

OPEN UNIVERSITY OF MAURITIUS

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Invitation for proposals through Open Advertised Bidding

Issued on: 4 September 2026

for

Selection of Consultant

**PROJECT MANAGEMENT CONSULTANT (PMC) FOR THE
CONSTRUCTION OF A NEW UNIVERSITY CAMPUS AT
MINISSY, REDUIT**

Procurement Reference No: OU/OAB(RFP)/1/26-27

Client: OPEN UNIVERSITY OF MAURITIUS

**Open University of Mauritius
REDUIT**

4 September 2026

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Section 1. Letter of Invitation

Procurement Reference N°: OU/OAB(RFP)/1/26-27

Date: 4 September 2026

OPEN UNIVERSITY OF MAURITIUS, RÉDUIT

Dear Sir/Madam

1. The Open University of Mauritius invites proposals to provide the following consulting services: **Project Management Consultant (PMC) for the Construction of a New University Campus at Minissy, Réduit**. More details on the services are provided in the Terms of Reference.
2. A Consultant will be selected under [*Quality and Cost Based Selection (QCBS) method*] and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Mauritius.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
 - Checklist to be filled by Bidders
4.
 - (a) In accordance with Construction Industry Authority Act 2023, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector has the statutory obligation to be registered with the Construction Industry Authority (CIA), as appropriate (not applicable for Individual Independent Consultant), prior to bidding for the project.
 - (b) Consultants are strongly advised to consult the website of the CIA (ciamauritius.org) for further details concerning registration of consultants.

Yours sincerely,

Dr Dinesh Surroop
Director-General

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) “Client” means the Public Body with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Mauritius.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client.
- (i) “PPO” means the Procurement Policy Office of Mauritius
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Mauritius; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Mauritius.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants following shortlisting and includes inviting proposals through Open Advertised Bidding method.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.

- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 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 required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 The Government of the Republic of Mauritius requires that Consultants provide professional, objective, and impartial advice and at all times hold the client’s interest’s 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 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 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 such situations may lead to the Consultant's disqualification 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.¹ In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially the Client’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its 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.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

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

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

- (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^{6b}, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.
- 1.7.2 Consultants and public officials shall also be 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.
- 1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.7.4 The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Clients obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

^{6b} 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.

Eligibility

NOTE: *Should any adverse media reports or similar information be identified during the Client's internal compliance review, at any stage prior to selection, the Client reserves the right, at its sole discretion, to disqualify the Interested Party from further consideration. The Client shall not be required to provide any reasons for such decision and shall not be liable for any loss, damage, or costs arising as a result.*

1.8 Consultants participating in this selection process shall ascertain that they satisfy the eligibility criteria mentioned hereunder.

1.8.1 (a) Consultants providing services in the field of Architecture, Civil Engineering, Mechanical Engineering, Electrical Engineering, Project Management in construction and Quantity surveying in the construction sector in Mauritius have to be duly registered with the relevant authorities.

(b) Consultants are strongly advised to consult the website of the CIA 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.

(e) The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to participate in this selection process unless otherwise stated in the Data Sheet.

- | | | |
|--|------|---|
| Eligibility of Sub-Consultants | 1.9 | In case a Consultant intends to associate with other Consultants who have not been retained and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client. |
| Origin of Goods and Consulting Services | 1.10 | <p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> (i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that country. |
| Only one Proposal | 1.11 | Interested 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 an extension shall confirm that they will maintain the availability of the Professional staff nominated in the Proposal, or, in confirming the extension of the Proposal's validity, Consultants may submit replacement staff, who will be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |

- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals**
- 3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.
- (b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies.
- In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

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

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

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

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

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

**Technical
Proposal Format
and Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the

outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so, requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and

suggestions, if any, on Terms of Reference and counterpart staff and facilities.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

**Financial
Proposals**

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) staff remuneration (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will indicate the contact details of the Mauritius Revenue Authority in the Data Sheet to facilitate the Consultant from obtaining the relevant information in this respect. The Client shall also provide information in respect of taxes deductible at source if any on the fees payable to the Consultant.

- 3.8 Consultants, other than Mauritian nationals, may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in Mauritian Rupees if so indicated in the **Data Sheet**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the **Data Sheet***]”. The Client shall not be responsible for misplacement, loss or

premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

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

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The Evaluation Committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS,

5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that

and LCS)

their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. A copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Mauritian Rupees using the selling rates of exchange issued by the Bank of Mauritius, prevailing on the deadline for submission of proposals.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para.

5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Republic of Mauritius, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates except in the event that there is only one responsive bidder whose evaluated rates substantially exceed the estimated cost and a re-bid exercise is not considered practical, such rates may be exceptionally negotiated. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations

unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff was offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- | | | |
|---------------------------------------|-----|---|
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation. |
| | 7.2 | For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other shortlisted consultants of its decision. |
| | 7.3 | For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award. |
| | 7.4 | In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant |
| | 7.5 | Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Client's website, the results of the RFP process identifying the: <ul style="list-style-type: none"> (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and (ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2. |
| | 7.6 | After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. |

- 7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's anti-fraud and corruption policy.
- 9. Debriefing** 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful consultants are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.

Instructions to Consultants – Data Sheet

Paragraph Reference	
1.1	Name of the Client: Open University of Mauritius Method of selection: Quality and Cost Based Selection (QCBS) method
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes, in separate envelope Name of the assignment is: PROJECT MANAGEMENT CONSULTANT (PMC) FOR THE CONSTRUCTION OF A NEW UNIVERSITY CAMPUS AT MINISSY, REDUIT
1.3	A pre-proposal conference will be held: Yes ☒ No ☐ The pre-proposal conference will be held on: Friday 18th September 2026 at 13h00 in the Lecture Theatre of the Open University of Mauritius at Réduit. The Client's representative is: The Director General, Open University of Mauritius Address: Réduit Telephone: 403 8200 Facsimile: 464 8854 E-mail: confidential@open.ac.mu
1.4	The Client will provide the following inputs and facilities: The Client shall provide to the Consultant all available, data and information with respect to the University campus project. The Client shall also give his decisions on matters referred to him by the Consultant in such reasonable time as not to delay or disrupt the performance of the services under this contract. In the case of meetings and workshops with stakeholders, the Client will provide the venue and necessary assistance. However, the Consultant will have to organise the meeting and workshops.

