 7.1 to 7.4 above, the RDA may place an Order to conduct an assignment with the Consultant by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Consultant including systems of ordering involving facsimile, electronic mail or other on-line solutions.<sup>12</sup> The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this Clause 7.5 shall not constitute an Order under this Framework Agreement.



### **Accepting Orders**

- 7.6 The Consultant in agreeing to accept such an Order pursuant to Clause 7.5 above shall enter into a Call-Off Contract with the RDA for the provision of Consultancy Services referred to in that Order. A Call-Off Contract shall be formed on the RDA's receipt of the signed Order Form provided by the Consultant (or such similar or analogous form agreed with the Consultant) pursuant to Clause 7.5.

---

<sup>12</sup> The Order Form set out at Schedule 4 is fundamental to the operation of the Framework Agreement. RDA should take into account all relevant circumstances before amending the form set out in Schedule 4 and should always take its own legal advice before making any amendments.

**PART TWO: PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS**

**8. WARRANTIES AND REPRESENTATIONS**

- 8.1 The Consultant warrants and represents to the RDA that: -
- 8.1.1 it has full capacity and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
  - 8.1.2 this Framework Agreement is executed by a duly authorized representative of the Consultant;
  - 8.1.3 in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;
  - 8.1.4 as at the Commencement Date, all information, statements and representations contained in the proposal for the Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the RDA prior to the execution of this Framework Agreement and it will promptly advise the RDA of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
  - 8.1.5 it has not entered into any agreement with any other person with the aim of preventing proposals being made or as to the fixing or adjusting of the amount of any proposal or the conditions on which any proposal is made in respect of the Framework Agreement;
  - 8.1.6 it has not caused or induced any person to enter such agreement referred to in Clause 8.1.5 above;
  - 8.1.7 it has not offered or agreed to pay or give any sum of money,

## Section 5: Framework Agreement

inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other proposal or proposals for Services under the Framework Agreement;

- 8.1.8 it has not committed any offence under the Prevention of Corruption Act;
- 8.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the RDA;
- 8.1.10 it is not subject to any contractual obligation, which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the RDA; and
- 8.1.11 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Consultant or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Consultant's assets or revenue.

**9. CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

9.1 The Consultant shall not offer or give, or agree to give, to any employee, agent, servant or representative of the RDA or person employed by or on behalf of the RDA any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done any act in relation to this Framework Agreement, any Call-Off Contract or any other contract with the RDA or person employed by or on behalf of the RDA (including its award to the Consultant, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Consultant is drawn to the criminal offences under the Prevention of Corruption Act.

9.2 The Consultant warrants that it has not paid commission nor agreed to pay any commission to the RDA or any person employed by or on behalf of the RDA in connection with this Framework Agreement, any Call-Off Contract or any other contract with the or person employed by or on behalf of the RDA.

9.3 If the Provider, its Staff or any person acting on the Consultant's behalf, engages in conduct prohibited by Clauses 9.1 or 9.2 above or commits any offence under the Prevention of Corruption Act, the RDA may: -

9.3.1 terminate the Framework Agreement with immediate effect by giving notice in writing to the Provider and recover from the Consultant the amount of any loss suffered by the RDA resulting from the termination; or

9.3.2 recover in full from the Consultant and the Consultant shall indemnify the RDA in full from and against any other loss sustained by the RDA in consequence of any breach of this Clause, whether or not the Framework Agreement has been terminated.

## 10. CONFLICTS OF INTEREST

- 10.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff are placed in a position where (in the reasonable opinion of the RDA) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant or Staff and the duties owed to the RDA under the provisions of this Framework Agreement or any Call-Off Contract.
- 10.2 The Consultant shall promptly notify and provide full particulars to the RDA if such conflict referred to in Clause 10.1 above arises or is reasonably foreseeable to arise.
- 10.3 The RDA reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Consultant and/or to take such other steps it deems necessary where, in the reasonable opinion of the RDA, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the RDA under the provisions of this Framework Agreement or any Call-Off Contract. The action of the RDA pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the RDA.
- 10.4 This Clause shall apply during the Term and for a period of [one (1) year plus 12 months for the Defects Notification Period] <sup>13</sup> after its termination or expiry.

---

<sup>13</sup> RDA to consider the appropriate period of time given the subject matter of the Framework Agreement

**11. SAFEGUARD AGAINST FRAUD**

The Consultant shall safeguard the RDA's funding of the Framework Agreement and any Call-Off Contract against Fraud generally and, in particular, Fraud on the part of the Consultant or its Staff. The Consultant shall notify the RDA immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

**12. CALL-OFF CONTRACT PERFORMANCE**

12.1 The Consultant shall perform all Call-Off Contracts entered into with the RDA in accordance with: -

12.1.1 the requirements of this Framework Agreement; and

12.1.2 the terms and conditions of the respective Call-Off Contracts.

12.2 In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call- Off Contract, the terms and conditions of this Framework Agreement shall prevail.

**13. PRICES FOR SERVICES**

13.1 For consultancy Services under the framework agreement, the price quoted by the Consultant as listed in the Schedule 3 shall be used for determination of the prices.

13.2 For any project allocated to a Consultant for provision of Services up to construction supervision, determination of price for payment to the selected Consultant shall be as per Clause 4.3 of the Terms of Reference.

**14. STATUTORY REQUIREMENTS**

The Consultant shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

**15. NON-DISCRIMINATION**

15.1 The Consultant shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).

15.2 The Consultant shall take all reasonable steps to secure the observance of Clause

15.1 by all servants employees or agents of the Consultant and all suppliers and sub-contractors employed in the execution of the Framework Agreement.

**PART THREE: CONSULTANT'S INFORMATION OBLIGATIONS**

**16. PROVISION OF MANAGEMENT INFORMATION**

16.1 The Consultant shall submit Management Information to the RDA in the form and schedule to be decided by the RDA in respect of any Call-Off Contract entered into with the RDA.

