#

**Procurement Policy Office**

**(Established under section 4 of the Public Procurement Act 2006)**

Ref:SC/EPROC/SRFPSA/01-24

**Selection of Consultants**

**For**

**Small Assignment - Lump sum contract**

**(for use on the e-Procurement System)**

**Procurement Policy Office**

**Ministry of Finance, Economic Planning and Development**

**Port Louis**

**January 2024**

**Foreword**

This Standard Request for Proposal (SRFP) for Selection of Consultants for Small Assignment Lump sum contract has been prepared pursuant to section 7(c) of the Public Procurement Act. It follows the World Bank model SRFP of July 2016 – updated 2017.

It is to be used for consultancy services as provided for in the Public Procurement Act and the Public Procurement Regulations 2008.

Those wishing to submit comments or suggestions on these Bidding Documents or to obtain additional information on procurement in Mauritius are encouraged to contact:

**The Director**

**Procurement Policy Office**

**Ministry of Finance, Economic Planning and Development**

**Level 8, Emmanuel Anquetil Building, Port Louis, Mauritius**

**Tel: No. (+230)260 5580 & Fax: No. (+230)201-3758**

**Email: pposecretariat@ govmu.org**

**AMENDMENTS TO DOCUMENT DATED 19 January 2024**

**Section 2. Instructions to Consultants**

 **Sub-clause 25.3, 30.7 (Amended)**

**Preface**

1. This document is based on the World Bank’s Standard Request for Proposals (SRFP) of July 2016 for Selection of Consultants.
2. It has been customised for small assignments on lump sum contract for value not exceeding Rs 5million and for assignment that could be executed on the basis of a simple set of General Conditions of Contract as contained in Section 6.
3. The SRFP document is addressed to consultants shortlisted from the Client’s Data Base and from entities that are well established and operating locally. In case a public body requires a consultant in a field it is not very familiar with or where resources are scarce, it may proceed first with an Expression of Interest (locally or internationally) and use this document to request proposals from the shortlisted consultant thereafter for small assignment as defined above.
4. The document provides for the method of selection to be any one of the following: Quality and Cost based selection (QCBS); fixed budget based selection (FBS); Least-cost and acceptable quality based selection (LCS).

*[insert name of Client (Public Body)]*

Request for Proposal

Issued on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**for**

**Selection of Consultant**

*[insert identification of Consultancy Services]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Procurement Reference No:** *[insert number]*

**Project:** *[Insert name of Project, if applicable]*

**Client :** *[Insert name of Client(Public Body)]*

**Table of Contents**

[Section 1. Letter of Invitation 1](#_Toc512152562)

[Section 2- Instructions to Consultants 3](#_Toc512152563)

[Section 3. Technical Proposal - Standard Forms 16](#_Toc512152593)

[Section 4. Financial Proposal - Standard Forms 26](#_Toc512152594)

[Section 5. Terms of Reference 31](#_Toc512152595)

[Section 6. Standard Forms of Contract 33](#_Toc512152596)

 **Section 1. Letter of Invitation**

**Title of Assignment:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP Reference No.:** *[as per the Procurement Plan]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Loan No./Credit No. */ Grant No [delete if not applicable*]:**\_\_\_\_\_\_\_\_\_\_\_\_

**Country where assignment is to be carried out:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Dear Mr. /Ms.: *[insert contact person details of shortlisted consultant]*

1. The *[insert name of Client]* invites proposals for consulting services with reference to the assignment mentioned above. More details on the services are provided in the Terms of Reference (Section 5).
2. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

*[Insert the list of shortlisted Consultants]*

1. It is not permissible to transfer this RFP to any other firm.
2. A firm will be selected under *[insert Selection Method*] procedures. The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

1. Please inform us by *[insert date],* online using the communication thread on the e-Procurement system or by E-mail *[insert e-mail address]*:

(a) that you have received this Request for Proposals; and

(b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) as per Section 2, Instructions to Consultants (ITC),

(c) Details on the proposal’s submission date, time and address are provided in ITC 19.1.