1.6.1	The Client envisages the need for continuity for downstream work: Yes ___No <u>✓</u>
1.12	Proposals must remain valid one hundred and twenty (120) days after the submission date.
1.8.1	The Client shall not consider a proposal from a Consultant which do not satisfy the registration requirements as spelt out in this clause. Bidders should submit a valid copy of CIA Certificate (<i>not applicable to Individual Independent Consultant</i>)
2.1	Clarifications may be requested not later than fourteen (14) days before the submission date. The address for requesting clarifications is: The Director-General Through Secretary, Departmental Bid Committee Quoting Ref: OU/OAB(RFP)/1/26-27 Address: 3rd Floor, North Wing Building, Open University of Mauritius, Réduit 80835 Telephone: 403 8200 Facsimile: 464 8854 E-mail: <u>confidential@open.ac.mu</u>
3.4	The format of the Full Technical Proposal to be submitted is: FTP <u>✓</u> ,
3.4 (g)	Training is a specific component of this assignment: NO
3.6	The Consultant shall include the items mentioned hereunder in its Lumpsum price. (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys;

	(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.
3.7	The contact details are: 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
3.8	Consultant to state local cost in Mauritian Rupees.
4.2	No written evidence is required.
4.3	Consultant must submit the original and two (2) copies of the Technical Proposal, and the original of the Financial Proposal (Clearly Marked: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”)
4.5	The Proposal submission address is: The Chairperson Departmental Bid Committee Open University of Mauritius REDUIT Floor-Room number: 3rd Floor, North Wing Building City: Rédut 80835 Country: Republic of Mauritius Proposals must be submitted not later than the following date and time: Date: Monday 5th October 2026

	Time: 13.30 hours (at latest) Local Time The Proposals shall be deposited in the Bid Box: 3rd Floor, North Wing Building, Open University of Mauritius, Réduit. - If the size of the envelope makes it impossible to be placed in the bid box such envelope shall be handed over to the Officer-in-Charge of the Confidential Registry, 3rd floor, Open University of Mauritius, Réduit. - The outer envelope shall bear the submission address and reference number and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 13.30HRS ON 5 OCTOBER 2026” Electronic bids will not be accepted																												
5.2	Evaluation of Technical Proposals: Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: <table> <thead> <tr> <th></th><th><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant and Sub-Consultants relevant to the assignment:</td><td>20</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td>12</td></tr> <tr> <td> b) Work plan</td><td>6</td></tr> <tr> <td> c) Organization and staffing</td><td>7</td></tr> <tr> <td>Total points for criterion (ii):</td><td>25</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Team Leader / Lead Project Manager</td><td>20</td></tr> <tr> <td> b) Project manager for pre-contract services</td><td>15</td></tr> <tr> <td> c) Project Manager for post- contract services</td><td>15</td></tr> <tr> <td> d) Supporting Staff (Clerk of works / Technician, etc)</td><td>5</td></tr> <tr> <td>Total points for criterion (iii):</td><td>55</td></tr> <tr> <td>Total points for the three criteria:</td><td>100</td></tr> </tbody> </table> The minimum technical score St required to pass is: Minimum of 50% score in each criteria / sub-criteria; and 80 Points overall.		<u>Points</u>	(i) Specific experience of the Consultant and Sub-Consultants relevant to the assignment:	20	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	12	b) Work plan	6	c) Organization and staffing	7	Total points for criterion (ii):	25	(iii) Key professional staff qualifications and competence for the assignment:		a) Team Leader / Lead Project Manager	20	b) Project manager for pre-contract services	15	c) Project Manager for post- contract services	15	d) Supporting Staff (Clerk of works / Technician, etc)	5	Total points for criterion (iii):	55	Total points for the three criteria:	100
	<u>Points</u>																												
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Total points for criterion (iii):	55																												
Total points for the three criteria:	100																												
5.7	The formula for determining the financial scores is the following:																												

	$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.8$ and $P = 0.2$
6.1	Expected date and address for contract negotiations: During Second or third month after submission of Proposals at 3 rd Floor, Open University of Mauritius premises, Réduit
7.7	Expected date for commencement of consulting services To be mutually agreed by the client and the consultant.

Section 3. Technical Proposal - Standard Forms

Form TECH-1: Technical Proposal Submission Form

[Date]

To: **The Director- General**
Through, Secretary Departmental Bid Committee
3rd Floor, North Wing Building, Open University of Mauritius
REDUIT

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for Project Management Consultant for the Construction of a New University Campus at Minissy, Réduit Contract No. OU/OAB(RFP)/1/26-27 in accordance with your Invitation for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.
- (b) We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*²
- (c) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (d) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (e) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.7 of the Data Sheet.
- (f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described herein during the bidding process and contract execution:
 - (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial

benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (ii) We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (g) We understand that Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation and that you are not bound to accept any proposal, and you reserve the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability towards the Consultants or any party whatsoever.
- (h) We understand that the Client reserves the right to accept or reject any proposal, do part or split the procurement at any point in time prior to the award of the contract, to award the contract only for specific phases and not to proceed with other phases, select none or only a few of the additional deliverables proposed, annul the procurement process and reject all proposals, without thereby incurring (i) any liability towards any bidder or any party whatsoever, or (ii) any obligation to inform any bidder, about the grounds of such action..

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (around two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro or MUR equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro or MUR equivalent):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

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

A - On the Terms of Reference

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

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

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____

2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____

4. **Date of Birth:** _____ **Nationality:** _____

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

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

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

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

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

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

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Date: _____
Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
										Subtotal								
Local																		
1		[Home]																
		[Field]																
2																		
n																		
										Subtotal								
										Total								

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input

Form TECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your *Request for Proposal/Invitation for Proposal* [delete as appropriate] dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lumpsum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the local taxes except VAT.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.
- (c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

- (d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- 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.
 - We shall not enter with other applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Costs

Item	Costs			
	<i>[Indicate Foreign Currency # 1]¹</i>	<i>[Indicate Foreign Currency # 2]¹</i>	<i>[Indicate Foreign Currency # 3]¹</i>	<i>[Indicate Mauritian Rupees</i>
Total Costs of Financial Proposal ²				

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]</i> ⁴	<i>[Indicate Foreign Currency # 2]</i> ⁴	<i>[Indicate Foreign Currency # 3]</i> ⁴	<i>[Indicate Mauritian Rupees]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Lumpsum)

(This Form FIN-4 shall only be used when the Lumpsum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

[illegible]

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

Form FIN-5: Breakdown of Reimbursable Expenses (Lumpsum)

(This Form FIN-5 shall only be used when the Lumpsum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) **Bonus**
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) **Social Costs**
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor

is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^{71} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments should be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs.

⁷¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable for the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section 5. Terms of Reference

1. Introduction

The Open University of Mauritius is a body corporate set up under the Open University of Mauritius Act 2010. The Mauritius College of the Air, which was established in 1971, integrated the Open University of Mauritius in July 2012.

As per the OU Act No. 2 of 2010, the objects of the Open University of Mauritius are to:

- a) advance and disseminate learning and knowledge through a diversity of means, with emphasis on information and communication technologies;
- b) provide wider opportunities for education and training to the population, through open and distance learning, and promote lifelong learning;
- c) encourage the use of open and distance learning at all levels of education and training through collaboration, optimal use of existing resources and good practices;
- d) encourage and promote scholarships and conduct research and development in educational technology and related matters; and
- e) be the focal point for the provision of open and distance learning in Mauritius through the establishment of active partnerships with local public and private institutions, as well as overseas institutions engaged in providing education and training

The Open University of Mauritius (OU) intends to develop a new campus on a portion of state land at Minissy, Réduit to the extent of 5A87p, vested in the Ministry of Tertiary Education, Science and Research within the Data Technology Park at Cote D'Or.