**17. RECORDS AND AUDIT ACCESS**

17.1 The Consultant shall provide such records and accounts (together with copies of the Consultant's published accounts) during the Term to the RDA and the Auditor.

17.2 The RDA shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Consultant or delay the

provision of the Services pursuant to the Call-Off Contracts, save insofar as the Consultant accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the RDA.

**18. CONFIDENTIALITY**

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

- (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly.



**19. PUBLICITY**

- 19.1 Unless otherwise directed by the RDA, the Consultant shall not make any press announcements or publicise this Framework Agreement in any way without the RDA's prior written consent.
- 19.2 The RDA shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the RDA, including any examination of this Framework Agreement by the Auditor or otherwise.
- 19.3 The Consultant shall not do anything which may damage the reputation of the RDA or bring the RDA into disrepute.

**PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION**

**20. TERMINATION**

**Termination on Default**

- 20.1 The RDA may terminate the Framework Agreement by serving written notice on the Consultant with effect from the date specified in such notice: -
- 20.1.1 where the Consultant commits a Material Default and: -
- (a) the Consultant has not remedied the Material Default to the satisfaction of the RDA within [twenty (20)] Working Days, or such other period as may be specified by the RDA, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
  - (b) the Material Default is not, in the reasonable opinion of the RDA, capable of remedy; or
- 20.1.2 where the RDA terminates a Call-Off Contract awarded to the Consultant under this Framework Agreement as a consequence of

default by the Consultant.

20.1.3 Where the Consultant turns down award of contracts under the framework agreement. To put same as for works

**Termination on Financial Standing**

20.2 The RDA may terminate the Framework Agreement by serving notice on the Consultant in writing with effect from the date specified in such notice where (in the reasonable opinion of the RDA), there is a material detrimental change in the financial standing and/or the credit rating of the Consultant which adversely impacts on the Consultant's ability to supply Services under this Framework Agreement.

**Termination on Financial Standing**

- 20.3 The RDA may terminate the Framework Agreement by serving notice on the Consultant in writing with effect from the date specified in such notice where (in the reasonable opinion of the RDA), there is a material detrimental change in the financial standing and/or the credit rating of the Consultant which adversely impacts on the Consultant's ability to supply Services under this Framework Agreement.

**Termination on Insolvency and Change of Control**

- 20.4 The RDA may terminate this Framework Agreement with immediate effect by notice in writing where the Consultant is a company and in respect of the Consultant: -

20.4.1 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

20.4.2 a petition is presented for its winding up or an application is made for the appointment of a provisional liquidator; or

20.4.3 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

20.4.4 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

20.4.5 it is or becomes insolvent within the meaning of the Insolvency Act; or

20.4.6 any event similar to those listed in Clause 20.4.1.1 to Clause 20.4.5

occurs under the laws of Mauritius.

20.5 The Consultant shall notify the RDA immediately if the Consultant undergoes a change of control. The RDA may terminate the Framework Agreement by giving notice in writing to the Consultant with immediate effect within six (6) Months of: -

20.5.1 being notified that a Change of Control has occurred; or

20.5.2 where no notification has been made, the date that the RDA becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

**Termination by the RDA**

20.6 The RDA shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving [three Months'] written notice to the Consultant.

20.7 The RDA may terminate the Framework Agreement with all the Consultants where the RDA considers that the Framework Agreement is not serving the purpose that it is meant for, that is providing value for money.

**21. SUSPENSION OF CONSULTANT'S APPOINTMENT**

Without prejudice to the RDA's rights to terminate the Framework Agreement in Clause 20 above, if a right to terminate this Framework Agreement arises in accordance with Clause 20, the RDA may suspend the Consultant's appointment to supply Services to the RDA by giving notice in writing to the Consultant. If the RDA provides notice to the Consultant in accordance with this Clause 21, the Consultant's appointment shall be suspended for the period set out in the notice or such other period notified to the Consultant by the RDA in writing from time to time.

**22. CONSEQUENCES OF TERMINATION AND EXPIRY**

22.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Consultant shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 22.

22.2 Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

22.3 Within [thirty (30)]<sup>14</sup> Working Days of the date of termination or expiry of the Framework Agreement, the Consultant shall return to the RDA any data and Confidential Information belonging to the RDA in the Consultant's possession, power or control, either in its then current format or in a format nominated by the RDA (in which event the RDA will reimburse the Consultant's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the RDA, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.

## Section 5: Framework Agreement

- 22.4 The RDA shall be entitled to require access to data or information arising from the provision of the Services from the Consultant until the latest of: -
- 22.4.1 the expiry of a period of [twelve (12) Months] following termination or expiry of the Framework Agreement; or
- 22.4.2 the expiry of a period of [three (3) Months] following the date on which the Consultant ceases to provide Services under any Call-Off Contract.<sup>15</sup>
- 22.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

---

<sup>14</sup> RDA to consider appropriate time limits

<sup>15</sup> RDA to consider retention periods in relation to the subject matter of the Framework Agreement.

- 22.6 The provisions of Clauses 8, 9, 10, 11, 17, 18, 20, and 28 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

**PART FIVE: OTHER PROVISIONS**

**23. TRANSFER AND SUB-CONTRACTING**

- 23.1 The Framework Agreement is personal to the Consultant and the Consultant shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of the RDA. The Consultant shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.

- 23.2 The RDA shall be entitled to: -

23.2.1 assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to any other Ministry or Department; or

23.2.2 novate the Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the RDA;

provided that such assignment, novation or disposals shall not increase the burden of the Consultant's obligations under the Framework Agreement.

**24. VARIATIONS TO THE FRAMEWORK AGREEMENT**

Any variations to the Framework Agreement must be made only in accordance with the terms and conditions of Framework Agreement.