Yours sincerely,

 *[Insert name of officer and title],*

*[Insert telephone number, country and city codes]*

*[Insert facsimile number, country and city codes]*

*[Insert email address]*

#

# Section 2- Instructions to Consultants

*[This Section shall be customized where indicated to meet the requirements of the Client. This note should be deleted from the final RFP issued to the shortlisted Consultants/Consultants].*

1. **General Provisions**

|  |  |
| --- | --- |
|  |  |
| **Definition** | 1. “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Mauritius.
2. “Client” means the public bodythat signs the Contract for the Services with the selected Consultant.
3. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
4. “Government” means the Republic of Mauritius.
5. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
6. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
7. “Services” means the work to be performed by the Consultant pursuant to the Contract.
8. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
9. “Terms of Reference (TORs)” (this Section 5 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
 |
| **Scope and duration of assignment** | * 1. The Client, *[insert name of public body]* intends to select a Consultant from those listed in the Request for Proposals (RFP), to provide the services for *[Public body to customize].*
	2. The scope of the assignment is defined in Section 5- Terms of Reference and the duration is for a period of *[insert period]* from the date of commencement.
 |
| **Selection method** | * 1. The evaluation of proposal will be carried out as per the selection process on the basis of *Quality and Cost /Quality and Least Cost/Quality and Fixed cost[Public body to choose]*
 |
| **Eligibility** | * 1. Consultants, *whether local or foreign under an existing or intended joint venture* offering services in the construction sector have to be duly registered with the Construction Industry Development Board (CIDB) of Mauritius, as appropriate, prior to bidding for the project. They shall submit evidence of their registration along with their proposal, if this contract is for services in the construction sector. For further details, consult the website of CIDB at *cidb.govmu.org.* Registration with CIDB applies to consulting firms and not to freelance consultants.
	2. A Consultant who is under a declaration of ineligibility by the Government of Mauritius or 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 not be eligible.
	3. A consultant who is bankrupt or in case of a company which is insolvent, in receivership, subject to legal proceedings for any of these circumstances or in the process of being wound up may not be eligible;
	4. State-owned enterprises or institutions in the Mauritius may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Client, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
	5. Government officials and civil servants of the Republic of Mauritius are not eligible to be included as Experts, freelances, or members of a team of Experts in the Consultant’s Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Client. |
| **Conflicting interest and activities** | * 1. The Government of Mauritius requires consultants to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
	2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procurement Policy Office.
 |
| **Fraud and Corruption** | * 1. The Client 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.
	2. The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 |
| **Commission and gratuities** | * 1. Consultants shall furnish information on commission and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the contract, as required in the Financial Proposal submission form (Section 4).
 |
| B. Preparation of Proposals |
| **Preparation of Proposals** | * 1. Shortlisted consultants are invited to submit a Technical Proposal and a Financial Proposal using the forms provided in Sections 3 and 4. They may also comment on the Terms of Reference in their Technical proposal. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
 |
| **Cost of Preparation of Proposal** | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
 |
| **Language**  | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in English.
 |
| **Rights of Client** | * 1. 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 Consultant.
 |
| **Only One Proposal** | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.
 |
| **Proposal Validity** | * 1. The proposal shall remain valid for a period of *[indicate number]* of days after the proposal submission deadline.
 |
| **Clarification and Amendment of RFP**  | * 1. The Consultant may request a clarification of any part of the RFP not later than 21 days before the Proposals’ submission deadline, using the online clarifications feature available in the e-Procurement System. The e-Procurement System shall alert all the shortlisted consultants of any amendment issued by the Client

Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so through an amendment addressed to all shortlisted consultants.  |
| **Preparation of Proposals Specific Considerations** | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:
		1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in the form of a joint venture or as Sub-consultants, it may do so with non-shortlisted Consultant(s). When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy the shortlisted Consultant shall be a lead partner.
		2. 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.