The project will comprise the following:

- An Academic Block with basement, ground plus three floors of approximate floor area of 10,000 sqm to include lecturing facilities, library, meeting rooms, office, parking facilities in the basement, and a cafeteria;
- A Technical Block of approximate floor area of 150 sqm Block and
- Site works, parking, drainage installation, landscaping and other amenities to operate the facilities under the first phase.

The Open University of Mauritius shall use its own funds for the construction of its new campus. It should also be noted that Geotechnical survey and Topographical survey of the plot of land have already been carried out.

The Open University of Mauritius (OU) intends to appoint a Project Management Consultant for the development of both phases of the new campus at Minissy, Réduit to target the construction of the Academic Block by the end of 2029.

Thereafter, the arrangements proposed to develop the new university campus will be as follows:

1. The services of a Global Consultancy team will be procured for the design; and
2. Construction of the amenities will be undertaken after the appointment of the construction contractor.

2. Background

The vision of the Open University of Mauritius is to be among the best open universities in the world and its mission is to use technology and a flexible mode of teaching to serve society, transform lives, and provide high-quality education, lifelong learning, and training accessible to everyone while promoting excellence in research.

The Open University of Mauritius has its head office at Réduit and it is using the ex-MBC building since 2012 as its campus. However, with the exponentially increasing student enrolment, the need for an appropriate campus offering a conducive learning environment and state-of-the-art facilities is being felt more and more.

OU has thus been planning to build a proper campus in its aim to provide the best learning environment to its learners.

As per Objective 13.4 of the Strategic Plan 2017-2025, OU has envisaged “Develop the building infrastructure”.

The main actions under Objective 13.4 of the Strategic Plan 2017-2025 are listed below:

- Develop a space management strategy
- Repair and maintain the ex-MBC building
- Build a new and smart building
- Ensure that all buildings have wireless networks as well as all the amenities
- Develop collaborative spaces, inside and outside of the classroom to enhance group dynamics, teamwork over a space of 5000 sqm for learners, and coordinated research
- Ensure that all our buildings and study centers are connected digitally
- Ensure proper maintenance of the buildings

OU’s 2024 Campus Plan is appropriately sensitive to the OU’s “distinctive sense of place.” Its ultimate value, however, will reside in its capacity to promote the activities that define OU’s mission.

Principles Underpinning The 2024 Campus Plan

The development and implementation of the 2024 Campus Plan is based on the following key principles:

- **Provide an integrated environment for teaching, learning and research:**
The campus planning framework will identify a range of indoor and outdoor spaces and infrastructure to support formal and informal discovery and learning in a holistic, dynamic and integrated setting. It will support a culture of curiosity, contemplation, creativity and innovation, and it will encourage interchange through planned events both large and small, and serendipitous encounters of various kinds. It will prioritize the spaces and facilities that best support today’s requirements while maintaining maximum flexibility to respond to emergent requirements in the future.

- **Enhance the campus's distinctive sense of place:**
OU's buildings and landscapes create a unique and inspiring setting that is integral to the campus experience. The campus planning framework will preserve and enhance this special character by promoting human scale, spatial cohesion and walkability. It will encourage the continuing creation and renewal of spaces that are beautiful, functional and enduring.

- **Foster a setting that is welcoming and supportive and encourages positive interaction and exchange:**
The campus planning framework will support OU's deeply held commitment to bring together people from all backgrounds and circumstances to learn, collaborate, engage and share experiences. The campus's physical design, facilities and amenities will clearly signal that the campus has been planned to be broadly welcoming, supportive and accessible. It will provide a setting that encourages meaningful engagement among students, faculty, staff, alumni, community members, and other academic, governmental, non- profit, and private sector partners, locally and globally. It will cater for the movement of disabled persons.

- **Create a climate that encourages thoughtful and creative approaches to sustainability:**
The campus planning framework will support the University's goal of playing a leadership role in achieving sustainability and will embed sustainability as an integral part of the University's development and operations.

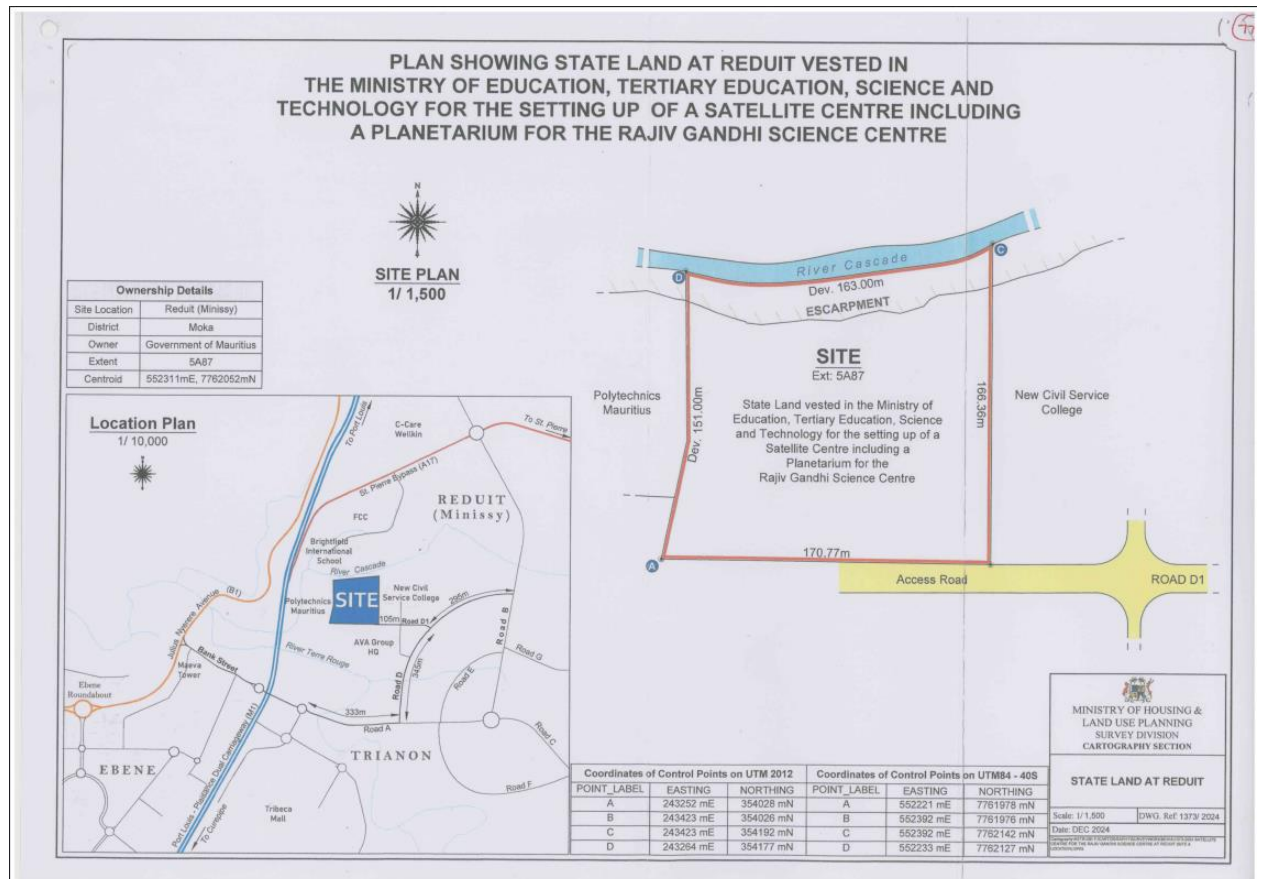
The campus will be designed to ensure a reliably high standard of service and resilience across all facilities, infrastructure and systems, even in the context of changing climatic, social and economic conditions.