**25. SEVERABILITY**

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

**26. CUMULATIVE REMEDIES**

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

**27. WAIVER**

- 27.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.
- 27.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 30.
- 27.3 A waiver of any right or remedy arising from a breach of the Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.



## **28. ENTIRE AGREEMENT**

- 28.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 28.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.
- 28.3 Nothing in this Clause 28 shall operate to exclude Fraud or fraudulent misrepresentation.

## **29. NOTICES**

- 29.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
- 29.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 30.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of

electronic mail.

29.3 For the purposes of Clause 29.2, the address of each Party shall be:<sup>16</sup>

**29.3.1 For the RDA:**

*The Road Development Authority*

*8th Floor, Blue Tower*

*Rue de L'Institut*

*Ebene 80817*

*For the attention of the General Manager*

*Tel: + 230 467 8600*

*Fax: + 230 467 2056*

*Email: [registry@rda.intnet.mu](mailto:registry@rda.intnet.mu)*

**29.3.2 For the Consultant: -**

[ ]<sup>17</sup>

**Address:**

**For the attention of:**

**Tel:**

**Fax:**

**Email:**

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

<sup>16</sup>To be inserted.

<sup>17</sup>To be inserted.

**30 COMPLAINTS HANDLING AND RESOLUTION**

- 30.1 The Consultant shall notify the RDA of any Complaint made by RDA's representatives within [two (2)] Working Days of becoming aware of that Complaint and such notice shall contain full details of the Consultant's plans to resolve such Complaint.
- 30.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Consultant to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Consultant shall use its best endeavours to resolve the Complaint within [ten (10)] Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
- 30.3 Within [two (2)] Working Days of a request by the RDA, the Consultant shall provide full details of a Complaint to the RDA, including details of steps taken to its resolution.

**31 DISPUTE  
RESOLUTION**

- 31.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within [twenty (20)] Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to [those persons identified in Clause 29 above.]
- 31.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 31.3 If the dispute cannot be resolved by the Parties pursuant to Clause 31.2 the Parties shall refer it to mediation unless: -
- the RDA considers that the dispute is not suitable for resolution by mediation; or
  - the Consultant does not agree to mediation.
- 31.4 Pursuant to Clause 31.2, if the dispute cannot be resolved through mediation, either party shall refer the dispute to any competent Court in Mauritius.
- 31.5 The obligations of the Parties under the Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute and the Consultant and its employees, personnel and associates shall comply fully with the requirements of the Framework Agreement at all times.

**32 LAW AND JURISDICTION**

The RDA and the Consultant accept the exclusive jurisdiction of the Mauritian courts and agree that the Framework Agreement is to be governed

Section 5: Framework Agreement

by and construed according to Laws of Mauritius.

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

**SIGNED** by )  
 )  
for and on behalf of the )  
RDA )

**SIGNED** by )  
 )  
for and on behalf of the )  
Consultant )  
(Director/Company  
Secretary)

)  
**SIGNED** by )  
for and on behalf of the )  
Consultant (Director) )

**SCHEDULE 1 - COMPETED SERVICES**

The consultancy Services shall be provided for roads, bridges, drains and allied Works undertaken by the RDA over the whole of Mauritius and Rodrigues. The services are described in Section 4.

**SCHEDULE 2**  
**AWARD CRITERIA**  
**CONSULTANCY SERVICES**

1. For each assignment, one Consultant will be selected among the consultants in the Framework Agreement.  
The RDA will determine the price of each assignment by calculating the total cost in terms of man-months/hours and use the technical points scored of the professional staff based on Quality and Cost Based Selection.
2. The RDA will determine the man-months and/or hours required for each professional staff in all fairness. If the Consultant does not agree with the man-months and/or hours determined by the RDA for the assignment, the RDA reserves the right to allocate the assignment to the next best ranked Consultant for the assignment. In case the nominated Consultant refuses to perform an assignment, the RDA may award the assignment to the next best ranked Consultant for that assignment. In the event a Consultant refuses to perform an assignment more than three times during the contract period of one year, the RDA shall terminate the framework agreement with the Consultant.
3. Subject to compliance of the selected Consultant to execute the scope of service described in SCHEDULE 1, each contract award under the framework agreement for any assignment will be based on the price quoted by the selected Consultant for the professional staff (as listed in SCHEDULE 3), which will be specified and requested by the RDA to complete the assignment by issuing an order form.

**SCHEDULE 3****PRICE QUOTED BY CONSULTANTS FOR PROVISION OF CONSULTING SERVICES**

<b>RATES FOR FIELD WORK<sup>4</sup></b>				
	<b>Professional Staff</b>	<b>Rate (MUR/man-month)</b>	<b>Man-month (Indicative only)</b>	<b>Amount (MUR)</b>
1.	Project Manager		15	
2.	Highway Engineer		15	
3.	Pavement/Materials Engineer		15	
4.	Traffic Engineer		15	
5.	Geotechnical Engineer		15	
6.	Stormwater/Drainage Engineer		10	
7.	Bridge Engineer		10	
8.	Tunnel Engineer		10	
9.	Transport Economist		5	
10	Quantity Surveyor		5	
11	Sworn Land Surveyor		5	
12	Contract/Claim Expert		5	
13	Environmental Specialist		5	
14	Electrical Engineer (Road Lighting)		5	
15	Sociologist		5	
16	Asset Management Expert		10	
	<b>SUB – TOTAL 1</b>		<b>150</b>	

<sup>4</sup> Field Work means Work carried out on the project site or in the office in Mauritius for assignments where there is a need for the professional staff to mobilize outside the office to perform any part of the assignment.