The Client encourages association with qualified national firms. * + 1. For assignments under the Fixed-Budget selection method, the total available budget is …………., inclusive of taxes, and the Financial Proposal shall not exceed this budget. *[Public body to insert amount in figures and currency or delete this sub-paragraph if not applicable.]*
 |
| **Technical Proposal Format and Content** | * 1. The Technical Proposal shall be prepared using the online templates referred to in Section 3 of the RFP**.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
 |
| **Financial Proposal** | * 1. (a) The Financial Proposal shall be prepared using templates referred to in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses. Additionally, the consultant should include in their proposal the cost related to ………………………………………………………………………………………………………………. *{public body to complete if needed]*
1. Prices quoted in the Financial Forms shall be without VAT on the remunerations for the purpose of evaluation only.
 |
|  | * 1. (a) The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract.
1. Consultants are requested to contact the Mauritius Revenue Authority at the following address to obtain the relevant information in this respect.

 Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000   ●Fax: +230 207 6053 Email:largetaxpayer@mra.mu  Website: <http://mra.mu> |
|  | * 1. The Consultant may express the price for its Services in the currency or currencies as stated hereunder:

 ………………………………… ……………………………………The portion of the price representing local cost shall be stated in Mauritian rupees and paid in the same currency. *[Public body to customise].*  |
|  | * 1. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
 |
| C. Submission, Opening and Evaluation |
| **Submission, Sealing, and Marking of Proposals** | * 1. The Consultant shall submit online a signed and complete Proposal comprising the documents and response templates in accordance with ITC 16.1 and 17.1.
	2. The online submission shall be digitally signed by an authorized representative of the Consultant.
		1. A Proposal submitted by a Joint Venture shall be digitally signed by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
	3. Bidders shall follow the Guidelines provided for online submission.
	4. No proposal submitted physically shall be accepted.
 |
| **Deadline for submission of proposals** | * 1. Submission of Proposals (Bid preparation and hash submission) must be executed online before the start date and time for bid closing mentioned hereunder.

**Bid Closing**Start Date and Time (Mauritian): *[insert day, month, year and time i.e. 15 June, 2001 13 00 hr]*End Date and Time (Mauritian): *insert day, month, year and time i.e. 15 June, 2001 13 30 hr]* |
| **Confidentiality** | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal.

 * 1. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.
 |
| **Decryption and Re-encryption of proposals** | * 1. After the closing time for submission of proposals, Consultants shall decrypt and re-encrypt their proposals within the time schedule provided hereunder:

**Start Date and Time** (Mauritian): *[insert day, month, year and time i.e. 15 June, 2001 15 00 hr]***End Date and Time** (Mauritian): *insert day, month, year and time i.e. 17 June, 2001 15 00 hr]* |
| **Opening of Technical Proposals** | * 1. The Client’s Bid Opening Committee shall conduct the opening of the Technical Proposals online in the presence of the shortlisted Consultants’ authorized representatives who choose to attend. Th
	2. The opening date, time and the address are stated hereunder:

**Online** **Bid Opening** Start Date and Time (Mauritian): *[insert day, month, year and time i.e. 17 June, 2001 16 00 hr]*End Date and Time (Mauritian): *[* *insert day, month, year and time i.e. 17 June, 2001 17 00 hr]*Address: ……………. (public body to customise)* 1. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
 |
| **Proposals Evaluation** | * 1. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
 |
| **Evaluation of Technical Proposals** | * 1. The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified hereunder:

 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:*[Sample for guidance- which public body may customise by reviewing the criteria and marking allocations to meet their specific requirements]*

|  |  |
| --- | --- |
|  | Points |
| 1. Experience of the Consultant relevant to the Assignment:
 | *[0 - 10]* |
| 1. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs).
 | *[20 - 50]* |
| 1. Key Experts’ qualifications and competence for the Assignment:
 | *[30 – 60]* |
| 1. Transfer of knowledge (training) program (relevance of approach)
 | *[0 - 10]* |
| 1. Participation by nationals among proposed Key Experts
 | *[0 - 10]* |
| Total points for the five criteria*:* | 100 |