- **Serve communities that extend beyond the campus.**
OU's campus will continue to respect and strive to achieve mutually supportive relationships with neighbouring communities, and its future development will be sensitive to the broader community and regional context. The campus planning framework will also emphasize the University's continuing stewardship of physical, intellectual and cultural resources that are of importance to the wider scholarly and educational community.

3. Project Site

The plot of land of extent 24,771 m² (5.87 arpents), which has been vested for the construction of the new OU Campus, is situated in Minissy, Réduit, within the Data Technology Park at Cote D'Or as per the enclosed site plan in **Figure 1** below.

Figure 1



4. The New University Campus at Minissy, Réduit

4.1 Project Background

The implementation of this project is characterised by the following considerations:

- The OU student population has constantly been increasing over the last 13 years and by its tenth anniversary in August 2026, it has reached around 13,000;
- OU does not have a proper campus for its large student population, and it has to imperatively build its new campus within the next two years to address the needs of its learners;

- c. OU also intends to register international students and unless it has the proper infrastructural facilities, it cannot achieve its internationalisation aims and objectives set in its Strategic Plan so that it can contribute even better to the Government goal in establishing Mauritius as an Education Hub; and
- d. The new OU Campus shall be an integral part of the Education Village of the Ministry of Education, Tertiary Education, Science and Technology

The main objectives of this new OU Campus at Minissy, Réduit will be to:

- i. Provide a state-of-the-art campus for delivery of courses through appropriate infrastructure and training facilities.
- ii. Help in the transformation of Mauritius into an Education Hub.
- iii. Set up a regional Centre of Excellence in distance education.
- iv. Attract more international learners so that Education can become a new pillar of the economy.

4.2 Component of the New Campus and its associated site works

The Project for the construction of the new Campus of the Open University of Mauritius had already been approved by the Government since 2021 and is listed under the Public Sector Investment Programme for the year 2024/25 to 2026/2027 (at Section A.2.2 of the programme).

The project will comprise the following:

- (a) An Academic Block with basement, ground plus three floors of approximate floor area of 10,000 sqm;
- (b) A Technical Block of approximate floor area of 150 sqm Block; and
- (c) Site works, parking, drainage installation, landscaping and other amenities to operate the facilities under the first phase.

5. Scope of the Services for Project Manager

The Project Manager shall be required to provide its services under this “**Project Management Consultant (PMC) for the Construction of a new Campus at Minissy, Réduit – OU/OAB(RFP)/1/26-27**”, from the preliminary to the post construction stage including the appointment of a Global Consultant with the Architect as the lead.

The scope of services would encompass an extensive array of responsibilities to ensure the project's excellence from inception through to completion. The project manager must exhibit proficiency in project planning, execution, monitoring, and closure, with a pronounced focus on innovation, sustainability, and efficiency.

The scope of services of the Project Manager shall include, wherever applicable, but not limited to the following:

5.1 General Scope

- Attend Client, design, project, construction and other meetings.
- Establish a structure and procedure for project, design, construction and other meetings including frequency, function, required attendees, chairperson and responsibility for recording of meetings and circulating reports and other information.
- Convene and chair all project meetings.
- Prepare and maintain a project execution plan in the form of a project handbook, identifying the roles and responsibilities of the Client, Global Consultant and construction Contractor and specialist Sub-Contractors and Suppliers.
- Establish review, approval, variation and reporting procedures. The project handbook shall include:
 - A. Administrative structure and procedures for the project implementation and define the responsibilities and duties of all parties.
 - B. Procedures for issuing instructions, drawings, certificates, schedules, valuations, approvals, preparation and submission of relevant documents and registers.
 - C. Requirements from the preparation (initiation) stage up to the post-construction and final handing over stage.
 - D. Contract administration, cost control and reporting procedures, claims entitlement, design coordination, indemnities, insurances and warranties, selection and appointment of Contractors, tendering process, quality assurance, meetings and reporting, testing and commissioning, handing over procedures, etc.

Based on the specific needs of the project, the project handbook may be subject to amendments during the project implementation stage.

- Issue instructions, on behalf of the Client, to Global Consultant and construction Contractor or in accordance with the terms of reference and building contracts.
- Agree project reporting and recording procedures with the Client, Global Consultant and construction Contractor. Implement agreed procedures.
- Agree financial and progress reporting procedures with the Client, Global Consultant and construction Contractor. Implement agreed procedures.
- Monitor the performance of Global Consultant and construction Contractor and submit reports to the Client.
- Liaise with Global Consultant, prepare and maintain the program for the design, procurement and construction of the project. Monitor actual against planned progress and submit reports to the Client on a fortnightly basis.
- Liaise with Global Consultant and prepare regular/monthly quality, progress and cost reports. Advise the Client of any decisions that need to be made and obtain authorisation.
- Check applications for payment from Global Consultant. Recommend payments to the Client.
- Check other invoices related to the project. Recommend payments to the Client.
- Liaise with Global Consultant, arrange for the preparation and maintenance of cash flow

forecasts and other expenditure monitoring statements on the project.

- Provide services including advice and reports in connection with insurance claims.
- Facilitate, set up and manage early warning and risk reduction meetings.
- Provide services for a two-stage tendering process.
- Provide specialist procedural advice to comply with prevailing Regulations and/or other Legislation.
- Obtain advice on project sustainability.
- Provide specialist project management advice on the interpretation of contracts and contractual clauses.
- Advise on the Contractor's entitlement to extensions of time. Analyse and report on the Contractor's application(s) for extension of time. Prepare recommendations for the Client's approval.
- Advise on the cost, contractual and program consequences arising from an acceleration instruction.
- Advise on the Contractor's entitlement to loss and expense. Analyse and report on the Contractor's loss and expense claim(s). Prepare recommendations for the Client's approval.
- Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
- Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.
- Prepare reports and presentations for the Board or Committees of the Client as may be requested by the Client.
- Attend Board meetings or Committee meetings of the Client for presentations as may be requested by the Client.