<b>RATES FOR HOME WORK<sup>5</sup></b>				
<b>Professional Staff</b>		<b>Rate (MUR/ Hour)</b>	<b>Hour (Indicative only)</b>	<b>Amount (MUR)</b>
1.	Highway Engineer		100	
2.	Pavement/Materials Engineer		100	
3.	Traffic Engineer		100	
4.	Geotechnical Engineer		100	
5.	Stormwater/Drainage Engineer		75	
6.	Bridge Engineer		50	
7.	Tunnel Engineer		25	
8.	Contract/Claim Expert		100	
<b>SUB – TOTAL 2</b>			<b>650</b>	

---

<sup>5</sup> Home Work means Work carried out in the office in a country where the staff resides for assignments where there is no need to perform any part of the assignment outside the office.

## SCHEDULE 4

### ORDER FORM (For Field Work)

**The Order Form or Letter of Acceptance following award of individual contract shall contain the following data but not limited to:**

ORDER FOR THE PROVISION OF CONSULTANCY SERVICES FOR ROADS, BRIDGES, DRAINS AND ALLIED PROJECTS <i>Ref: E/CSF/RDA/07/07-2021</i>			
<b>From: ROAD DEVELOPMENT AUTHORITY</b> 8th Floor, Blue Tower Rue de L'Institut Ebene 80817 Mauritius  Phone: 467 8600 Fax : 467 2056 Email : registry@rda.intnet.mu			
<b>To: [Name of Consultant]</b> [Address of Consultant] [Phone of Consultant] [Fax of Consultant] [Email of Consultant]			
CONSULTANCY SERVICES REQUIRED:			
<b>Order No:</b>			
<b>Assignment Name:</b>			
<b>Site Location:</b>			
Professional Staff required by RDA:	Man-months determined by RDA	Rate Quoted by Consultant (MUR)	Amount (MUR)
1.			
2.			
3.			
4.			
5.			
<b>Price of Assignment:</b>			
<b>Name of Consultant:</b>			
<b>Order Issue Date:</b>			
<b>Assignment Commencement Date</b> <i>(within 14 calendar days from Order issue date)</i>			
<b>Assignment Completion Date:</b>			
	Deliverables Required by RDA:	Deadline for submission of deliverables	
1			
2			
3			
4			
5			

**ORDER FORM (For Home Work)**

**The Order Form or Letter of Acceptance following award of individual contract shall contain the following data but not limited to:**

ORDER FOR THE PROVISION OF CONSULTANCY SERVICES FOR ROADS, BRIDGES, DRAINS AND ALLIED PROJECTS <i>Ref: E/CSF/RDA/07/07-2021</i>			
<b>From: ROAD DEVELOPMENT AUTHORITY</b> 8th Floor, Blue Tower Rue de L'Institut Ebene 80817 Mauritius  Phone: 467 8600 Fax : 467 2056 Email : registry@rda.intnet.mu			
<b>To: [Name of Consultant]</b> [Address of Consultant] [Phone of Consultant] [Fax of Consultant] [Email of Consultant]			
CONSULTANCY SERVICES REQUIRED:			
<b>Order No:</b>			
<b>Assignment Name:</b>			
<b>Site Location:</b>			
Professional Staff required by RDA:	Hours determined by RDA	Rate Quoted by Consultant (MUR)	Amount (MUR)
1.			
2.			
3.			
4.			
5.			
<b>Price of Assignment:</b>			
<b>Name of Consultant:</b>			
<b>Order Issue Date:</b>			
<b>Assignment Commencement Date (within 24 hours from Order issue date)</b>			
<b>Assignment Completion Date:</b>			
	Deliverables Required by RDA:	Deadline for submission of deliverables	
1			
2			
3			
4			
5			

**BY SIGNING AND RETURNING THIS ORDER FORM/LETTER OF ACCEPTANCE THE CONSULTANT AGREES** to enter a legally binding contract with the RDA to provide to the RDA the Services specified in the above Order Form as per the Terms and Conditions set out in the Framework Agreement entered into by the Consultant and the RDA on [ ] 20[ ].

For and on behalf of the Consultant: -

Name:	
Designation:	
Signature:	
Date:	

For and on behalf of the RDA: -

Name:	
Designation:	
Signature:	
Date:	

## **Section 6. Standard Forms of Contract**

This Section contains the following for Time-based Contract:

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

**CONTRACT FOR CONSULTANTS' SERVICES**

**Time-Based**

between

---

ROAD DEVELOPMENT AUTHORITY

and

---

[name of the Consultant]

Dated:

**I. Form of Contract**

**TIME-BASED**

*(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, the Road Development Authority (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consists 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 he 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:

Section 6: Standard Forms of 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	<i>[Not used]</i>
Appendix B: Reporting Requirements	<i>[Not used]</i>
Appendix C: Personnel and Sub-Consultants – Hours of Work for Key Personnel	<i>[Not used]</i>
Appendix D: Cost Estimates in Foreign Currency	<i>[Not used]</i>
Appendix E: Cost Estimates in Local Currency	<i>[Not used]</i>
Appendix F: Duties of the Client	<i>[Not used]</i>
Appendix G: Form of Advance Payments Guarantee	<i>[Not used]</i>



## Section 6: Standard Forms of Contract

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 Consultant 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 the 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) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the Mauritian Rupees.
- (h) “GC” means the General Conditions of Contract.
- (g) “Government” means the Government of the Republic of Mauritius.
- (h) “Local Currency” means the 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 professionals and support staff provided by the Consultants or by any Sub-Consultants 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 inside the Republic of Mauritius; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (n) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (o) “Rupees” means Mauritian Rupees.
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the Work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-Consultants” means any person or entity to

whom/which the Consultant subcontracts any part of the Services.

- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

**1.2 Relationship  
Between the Parties**

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

**1.3 Law Governing  
Contract**

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 Language**

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

**1.5 Headings**

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

**1.6 Notices**

1.6.1 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.

1.6.2 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.

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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 SC, 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 SC.

**1.11 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 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

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 4.5.