The minimum technical score (St) required to pass is*: [insert number]* *[The indicative range is 70 to 85 on a scale of 1 to 100]*The relativity between Technical Score (St) and Financial score (Sf) for QCBS is between 70 /80: 30/20Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score. |
| **Public Opening of Financial** **Proposals (for QCBS, FBS, and LCS methods)** | * 1. 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.
	2. The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
1. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
2. provide information relating to the Consultant’s overall technical score;
3. their Financial Proposal will be opened at the public opening of Financial Proposals; and
4. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
	1. The date for opening of the financial proposal may be set immediately after the notification of the results of the technical evaluation. The Financial Proposals shall be opened publicly by the Client’s Bid Opening Committee online in the presence of the representatives of the Consultants and anyone else who chooses to attend. At the opening, the names of the Consultants, and the overall technical scores shall be read out. These Financial Proposals shall be then opened, and the total prices read out and recorded.
 |
| **Correction of Errors** | * 1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
 |
|  | * 1. For a Lump-Sum contract, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, inclusive of taxes except for VAT on the consulting fees understood as per ITC 17, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.
 |
| **Taxes** | * 1. The Client’s evaluation of the Consultant’s Financial Proposal shall include taxes and duties in the Client’s country.
 |
| **Conversion to Single Currency** | * 1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange of the Bank of Mauritius prevailing on the closing date for submission of proposal.
 |
| **Combined Quality and Cost Evaluation** |  |
| * 1. **Quality and Cost-Based Selection (QCBS)**
 | * 1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions above. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
 |
| **b. Fixed-Budget Selection (FBS)** | * 1. In the case of FBS, those Proposals that exceed the budget indicated in ITC 15.1.3 shall be rejected.
	2. The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
 |
| **c. Least-Cost Selection** | * 1. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
 |
| D. Negotiations and Award |
| **Negotiations** | * 1. The negotiations will be held with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.
 |
|  | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
	2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
 |
| **b. Technical Negotiations** | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
 |
| **c. Financial Negotiations** | * 1. The negotiations include the clarification of the Consultant’s tax liability in Mauritius and how it should be reflected in the Contract.
	2. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated except in the event that there is only one responsive bidder whose evaluated fee substantially exceeds the estimated cost and a re-bid exercise is not considered practical, such fee may be exceptionally negotiated.
 |
| **Conclusion of Negotiations** | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.
	2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
 |
| **Notice of Award** | * 1. After successful negotiation the client shall issue an award of contract to the selected Consultant and notify the other unsuccessful consultants of the award simultaneously indicating:
		1. the name and address of the Consultant with whom the client successfully negotiated a contract;
		2. the contract price of the successful Proposal;
		3. the names of all Consultants who submitted their Proposals; and
		4. the final combined scores and the final ranking of the Consultants.
 |
| **Award of Contract** | * 1. Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal *(*[*publicprocurement.govmu*](http://publicprocurement.gov.mu)*.org)* and the Client’s website, the results of the RFP process identifying the:
		+ 1. name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment;
	2. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
	3. The Consultant is expected to commence the assignment on the date and at the location specified in ITC 2.2.
 |
| **Debriefing by the Client** | * 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.
 |

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# Section 3. Technical Proposal - Standard Forms

###### Form TECH-1

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

1. We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal.
2. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.
3. {If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

1. We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procurement Policy Office of Mauritius.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 13.1.

(c) We have no conflict of interest in accordance with ITC 5.

(d) We meet the eligibility requirements as stated in ITC 4, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to Fraud and Corruption as per ITC 6*.*

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Republic of Mauritius.

1. 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:
	* + 1. 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;
			2. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process; and
			3. 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.

1. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
2. We understand that the Client is not bound to accept any Proposal that the Client receives.

 We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company’s name or JV’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

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

##

Form TECH-2

**Consultant’s Organization and Experience**

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant or freelance Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts or freelance Consultant and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization or Freelance Consultant**

1. Provide here a brief description of your background or background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership in case of a company.