Deliverables

- Notes of meeting
- Project handbook
- Report on performance of Consultants and Contractors
- Quality, progress and cost reports
- Recordings of instructions issued to Global Consultant
- Report on actual and planned progress
- Report on authorisation obtained from authorities
- Report on certification of payment from Global Consultant and contractor
- Cash flow forecasts and other expenditure monitoring statements on project
- Report on project sustainability
- Report on life-cycle cost studies and estimates of annual running costs.
- Report on the Contractor's loss and expense claim(s)
- Report on the Contractor's application(s) for extension of time
- Documentation to support mediation proceedings
- Preparation of arbitration and litigation proceedings
- Reports and Presentations for the Board or Committees of the Client

5.2 Initial Stage

- Prepare terms of reference and full bid documents based on appropriate industry standards and conditions of contract for the appointment of Global Consultant with the Architect as lead and Structural Engineer, M&E Engineer and Quantity Surveyor as sub-consultants for the project. Include preparation and submission of detailed 3D visualisations as part of the Architect's deliverables, including provisions for revisions and updates to the 3D models/renderings to incorporate Client's feedback and requirements.
- Submit necessary documentation and liaise with relevant Authorities including Real Estate Agent Authority, EDB, etc for approval.
- Submit required documents and liaise with Cote D'Or Data Technology Park Ltd for approval.
- Form part of the Bid evaluation process and assemble a panel of experts to evaluate submissions, ensuring fairness and transparency.
- Incorporate principles of sustainable design and innovative construction techniques into the final plans.
- Plan for the integration of AI, IoT and smart devices, enhancing functionality and efficiency
- Prepare bid documents to invite tenders for the selection of the above-named professionals
- Form part of Bid Evaluating Committee to evaluate and make recommendations on the appointment of the different Consultants.
- Prepare letter of award and contractual agreement documents to appoint the Global Consultant for the project.
- Provide risk reports including risk assessment.

Deliverables

- Terms of Reference for Global Consultant
- Bid documents for appointment of Global Consultant
- Assist OU in the evaluation of bids for appointment of Global Consultant
- Reports and Presentations for the Board or Committees of the Client on the findings and recommendations, as may be required
- Letter of award for Global Consultant to be issued by Client
- Form of agreement documents for appointment of Global Consultant
- Updated report on professional fee
- Risk report

5.3 Preparation Stage

- Arrange for meetings with Client and Global Consultant to determine the Client's initial requirements and to develop the Client's Brief. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval taking into consideration the budget, quality of works and time required for execution. The Client's brief shall include requirements in terms of funds, space planning, services, equipment, furniture, parking slots, future fit-out works, special fittings and any other special function required.

- Establish a comprehensive budget that includes all phases from design to construction and finalization.
- Implement stringent cost control measures to ensure the project remains within budget, with regular financial assessments and projections.
- Liaise with Global Consultant and advise the Client on structural, building, measured and other surveys and site investigations including condition reports, soil reports etc.
- Liaise with Global Consultant and co-ordinate the preparation of alternative viability studies, feasibility studies, sensitivity analyses and investment appraisals.
- Advise the Client on specialist services, including Consultants, construction Contractor, sub-Contractors and suppliers required in connection with the Project.
- Liaise with Global Consultant and advise the Client of its obligations under the relevant Regulations, including Safety and Health standards
- Comply with the relevant Regulations insofar as they relate to this appointment.
- Advise the Client on the Global Consultant's professional indemnity insurance cover.
- Advise the Client on the need for permanent staff on Site
- Liaise with Global Consultant and advise the Client on statutory approvals required and fees due in respect of the project.
- Recommend payments to the Client.
- Visit the site and carry out initial inspections. Advise the Client on areas of concern.
- Advise on the best project procurement route for the project including type of conditions of contract.
- Provide a master program for the implementation of the project including sub-program for major activities and milestones, highlighting critical activities
- Provide risk reports including a preliminary risk assessment for the project.

Deliverables

- Preliminary and final client brief
- Budget for the project
- Surveys Report including site investigation, condition reports, soil reports etc
- Report on works contract required before performance of building contract
- Updated feasibility study including sensitivity analysis and other investment appraisal
- Reports and Presentations for the Board or Committees of the Client on the findings and recommendations, as may be required
- Report on any specialist services required
- Relevant regulatory document required including professional indemnity for Consultants
- Best procurement route and recommended condition of contract
- Risk report

5.4 Design Stage

- Liaise with Global Consultant and establish a structure and procedure for quality management. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- Set quality benchmarks for all project deliverables, adhering to industry standards.
- Implement rigorous quality assurance and control procedures to uphold high standards throughout the project lifecycle.
- Liaise with Global Consultant and establish a structure and procedure for cost management.
- Liaise with Global Consultant and establish a structure and procedure for program management.
- Establish the roles and responsibilities of the Client, Global Consultant, construction Contractor and specialist/design sub-Contractors.
- Liaise with Global Consultant and prepare a scheme design, or similar, report summarizing the Project design, cost, program and risk register. Prepare recommendations for the Client's approval.
- Integrate energy-efficient systems and technologies to reduce operational costs and environmental footprint, in line with the design's features (LEED/EDGE certification).
- Submit necessary documentation and liaise with relevant Authorities including Real Estate Agent Authority, EDB, etc. for approval.
- Submit required documents and liaise with Cote D'Or Data Technology Park Ltd for approval.
- Confirm the scope of the Building Contract to the Client and advise on additional works required by third parties.
- Liaise with the Global Consultant and identify any long delivery building components and systems. Prepare recommendations for the Client's approval.
- Liaise with the Global Consultant and identify specialist/proprietary building components and systems. Prepare recommendations for the Client's approval.

Deliverables

- Scheme design including project design, cost program and risk register
- Reports and Presentations for the Board or Committees of the Client on the findings, 3D designs and recommendations, as may be required
- Recommendations for Client approval
- Scope of building contract
- Report on long building delivery components
- List of specialist/component and system