**1.11.1 Definitions**

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

- (i) “corrupt practice”<sup>18</sup> 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”<sup>19</sup> 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”<sup>20</sup> 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”<sup>21</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (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 Client's inspection and audit rights provided for under Clause 3.6.

**1.11.2**

**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.

<sup>18</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution.

<sup>19</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the

“omission” is intended to influence the selection process or contract execution.

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

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

**1.11.3 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.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 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.

- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations** (a) 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposal for modification or variation made by the other Party.

## **2.7 Force**

### **Majeure**

#### **2.7.1 Definition**

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) 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 to the time during which such Party was unable to perform such action as a result of Force Majeure.

- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## **2.8 Suspension**

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



## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) 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.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 By the  
Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (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 8 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.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**2.9.3 Cessation of  
Rights  
and  
Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation of  
Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment  
upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and

reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

- (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

**2.9.6 Disputes  
about Events of  
Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**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 adviser 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.

**3.1.2 Law Governing  
Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**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 Consultant Not to Benefit from Commissions, Discounts, etc.**
- (a) The payment to the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, Works or Services, the Consultant shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities**

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 its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**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 Liability of the Consultant**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.

**3.5 Insurance to be Taken out by the Consultant**

The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at (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 coverages specified in the SC, and (ii) at the Client's request, shall provide evidence to the



Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.6 Accounting,  
Inspection and Auditing**

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

3.6.2 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 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the prevailing sanctions procedures.)

**3.7 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) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

**3.8 Reporting  
Obligations**

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

**3.9 Documents Prepared  
by the Consultant to be the  
Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client 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. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**3.10 Equipment,  
Vehicles and Materials  
Furnished by the Client**

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

**3.11 Equipment and  
Materials  
Provided by the  
Consultants**

Equipment or materials brought into the Republic of Mauritius by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

#### 4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

##### 4.1 General

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

##### 4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional Work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key

## Section 6: Standard Forms of Contract

Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant.

In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of  
Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

**4.4 Working Hours,  
Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished Work in respect of the Services such number of days before their arrival in, or after their departure from the Republic of Mauritius as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

- 4.5 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the 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 Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has 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 therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.



- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 4.6 Resident Project Manager** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

## 5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance and Exemptions** Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Mauritius.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Republic of Mauritius reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Access to Land**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Republic of Mauritius in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

**5.3 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 hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.4 Services, Facilities and Property of the Client**

(a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the Services, facilities and property described in Appendix F at the times and in the manner specified in the said Appendix F.

(b) In case that such Services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that

it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such Services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

### **5.5 Payment**

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

### **5.6 Counterpart Personnel**

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix F.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any Work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## 6. PAYMENTS TO THE CONSULTANT

- 6.1 Cost Estimates; Ceiling Amount**
- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in rupees is set forth in Appendix E.
  - (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in rupees specified in the SC
  - (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Remuneration and Reimbursable Expenses**

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be



subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).

**6.3 Currency of Payment**

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in rupees.

**6.4 Mode of Billing and Payment**

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and rupees as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC

6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

(c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above,

payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## **7. FAIRNESS AND 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.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

### **8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

**III. Special Conditions of Contract**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The language is English.
1.6	<p>The addresses are:</p> <p>Client: <b>The General Manager</b>  <b>Road Development Authority</b>  <b>8th Floor, Blue Tower</b>  <b>Rue de L’Institut</b>  <b>Ebene 80817</b>  <b>Mauritius</b></p> <p>Tel No. + 230 467 8600  Fax No. + 230 467 2056  Email: registry@rda.intnet.mu</p> <hr/> <p>Consultant:</p> <p style="text-align: right;">Attention: _____</p> <p style="text-align: right;">Facsimile: _____</p> <p style="text-align: right;">Tel No: _____</p> <p style="text-align: right;">Fax No: _____</p> <p style="text-align: right;">Email: _____</p>
1.8	<p>The Member in Charge is [insert name of member]</p> <p><b>Note:</b> 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.</p>

Section 6: Standard Forms of Contract

<b>1.9</b>	The Authorized Representatives are: For the RDA:  The General Manager Road Development Authority 8th Floor, Blue Tower Rue de L’Institut Ebene 80817 Mauritius
------------	--



	<p>For the Consultant:</p> <hr/> <hr/>
<p><b>1.10</b></p>	<p>For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).</p> <p>With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.</p> <p>Details of contact for the MRA is:  Mauritius Revenue Authority  Ehram Court, Cnr Mgr. Gonin &amp; Sir Virgil Naz Streets, Port Louis, Mauritius</p> <ul style="list-style-type: none"> <li>• Tel: +230 207 5912</li> <li>• Fax: +230 207 6016</li> <li>• Email: <a href="mailto:yamini.rangasamy@mra.mu">yamini.rangasamy@mra.mu</a></li> <li>• Website: <a href="http://mra.mu">http://mra.mu</a></li> </ul>
<p><b>2.2</b></p>	<p>If this contract has not become effective within a period of <b>three (3) months</b> after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than <b>twenty one (21) days</b> written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p>
<p><b>2.3</b></p>	<p>The time period shall be 14 calendar days in case of a Field Work and 24 hours in case of a Home Work.</p>
<p><b>2.4</b></p>	<p>The time period shall be: Twelve months plus 12 months to cover Defects Notification/Maintenance period as a requirement of the Works/construction contracts.</p> <p>Following commencement of Services and submission of a scope of assignment and time for completion of the assignment by the RDA, the Consultant shall submit a Gantt Chart to indicate the various tasks, milestones, resources mobilized and submission dates for the deliverables etc. to meet the deadlines set by the RDA.</p> <p>The Consultant shall proceed with the assignment with due expedition and shall take all reasonable steps to ensure timely completion of the assignment and submission of the deliverables to the entire satisfaction of the RDA.</p> <p>The Consultant shall adjust the program in case the RDA</p>