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last *[*.....*]* years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company/freelance Consultant or was one of the joint venture members. Assignments completed by the Consultant’s freelance experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value (in US$ equivalent)/ Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| {e.g., Jan.2009– Apr.2010} | {e.g., “Improvement quality of...............”: designed master plan for rationalization of ........; } | {e.g., Ministry of ......, country} | {e.g., US$1 mill/US$0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
|  |  |  |  |  |
| {e.g., Jan-May 2008} | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on..............} | {e.g., municipality of........., country} | {e.g., US$0.2 mil/US$0.2 mil} | {e.g., sole Consultant} |
|  |  |  |  |  |

Form TECH-3

**Description of Approach, Methodology, and Work Plan for Performing the Assignment**

Form TECH-3: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

*a)* ***Technical Approach, Methodology, and Organization of the Consultant’s team****.* {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. **Please do not repeat/copy the TORs in here**.}

*b)* ***Work Plan and Staffing***. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative 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 and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

*c)* ***Comments (on the TOR and on counterpart staff and facilities)***

 {Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-4

**Work Schedule and planning for deliverables**

|  |  |  |
| --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection  |   |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
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1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

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

3. Include a legend, if necessary, to help read the chart.

**Form TECH-5**

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |
| --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | **Total time-input** **(in Months)** |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
| **NON-KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** |  |  |  |

For Key Experts, the input should be indicated individually for the same positions

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:**  | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country**  | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…For references: Tel…………/e-mail……; Mr. Hbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:**  | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| **{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)** |  |
|  |  |
|  |  |

 **Expert’s contact information:** (e-mail …………………., phone……………)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

 {day/month/year}

Name of Expert Signature Date

 {day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

# Section 4. Financial Proposal - Standard Forms

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

* 1. We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.
	2. Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, inclusive of all direct and indirect taxes except VAT on remunerations.. *{Please note that the amount shall be the same as in Form FIN-2}.*
	3. Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in Instructions to Consultants.
	4. Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

 Name and Address Amount and Purpose of Commission

 of Agents Currency or Gratuity

 *{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}*

* 1. 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:

In the capacity of:

Address:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form FIN-2 Summary of Costs**

|  |  |
| --- | --- |
| Item | **Cost** |
| {Consultant must state the proposed Costs in accordance with ITC **17.4**; delete columns which are not used} |
| {*Insert Foreign Currency # 1*} | {*Insert Foreign Currency # 2, if used*} | {*Insert Foreign Currency # 3, if used*} | {*Insert* *Local Currency, if used and/or required (ITC 17.4* } |
| **Cost of the Financial Proposal**  |  |  |  |  |
| Including: |  |  |  |  |
| (1) **Remuneration (total from Form-FIN 3** |  |  |  |  |
| (2)**Reimbursables (total from Form – FIN 4)** |  |  |  |  |
| **Total Cost of the Financial Proposal:**{Should match the amount in Form FIN-1} |  |  |  |  |
|  |

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 17.4).**

FORM FIN-3 Breakdown of Remuneration

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

|  |
| --- |
| **A. Remuneration**  |
| **No.** | **Name** | **Position (as in TECH-6)** | **Person-month Remuneration Rate** | **Time Input in Person/Month**(from TECH-6) | {*Currency # 1- as in FIN-2*} | {*Currency # 2- as in FIN-2}* | *{Currency# 3- as in FIN-2*} | {*Local Currency- as in FIN-2}* |
|  | **Key Experts** |  |  |  |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |  |  |  |
|  | [*Field*] |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |
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|  | **Non-Key Experts**  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |
| N-2 | [*Field*] |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | Total Costs |  |  |  |  |