5.5 Pre-construction stage

- Prepare a proactive risk management strategy. Prepare and maintain a risk register.
- Systematically identify potential risks.
- Formulate and enact strategies to mitigate identified risks, emphasizing contingency and disaster recovery planning to ensure project resilience in the face of unexpected challenges.
- Advise on tendering and contractual procurement options. Prepare recommendations for the Client's approval.
- Handle contract negotiations and manage relationships with all project vendors and partners.
- Advise on suitable bidders for the Building Contract. Prepare recommendations for the Client's approval.
- Liaise with Global Consultant and prepare a pre-construction report summarizing the project design, cost, program and risk register.
- Ensure all design works are initiated and the different bid documents for the appointment of Contractors are performed in a cost-effective and timely manner.
- Ensure that the bid documents including drawings, specifications, Bill of quantities, instructions to bidders and conditions of contracts are complete and coordinated.
- Prepare invitation for bid exercise as prescribed by the Client and respond to all queries raised by potential bidders.
- Adoption of digital tools and technologies that streamline information management and use of innovative project management tools.
- Attend pre- and post-tender interviews.
- Monitor and report to the Client on the procurement process.
- Advise on the tenderer's design and construction program and method statements.
- Liaise with Global Consultant and prepare a tender report.
- Prepare recommendations for the Client's approval.
- Conduct negotiations with tenderers following Client's approval or in the presence of the Client. Obtain documentation from the Global Consultant to confirm adjustments to the tender sum. Prepare recommendations for the Client's approval.
- Liaise with the Client and the Global Consultant and advise on methods of progressing design and/or construction works prior to the execution of the Building Contract.
- Obtain confirmation that required insurances are in place prior to commencement of works on the site.
- Submit necessary documentation and liaise with relevant Authorities including Real Estate Agent Authority, EDB, etc for approval.
- Submit required documents and liaise with Cote D'Or Data Technology Park Ltd for approval.
- Assist Client for the appointment of the different Contractors for project execution.
- Prepare letter of award and agreements for the different Contractors.

Deliverables

- Risk management strategy report and risk register
- Recommendation on contractual procurement options
- Pre-construction report
- Bid document for appointment of Construction Contractor
- Assist in bid evaluation for award of contract for Construction Contractor
- Contract documents
- Letter of award and agreement for the Construction Contractor.

5.6 Construction stage

- Agree approvals required from Global Consultant.
- Obtain authorization from the Client for additional costs where the Consultant's limit of authority is exceeded.
- Undertake regular site inspections. Obtain progress and quality reports from site staff representing the Client, Global Consultant and Construction Contractor.
- Continually assess construction progress against the project schedule and budget, implementing adjustments as needed.
- Adopt sustainable construction methods and materials to minimize environmental impact.
- Ensure direct construction activities conform to the plans, specifications, and safety norms.
- Agree with all test certificates and statutory and non-statutory approvals required from the Global Consultant and Construction Contractor. Prepare recommendations for the Client's approval.
- Carry out a value engineering exercise to ensure that the design, materials, equipment and fittings chosen are cost and quality effective and satisfy performance standards.
- Prepare recommendations for interim payments for Contractors and Global construction Consultant.
- Liaise with Client, Global Consultant and Construction Contractor and prepare and maintain a handover plan, or similar management tool, identifying the roles and responsibilities of the Client, Global Consultant and Construction Contractor: Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- Carry out risk assessments.

Deliverables

- Provide compilation of all approvals from Global Consultant for the building contract
- Complete set of all practical handing over certificate including testing and commissioning certificate of all plants and equipment
- Submission of drawings in 3 sets of hard copies and soft copies.
- Liaise with Client for all samples to be used for other project
- Report on any additional cost if any applicable

- Progress and quality report from site staff
- Updated master program
- Value engineering reports
- Reports and Presentations for the Board or Committees of the Client on the findings, progress and recommendations, as may be required
- Risk reports
- Recommendations for interim payment for Global Consultant and construction Contractor
- Hand over plan

5.7 Post Construction Stage

- Liaise with Client, Global Consultant and construction Contractor and prepare / maintain a defects liability administration plan, or similar management tool, to identify the roles and responsibilities of the Client, Global Consultant and construction Contractor. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- Facilitate agreement to the final account or similar financial statement from the parties to the Building Contract.
- Advise on the recovery of liquidated and ascertained damages.
- Compile and deliver all relevant documentation, including as-built drawings, warranties, and maintenance manuals.
- Conduct a thorough review upon project completion to assess successes, challenges, and lessons learned and their impact on the project and submit a report to the Client.
- Monitor and follow up with Global Consultant and construction Contractor for the following activities during the defects liability period: making good of all the defects, preparation of final account, assistance to the Client in the operation of the equipment installed, final snagging, final testing and commissioning, issue of final completion certificate and issue of final account.
- Submit necessary documentation and liaise with relevant Authorities including Real Estate Agent Authority, EDB, etc.
- Submit required documents and liaise with Cote D'Or Data Technology Park Ltd.
- Advise on appropriate actions if the Consultants/ Contractors fail to remedy defects.
- Provide recommendations to the Client on the organizational move to OPEN UNIVERSITY OF MAURITIUS new headquarters.
- Provide recommendations on how to undertake fit-out work in the future.

Deliverables

- Defects liability administration plan
- Snag list
- Final testing and commissioning certificate
- Advise on recovery of liquidated and ascertained damages
- Recommendations on any other claims made by Consultants / Contractors.
- Final accounts
- Final payment certificates

- Recommendations on organizational move to OPEN UNIVERSITY OF MAURITIUS new headquarters
- Recommendations on how to undertake fit-out works in the future.

5.8 Comprehensive Management of the Project

In addition to the above scope of services, the Project Manager shall be responsible for the comprehensive oversight, coordination, and management across all the disciplines involved, from start to completion and handover. This responsibility shall extend to all aspects of the Project, including those listed in Appendix 1, which are indicative and non-exhaustive, and shall not limit the Project Manager's duty to ensure successful delivery of the Project in accordance with the Client's objectives.

6. Technical Proposal

Bidders' Technical Proposal should contain the following:

6.1 Company Profile

Company background should be submitted at bidding time. In addition, the bidders are requested to submit the audited Financial Statements for the past 3 years (2023, 2024 and 2025), list of Directors & Shareholders, and Management Team. Information to be submitted as per Form TECH-2.

6.2 Staff References

Profile of staff who will work on the project to be submitted as per Form TECH-5 and Form TECH-6.

Only one CV will be considered for each position below:

(i) Lead Project Manager

The Lead Project Manager shall be either a Chartered Quantity Surveyor of Royal Institution of Chartered Surveyors of United Kingdom or registered with the Professional Quantity Surveyor's Council of Mauritius or Civil Engineer registered with the Council of Registered Professional Engineer of Mauritius or an Architect registered with the Professional Architect Council of Mauritius and with at least 10 years' experience post registration and has experience in managing pre-contract and post contract for at least three major project (Mainly building projects with a site works component) of value exceeding MUR 300 Million.

(ii) Project Manager for pre-contract services

The Project Manager shall be either a Chartered Quantity Surveyor registered with the Professional Quantity Surveyor's Council of Mauritius or Civil engineer registered with the Council of Registered Professional Engineer of Mauritius or an Architect registered with the Professional Architect Council of Mauritius and with at least 10 years' experience post

registration and has experience in managing pre-contract services for at least three major projects (projects having both building and infrastructure components) of value exceeding MUR 300 Million.

(iii) Project Manager for post-contract services during construction works

Each Project Manager shall be either a Chartered Quantity Surveyor registered with the Professional Quantity Surveyor's Council of Mauritius or Civil engineer registered with the Council of Registered Professional Engineer of Mauritius or an Architect registered with the Professional Architect Council of Mauritius and with at least 10 years' experience post registration and has experience in managing post-contract services for at least Three major projects (projects having both building and infrastructure components) of value exceeding MUR 300 Million.