Section 6: Standard Forms of Contract

	orders a variation to the assignment. The Consultant shall not amend the agreed program without prior approval of the RDA
--	---

	<p>For a particular assignment, should the Consultant delay the submission of deliverable beyond the scheduled date set by the RDA, the latter may at his discretion grant to the Consultant an additional period as deemed reasonable to complete the deliverable if the justifications provided by the Consultant are accepted by the RDA. In the event that the delay exceeds the extended period, the RDA shall be entitled to levy liquidated damages on the Consultant amounting to MUR 10,000 per calendar day in case of Field Work and MUR 1,000 per hour in case for Home Work) elapsed between the completion time specified by the RDA and the actual time at which the Consultant completes the assignment and submits the necessary deliverables.</p> <p>The foregoing shall also apply to delay during construction stage or defects notification which are attributable to the Consultant, in submission of working drawings, instructions, approvals, or other matters affecting progress of construction Works or closing of contracts.</p> <p>The Consultant shall not extend the period of the contract between the RDA and the Contractor without prior approval of the RDA.</p> <p>The RDA shall be made aware of all applications from the Contractor for extension of time and the recommendations of the Consultant and shall seek formal approval before granting of extension of time on construction Contracts. Extensions to construction contracts shall only be allowed on the conditions that the contract period for the Services is not exceeded. The Consultant shall be fully responsible for providing the timely notifications and proposals for remedial actions in case it is anticipated that the contract duration could be exceeded.</p>
2.7.1(d)	<p>For the purposes of this Contract, Force Majeure shall include any pandemic event. In case of an ensuring lockdown imposed by the Government, the Consultant shall be entitled to an equivalent extension of time equivalent to the duration of the lockdown <u>without</u> any additional cost.</p>

Section 6: Standard Forms of Contract

2.9.1(f)	<p>Replace entire paragraph 2.9.1(f) by the following:</p> <p>If, as a 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, unless the Force Majeure is attributed to a pandemic event.</p>
2.9.2(b)	<p>Replace entire paragraph 2.9.2(b) by the following:</p> <p>If, as a 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, unless the Force Majeure is attributed to a pandemic event.</p>
3.1.2	<p>The Applicable law governing the Services consists of the laws of the Republic of Mauritius.</p>
<b>3.4</b>	<p>The Consultant is liable for consequences of errors, omissions and negligence on his part or on the part of his employees in the technical or technical execution of the Services. The Consultant shall also be liable for inadequate supervision of Works and poor contract management which would result in delays to completion of Works, unnecessary increase in project costs and projects being completed below acceptable standards. The indemnity regarding such liabilities on the part of the Consultant shall be determined in relation to loss suffered or the cost of making off of the error and omission on the part of the Consultant.</p> <p>Where deemed appropriate by the RDA, losses and prejudices caused to the RDA as result of poor Services and /or error, omissions, negligence by the Consultant, will be dealt with through appropriate deductions in payments due to him and same shall not constitute any grounds for the Consultant to the entitled to a claim or to take any action whatsoever against the RDA. The RDA also reserves the right to initiate legal actions again the Consultant for any loss and prejudice caused by the poor Services and/or error, omissions, negligence of the Consultant.</p> <p>In view of any such defaults in the performance, the RDA reserves the right to allocate consultancy assignments to the next best evaluated Consultant as per clause 5.5 of the BDS.</p>

<p><b>3.5</b></p>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Mauritius by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of MUR 1 Million;</li> <li>(b) Third Party liability insurance, with a minimum coverage of MUR 5 Million;</li> <li>(c) Professional liability insurance, with a minimum coverage of MUR 25 Million;</li> <li>(d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub- Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul>
<p>3.7(c)</p> <p>3.7 (c) (i)</p> <p>3.7(c) (ii)</p> <p>3.7(c) (iii)</p> <p>3.7(c) (iv)</p> <p>3.7(c) (v)</p>	<p>The other actions are:</p> <ul style="list-style-type: none"> <li>Any action taken by the Consultant which may affect the project cost, duration, quality, scope, procurement, and/or risks.</li> <li>Authorizing the Contractor a change in scope of Works, specifications of Works, a change in value of project or an increase in the time for completion with respect to the original scope of Works, specifications of Works, project value, and project completion time other than approved by the RDA;</li> <li>Executing any additional Services which would entail additional payment and completion time to the Consultant without prior approval of the RDA;</li> <li>Certifying any claims to the Contractor arising out of unforeseen events or for such situations provided under the construction Contract with the Contractor without the prior approval of the RDA;</li> <li>Certifying any payments to the Contractor for which the RDA has previously expressed reservations on quality and completeness or Works executed by the Contractor.</li> </ul>

<p>3.8</p>	<p>The RDA will describe the Services required from the key professional staff(s) and will define the specific reporting requirements when allocating any assignment to the Consultant. The Consultant shall submit a soft copy of the required reports and one hard copy. Depending on the nature of the assignment and the key professional staff(s) required by the RDA, the latter may request the Consultant to submit an inspection report, draft and final design/engineering report, Environmental Impact Assessment, Traffic Impact Assessment, Social Impact Assessment, Heritage Impact Assessment, draft and final Bidding documents, land acquisition drawings, landscaping drawings, project management report, feasibility report, contractual claim report, Asset management report, etc. The frequency of the submitting the abovementioned deliverables will depend on the duration of the assignment. The Consultant shall submit information as required under Appendix C (C1, C2, and C3) after being allocated an assignment by the RDA.</p> <p>In any case, the Consultant shall submit a fully detailed estimate of the Works at preliminary design stage, final design stage and pre-tender stage, taking into account requirements specified for the project and other associated factors which may be normally accounted for and/or foreseen by an experienced Consultant. Any errors and omissions on the part of the Consultant will be dealt with in accordance with the provisions given under SC 3.4. The Consultant will be required to justify/explain all variations exceeding 15% in estimated project costs and actual costs.</p>
<p>3.9</p>	<p>The Consultant and its key professional staff shall seek the written approval of the RDA prior to storing or using any document related to the assignment, including that not limited to drawings, specifications, designs, reports, softwares, etc.</p>
<p>4.2(b)</p>	<p>Replace the last sentence of the paragraph by the following:  All adjustments shall only be made with the written approval of the RDA.</p>