**Form FIN-4 Breakdown of Reimbursable Expenses**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract 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

|  |
| --- |
| **B. Reimbursable Expenses**  |
| **N°** | **Type of Reimbursable Expenses** | **Unit** | **Unit Cost** | **Quantity** | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
|  | {e.g., Per diem allowances\*\*} | {Day} |  |  |  |  |  |  |
|  | {e.g., International flights} | {Ticket} |  |  |  |  |  |  |
|  | {e.g., In/out airport transportation}  | {Trip} |  |  |  |  |  |  |
|  | {e.g., Communication costs between Insert place and Insert place} |  |  |  |  |  |  |  |
|  | { e.g., reproduction of reports} |  |  |  |  |  |  |  |
|  | {e.g., Office rent} |  |  |  |  |  |  |  |
|  | .................................... |  |  |  |  |  |  |  |
|  | {Training of the Client’s personnel – if required in TOR} |  |  |  |  |  |  |  |
|  Total Costs |  |  |  |  |

Legend*:*

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

# Section 5. Terms of Reference

***[Sample outline:***

***1. Background \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***2. Objective(s) of the Assignment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***3. Scope of Services, Tasks (Components) and Expected Deliverables***

*3.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *3.2 [indicate if downstream work is required]*

 *3.3 [indicate if training is a specific component of the assignment]*

*3.4* ***[Note to Client: the scope of services of the consultant for civil works supervision should reflect the tasks of the ESHS Key Expert/s, e.g.*** *Evaluate design change and/or value engineering proposals against appropriate criteria, to ensure environmental, social and health and safety risks and impacts are given due consideration.]*

***4. Team Composition &Qualification Requirements for the Key Experts (and any other***

***requirements which will be used for evaluating the Key Experts)***

***[Note to Client: for supervising civil works contracts:*** *For supervision of civil works Key Expert/s with sufficient qualifications and experience to provide Environment, Social, Health and Safety [ESHS] oversight shall be required.]*

***5. Reporting Requirements and Time Schedule for Deliverables***

*At a minimum, list the following:*

*(a) format, frequency, and contents of reports;*

*(b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*

*(c) dates of submission;*

*(d) persons (indicate names, titles, submission address) to receive them; etc.*

*If no reports are to be submitted, state here “Not applicable.”]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Client shall be added: “Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”]*

***6. Client’s Input and Counterpart Personnel***

*(a) Services, facilities and property to be made available to the Consultant by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

*(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

#

#

# Section 6. Standard Forms of Contract

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

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**SMALL ASSIGNMENTS**

**LUMP-SUM PAYMENTS**

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

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address[[1]](#footnote-1)].*

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).(ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.” |
| **2. Term** | The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Ceiling For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.B. Schedule of Payments The schedule of payments is specified below[[2]](#footnote-2):*[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]*C. Payment Conditions Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.Payments shall be made to Consultant’s bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]* |
| **4. Project Administration** | A. Coordinator. The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.B. Reports.  The reports listed in Annex C, “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3. |
| **5. Performance Standards****6. Inspections and Auditing** | 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.The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures. |
| **7. Confidentiality** | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| **8. Ownership of Material** | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software[[3]](#footnote-3). |
| **9. Consultant Not to be Engaged in Certain Activities** | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project |
| **10. Insurance** | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| **11. Assignment** | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. |
| **12. Law Governing Contract and Language** | The Contract shall be governed by the laws of Mauritius, and the language of the Contract shall be *English.* |
| **13. Dispute Resolution[[4]](#footnote-4)** | Any dispute arising out of the 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 commits a material breach or fails to remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;(b) If the Consultant becomes insolvent or bankrupt;(c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.(d) For its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest. Upon such a termination, the contractor will be entitled to reimbursement of expenses incurred in the performance of the contract, but will not be entitled to recover anticipated profits on the completion of the contract. |
| **15. Integrity Clause** | The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant. |

 FOR THE CLIENT FOR THE CONSULTANT

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

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

1. Avoid use of *“P.O. Box” address* [↑](#footnote-ref-1)
2. Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank/insurance guarantee for the same amount. [↑](#footnote-ref-2)
3. Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8. [↑](#footnote-ref-3)
4. In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.” [↑](#footnote-ref-4)