(iv) Clerk of Work/ Technician

The Clerk of Work/ Technician shall have at least a Diploma in Building Construction or equivalent qualification and with at least 10 years' experience in supervising/ inspecting building and civil engineering projects of similar nature.

It is expected that the Consultant will propose improvements to the minimum staff listed above. In addition, the Consultant shall determine the involvement of any other technical and administrative staff required for successful completion of the consultancy services.

The Project Management Consultant shall have an office in the Republic of Mauritius during the whole duration of the consultancy services contract, where all notices and correspondence will be delivered. For continuous absences of any of the staff during a period exceeding two weeks, the consultant shall provide a replacement person of equivalent or better qualifications/experience for the post concerned for that particular period at no additional cost to the contract

The bidder shall not provide the services of the same individual for more than one position. The bidder shall also highlight any international exposure/experience of the staff proposed.

6.3 Similar Assignments undertaken by the Firm/Consultants.

A list of similar assignments undertaken during the last 15 years to be submitted as per Form TECH 6. Similar assignments comprise completed projects (up to handing over stage) consisting of office space buildings.

6.4 Proposed Approach and Timeline

The Bidder should submit a detailed plan, activity list, tools and methodology including **innovative methods** to be used, clearly indicating milestones and the number of resources that will be involved in each project stage as per Form TECH-4 & Form TECH-8.

6.5 Bidder's Requirements

The Bidder to specify its requirements in terms of documents to be made available to them for consultation during the assignment and of any logistics required.

6.6 Post Implementation Support

The Bidder to specify the mechanism to be set in place for post-implementation support to be provided to amend its report to correct any error and/or omission and to give the necessary clarifications when called upon to do so during as well as after implementation of the project in case such a situation arises.

6.7 Terms and Conditions

1. During evaluation, short-listed bidders may be asked for a presentation of their proposed services, deliverables and methodology to be used at no additional cost, and any such clarifications as required by the client.
2. The client reserves the right to accept or reject any proposal, cancel the procurement process and reject all proposals, without thereby incurring (i) any liability towards any bidder, or (ii) any obligation to inform any bidder, about the grounds of such action. The Client shall not entertain any correspondence from bidders after closing of the RFP.
3. The appointed Consultant to provide Project Management Services for this project or any of its affiliates cannot apply as Sub-Consultant for Quantity Surveying Services with the Global Consultancy firms participating in this project.

7. Risk Management

The Consultant shall maintain a Risk Register that records all risks to the successful completion of the project. Within 14 days of agreement, the Consultant shall prepare and submit a Risk Management procedure and the first issue of the project Risk Register for approval by the client.

The Risk Register shall conform to the requirements of Risk procedures identified for each project.

The Risk Management procedure developed by the Consultant will address:

- a. Responsibility for the risk management process – Who, within the Consultant’s organization, will be undertaking the coordination of risk management activities on the project.
- b. Identification of Risks – When and how risks are identified and updated. (Note: it is envisaged that this may be achieved through Risk Workshops and subsequent interactive maintenance of the risk register). An up-to-date risk register must be maintained and provided with progress reports.
- c. Commercial Impact of Risks – Following his analysis, the Consultant is required to advise the Client of any budgetary/cost impacts (together with likelihood of occurrence) that might arise from any identified risks.
- d. Mitigation of Risk – How mitigation plans are created and implemented. How the effectiveness of the implementation of such mitigation plan(s) is monitored and fed back into the risk management process.
- e. Following directions by the Client, the Consultant shall use the preferred templates and tools to record and present the findings of the risk assessment and management process.

8. Quality Assurance

The purpose of this specification is to define the Consultant's general responsibility for demonstrating that the work under the contract is executed to the Quality standards required by the particular project/agreement.

Individual Independent Consultants may be required to employ their own Quality System, including internal auditing with associated records. They may be required to develop initial Quality and Project Plans. The PMC shall coordinate the whole process

The following list identifies the recommended quality standards that **could be used** by the consultant; other standards are available, and the initial quality and project plan should identify the standards to be used as part of the project.

- a. BS EN61160:2005 Design Review
- b. ISO 9000:2008 Quality Management Systems-Fundamentals and Vocabulary ISO 9001:2008 Quality Management Systems Requirements
- c. ISO 9004:2008 QMS Guidelines for Performance Improvement
- d. ISO 10006:1997 Quality Management – Guidelines to Quality in Project Management
- e. ISO 10005:1995 Quality Management – Guidelines for Quality Plans
- f. ISO 19011:2002 Guidance on auditing of Quality & Environmental Management Systems
- g. Others by agreement

The Consultant will be responsible for Quality auditing and oversight of design and supervision consultants under their control. The Client may audit and monitor the Consultant's records and documents for compliance with their contract, Quality Plan and procedures.

The PMC's QA plan shall ensure the following with regard to the design and change management being implemented by individual design and supervision consultants:

The Design Consultants' Quality Plan will include or refer to the plan(s) for design and development. It will take into account applicable codes, standards, specifications, Quality characteristics and regulatory requirements as appropriate. It will identify the criteria by which the design and development inputs and outputs should be accepted, and how, at what stage(s), and by whom, the outputs should be reviewed, verified and validated.

The Design Consultant's Quality Plan will also state the following:

- How requests for changes and development will be controlled;
- Who is authorised to initiate a change request;
- How changes will be reviewed in terms of their impact;
- Who is authorised to approve or reject changes;
- How the implementation of changes will be verified;
- When design and development reviews take place;
- When value engineering reviews take place;
- When design and development verification take place; and
- When design and development validation take place.

9. Document Management System

For this type of project, a robust and functional document management is vitally important. It improves the integration of document management and approval processes. The Consultant will have to implement a Microsoft SharePoint system or equivalent for the management of the documents, and all parties involved in this project shall be provided with necessary access to the system.

The Consultant shall implement the document management system, operate the system, maintain the system, etc.

All costs associated therewith shall be deemed to be included in the reimbursable expenses of the Lump-Sum.

10. Liaison with authorities and utilities service providers

The Consultant shall liaise at different stages of the project with the utilities service providers such as the Central Electricity Board (CEB), Central Water Authority (CWA), Wastewater Management Authority (WMA), Mauritius Telecom (MT), Land Drainage Authority (LDA), etc for the smooth running of the project. This includes establishing the connection points, submission of design calculations, finalisation of the design, approval of materials, testing, certification of the works, submission of as-built drawings, handing over, etc.

The Consultant shall also be required to liaise with the local authorities, Ministry of Housing and Lands, Ministry of Environment, Sustainable Development, and Disaster and Beach Management, Traffic Management & Road Safety Unit (TMRSU), Road Development Authority (RDA), Ministry of Agro Industry and Food Security, Forest Department, Water Resources Unit (WRU), Fire Services Department, etc. for necessary clearances and permits.