<p><b>4.5(c)</b></p>	<p>Replace paragraph 4.5(c) in its entirety by the following:</p> <p>Any of the personnel proposed as a replacement under Clauses (a) and (b) above, shall first be approved by the RDA before mobilization. The RDA shall remunerate the equivalent personnel proposed as replacement at the same rate quoted by the Consultant for the equivalent personnel in Form FIN-1. The Consultant shall bear all additional costs arising out of or incidental to any removal and/or replacement.</p>
<p><b>4.6</b></p>	<p>The Consultant shall be responsible for the satisfactory performance of all proposed key professional staff and take charge of the performance of the Services of all professional key staff.</p>
<p><b>5.1</b></p>	<p>While the RDA will use its best efforts to provide assistance to Consultant under this clause, the RDA cannot guarantee that government authorities will issue all clearances/permits etc. to the key professional staffs deployed by the Consultant.</p> <p>All key professional staffs shall liaise with professional institutions, such as the Council of Registered Professional Engineers, Professional Architects Council, etc. for professional registration certificates required under the laws of the Republic of Mauritius.</p>
<p><b>6.1</b></p>	<p>SC (a), (b) and (c) Not Applicable</p>
<p><b>6.2</b></p>	<p>Replace Clause 6.2 in its entirety by the following:</p> <p>For the due performance of all Services specified or implied in this Agreement, the Consultant shall, on satisfactory completion of the stages, receive fees to be calculated on the basis of the appropriate <u>man-months and/or hourly rate quoted by the Consultant for the key professional staff in Form FIN-4.</u></p> <p>In case the final value of a project exceeds the original cost by more than 15%, only as a result of modifications ordered by the RDA or for reasons beyond the control of the Consultant shall be based on the actual project value. The value of any project shall not be increased without specific approval of the RDA.</p>

	<p>Payment for Additional Services provided by the Consultant shall be calculated on the basis of rates for man-months and/or hours quoted by the Consultant for the key professional staff. The Consultant shall submit an estimate of total cost and shall be required to obtain prior approval of the RDA before proceeding with any additional Services. The RDA shall not be bound to consider payment for any additional Services provided by the Consultant without any prior approval from RDA.</p> <p>The RDA shall not consider payment for any additional Services in case the Consultant does not submit the necessary particulars as required by the RDA.</p> <p>Where the Consultant provides only partial Services on any assignment, the RDA shall not effect any payment to the Consultant.</p> <p>For projects at design stage, no additional payment will be made in respect of modifications which may normally be required as part of a decision making process or to suit particular requirements of specific authorities for the purpose of compliance with prevailing requirements/standards.</p>
--	---



Section 6: Standard Forms of Contract

<b>6.3</b>	The Consultant shall be paid in Mauritian Rupees only.
<b>6.4(a)</b>	No Advance payment will be made
<b>6.4(b)</b>	For each assignment, the Consultant shall submit its payment claim for the professional key staff(s) deployed for the assignment at the end of each month after the order issue date.
<b>6.4 (c)</b>	The Consultant will be entitled to a compensation of 1% on any payment not paid by the due date until the payment is fully settled by the RDA, subject that the Consultant has submitted all necessary documents to the RDA to support the payment claim on time.
<b>6.4 (e)</b>	The RDA shall make payments to the account of the Consultant after obtaining all relevant information from the latter.
<b>8.2</b>	<p>Delete Clause 8.2 in its entirety and replace by the following:</p> <p>Any dispute not settled amicably shall be finally referred to the sole arbitration of a person mutually acceptable to the contractual parties. Failing agreement within 30 days after either party has given to the other a written request to concur in the appointment of the Arbitrator, the latter shall be appointed by a judge in Chamber. The proceeding of Arbitration shall be conducted in accordance with the Laws of Mauritius.</p> <p>Arbitration may be commenced prior to or after completion of the Services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the Services.</p>

## IV. Appendices

### APPENDIX A – DESCRIPTION OF SERVICES

*Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

**The Services to be carried out by the Consultant are described in the Terms of Reference. The Projects, for which the Consultant may be requested to provide Services, will be specified in the Order Form issued to the Consultant.**

### APPENDIX B - REPORTING REQUIREMENTS

*Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

**The deliverables to be prepared and submitted by the Consultant are mentioned in the Terms of Reference.**

### APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF WORK

#### FOR KEY PERSONNEL

*Note: List under:*

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

C.2 *Same information as C-1 for Key Local Personnel.*

Section 6: Standard Forms of Contract

C.3 *Same as C-1 for Key Personnel to be assigned to work outside the Government's country.*

C.4 *List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3. (NOT APPLICABLE)*

*List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc. (NOT APPLICABLE)*

The Qualifications of the Consultant's key personnel, details of expected Services, and estimated duration of Services are described in the Terms of Reference.

**The man-months and/or hours to be specified by the RDA in the Order Form refer only to the duration of the Services and exclude travel time, breaks, and other non-productive time. The rates quoted by the Consultant are deemed to include all costs in connection to the above as well as costs related to remuneration of paid overtime, sick, casual, vacation leaves, etc. The Consultant should take all necessary measures to ensure that the absence of any key professional staff does not affect the progress of Services delivery and all deadlines set by the RDA are met.**

## APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

**Note:** List hereunder cost estimates in foreign currency:

1.
  - (a) Monthly rates for Foreign Personnel (Key Personnel and other Personnel)
  - (b) Monthly rates for local Personnel (Key Personnel and other Personnel).  
*(This should be added if local Personnel is also being paid in foreign currency)*
  
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
  - (a) Per diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Republic of Mauritius.
  - (b) Air transport for Foreign Personnel:
    - (i) the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
    - (ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Republic of Mauritius, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Republic of Mauritius. Such Personnel will be entitled to such extra round trip only if upon their return to the Republic of Mauritius, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
  - (c) Air transport for dependents: the cost of transportation to and from the Republic of Mauritius of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty

*in the Republic of Mauritius for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Republic of Mauritius shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*

- (d) Miscellaneous travel expenses*
  - (i) for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
  - (ii) the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
- (e) International communications: the cost of communications (other than those arising in the Republic of Mauritius) reasonably required by the Consultant for the purposes of the Services.*
- (f) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
- (g) The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Republic of Mauritius).*
- (h) The cost of transport of personal effects.*
- (i) The rate for the programming and use of, and communication between, the computers for the purpose of the Services.*
- (j) The cost of laboratory tests on materials, model tests and other technical Services authorized or requested by the Client.*
- (k) The foreign currency cost of any subcontract required for the Services and approved in writing by the Client.*

Section 6: Standard Forms of Contract

- (l) The cost of training of the Client's personnel outside the Republic of Mauritius, if training is a major component of the assignment, specified as such in the TOR.*
- (m) The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.*

**As per Clause 6.3 of the SC, the Consultant shall be paid in Mauritian Rupees only.**

## APPENDIX E - COST ESTIMATES IN RUPEES

*Note: List hereunder cost estimates in Rupees:*

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
  - (a) *Per diem rates for subsistence allowance for Foreign Short-term Personnel:*
    - (i) *per diem allowance in rupees equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Republic of Mauritius) for the first ninety (90) days during which such Personnel shall be in the Republic of Mauritius;*
    - (ii) *per diem allowance in rupees equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Republic of Mauritius.*
  - (b) *Per diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in the Republic of Mauritius, plus estimated totals.*
  - (c) *The cost of local transportation.*
  - (d) *The cost of the following locally procured items: office accommodations, camp facilities, camp Services, subcontracted Services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Republic of Mauritius, all if and to the extent required for the purpose of the Services.*
  - (e) *The cost of equipment, materials and supplies to be procured locally in the Republic of Mauritius.*

Section 6: Standard Forms of Contract

- (f) The cost in rupees of any subcontract required for the Services and approved in writing by the Client.*
- (g) The cost of training of Client's staff in the Republic of Mauritius, if training is a major component of the assignment, specified as such in the TOR.*
- (h) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Client.*

**The rates quoted by the Consultant are deemed to include professional fees as well as all expenses, including but not limited to costs related to Services provided by support staff, per-diem rates for subsistence; per-diem allowances for travel, entertainment, and other purposes; costs of airfares and the modes of foreign travel; costs of local transportation; residential accommodations; costs related to Services provided by support staff; costs of equipment, materials, and other supplies; telephone and internet charges; costs of stationery, printing, binding, etc.; costs of training RDA's staffs, any other cost of such further items not covered in the foregoing but which may be requested by the Consultant and/or the key professional staff(s) for the purposes of the consultancy Services required by RDA.**



## **APPENDIX F - DUTIES OF THE CLIENT**

*Note: List under:*

*F.1 Services, facilities and property to be made available to the Consultant by the Client.*

*F.2 Professional and support counterpart personnel to be made available to the Consultant by the Client.*

**The RDA will also provide adequate logistics to facilitate the conduct of training to RDA Staff. Furthermore, the RDA may also assign a civil engineer to accompany key professional staff in the spirit of collaboration and knowledge transfer. The RDA will provide the above facilities during RDA's normal working hours only (Monday to Friday from 08:45 to 16:00 excluding break for lunch from 12:00 to 12:30).**

**APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE (NOT APPLICABLE)**

*Note: See Clause GC 6.4(a) and Clause SC 6.4(a).*

**Bank Guarantee for Advance Payment**

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

**Date:**

**ADVANCE PAYMENT GUARANTEE No.:**

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

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

At the request of the Consultants, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]*<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

---

*[signature(s)]*

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

**As per Clause 6.4(a) of the SC, the RDA shall not pay Advance Payment to the Consultant and therefore no Advance Payment Guarantee is required.**

---

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

**Sample Contract for Small Assignment [NOT APLICABLE]**

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

**SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS**

**TIME-BASED PAYMENTS**

**CONTRACT No. *[insert]***

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address<sup>22</sup>]*.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services, NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost

Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

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

**3.** A. Ceiling

**Payment**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of [*insert ceiling amount*]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub- paragraph C below.

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

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent<sup>1</sup> (~~or~~ per day spent ~~or~~ per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.<sup>2</sup>

D. Payment Conditions

Payment shall be made in [specify currency] not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

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

---

<sup>1</sup> Select the applicable rate and delete the others.

<sup>2</sup> Specific expenses can be added as an item (iii) in paragraph 3.C.

**4. Project  
Administration**

A. Coordinator

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

B. Timesheets

During the course of their Work under this Contract, including Field Work, the Consultant's employees providing Services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Inspections and Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Government of Mauritius (including without limitation a determination of ineligibility) in accordance with prevailing sanctions procedures.

- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the



Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.<sup>3</sup>

- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, Works or Services (other than consulting Services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Mauritius, and the language of the Contract shall be English.

---

<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 8.

**13. Dispute Resolution<sup>5</sup>** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Mauritius.

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

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**15. Integrity Clause**

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

Section 6: Standard Forms of Contract

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

FOR THE CLIENT

FOR THE CONSULTANT

Signed by\_\_\_\_\_

Signed by\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

<sup>5</sup>In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”