11. Services during Defects Liability Period

The Consultant shall be required to:

a. Carry out Inspection of the Works during the Defects Liability Period

The Consultants shall be required to arrange for inspection of the works by the other consultants at regular intervals as may be required during the Defects Liability Period and issue instructions necessary to carry out any remedial works required and manage the execution thereof and arrange for issue of the Defect Liability Certificate accordingly.

b. Supervise the operation and maintenance of the facilities during the Defects Liability Period.

The Consultant shall monitor the supervision of other consultants for the operation and maintenance of the M & E facilities installed during the Defects Liability Period.

c. Training of personnel and operators of the Client

The Consultant shall arrange and monitor the training to be provided by the specialist contractors during the Defects Liability Period to all the personnel and operators to be appointed by the Client for the operation of the equipment and facilities at the Academic Block.

12. Project Schedule and phasing

The following construction periods have been proposed. The Project Management Consultant to advise on the possibilities to improve the procurement processes and the construction periods to meet the target dates set at Section 3- Technical Proposal- Standard Form- TECH-8 Work Schedule.

The Project Implementation Programme for the construction of the new campus will be as follows:

Table 6: Project Implementation Schedule		
	Activity	Timeline
1.0	OU secures land	December 2025
2.0	Tender stage for PMC	3 months as from launching of tender in September 2026- November 2026
3.0	<u>Initial/ Preparation Stage</u>	
3.1	Appointment of Global Consultants	3 months from date of launching of Tender (February 2027)
3.2	Finalization of Client's Brief, Master Programme and Rough Order of Cost Estimate	3 weeks after appointment of Consultants (February 2027)
4.0	<u>Design Stage and BLUP application</u>	
4.1	Concept Design Stage and Cost Plan	1 month after finalization of Client's Brief (March 2027)
4.2	Scheme Design Stage	1 month after completion of Concept Design (April 2027)
4.3	Detailed design	1 month after completion of scheme design (May 2027)
5.0	<u>Pre-Construction Stage</u>	
5.1	Production Information and tender Documentation Stage	2 weeks after completion of detailed design (June 2027)
5.2	Preparation of Bidding Documents	2 weeks after tender documentation stage (June 2027)
5.3	Tender Stage including Award of Contract to Construction Contractor	6 months after preparation of Bidding Documents (December 2027)
6.0	<u>Construction Stage</u>	
6.1	Mobilisation Period	2 weeks after award of Construction Contract- (January 2028)
6.2	Construction Starts – January 2028	12 months (December 2028)
7.0	<u>Post Construction Stage/ Defects Liability Stage</u>	12 months (December 2029)

Note: The above timeline is a tentative plan for preparation of the detailed project brief.

13. Reporting requirements

The Project Management consultant will be required to provide stage reports at all steps of the assignment. The following reports in at least 3 hard copies and one soft copy shall be submitted:

- a. Ad-Hoc Reports required at both the pre-contract and post-contract phases.
- b. Monthly Reports. The Monthly Progress Reports shall be submitted summarising the progress made during the previous month. The causes of any delay and problems encountered should be explained clearly together with measures recommended to avoid further delays or to overcome problems.
- c. Quarterly Project Management Reports which shall report on the Plant and Equipment on site; status of request for materials approvals, materials ordered and delivered, etc.; comparison between the works in progress and the program of works, together with an analysis of delays if any and recommendations for remedial measures to be taken or already taken; progress photographs; design development and related issues; all contractual issues; quality report from the architects, engineers and other experts; expenditure with an estimate of expenses to be incurred until the completion of the works together with an analysis of differences observed with respect to the initial evaluation; etc.
- d. Bid Evaluation Reports. The consultant shall assist the Technical Evaluation Committees, set up by the Client, to evaluate the bids received for this project, but the consultant shall be responsible for preparing and submitting the bid evaluation reports to the committee. The Consultant shall have to prepare and submit a draft tender evaluation report for discussions with the Committee and, after discussions, amend the report accordingly. The final decision on the recommendations will rest with the Client.
- e. Contract Closure Reports
- f. Cost Plans

In addition to the above, the Consultant shall also be responsible for preparing and submitting copies of the minutes of meetings, to all parties concerned, to be held during both the pre-contract and post-contract phases of the project.

14. Facilities to be provided by the Client to the Consultants

The Client shall provide the Consultant with all available data and information with respect to the University campus project.

The Client shall also give his decisions on matters referred to him by the Consultant in such reasonable time as not to delay or disrupt the performance of the services under this contract.

In the case of meetings and workshops with stakeholders, the Client will provide the venue and necessary assistance. However, the Consultant will have to organise the meetings and workshops.

Section 6. Standard Forms of Contract

Foreword

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

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

STANDARD FORM OF CONTRACT

Consultant's Services
Lumpsum

Preface

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

CONTRACT FOR CONSULTANT’S SERVICES
Lumpsum

Project Name:
Project Management Consultant for the Construction of a New University
Campus at Minissy, Réduit

[Loan/Credit/Grant] No. _____

Contract No. OU/OAB (RFP)/1/26-27

Assignment Title: _____

between

OPEN UNIVERSITY OF MAURITIUS
[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMPSUM

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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

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

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

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

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

[Authorized Representative of the Client – name, title and signature]

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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

- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
 - (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not overwritten.
 - (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
 - (s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
 - (t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- 2. Relationship between the Parties
 - 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract
 - 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language
 - 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings
 - 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications
 - 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom communication is addressed, or when sent to such Party at the address specified in the **SCC**.
 - 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location
 - 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

- | | |
|----------------------------------|--|
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC . |
| 10. Fraud and Corruption | <p>10.1 The Client requires compliance with the Anti-Corruption laws of Mauritius.</p> <p>If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause B shall apply as if such expulsion had been made under Sub-Clause 19.1.1.</p> <p>Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 31.1</p> |
| a. Commissions and Fees | 1.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract. |
| b. Integrity Clause | <p>10.3 The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.</p> <p>Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.</p> |

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|---|--|
| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC. |
| 14. Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 15. Entire Agreement | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| 17. Force Majeure | |
| a. Definition | 17.1. For this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. |

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

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

paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant commits a material breach or fails to remedy a failure in the performance of its obligations hereunder, as specified in notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as 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;

- (e) If the Client, upon a determination that because of changed circumstances the continuation of the contract is not in the public interest, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as 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.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

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

e. Payment upon Termination

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

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

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

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

- (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interest

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

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, work or services, the Consultant 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.

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|--|--|
| <p>b. Consultant and Affiliates Not to Engage in Certain Activities</p> | <p>21.1.3 Unless otherwise specified in the SCC, the Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p> |
| <p>c. Prohibition of Conflicting Activities</p> | <p>21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| <p>d. Strict Duty to Disclose Conflicting Activities</p> | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> |
| <p>22. Confidentiality</p> | <p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> |
| <p>23. Liability of the Consultant</p> | <p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p> |
| <p>24. Insurance to be taken out by the Consultant</p> | <p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place before commencing the Services as stated in Clause GCC 13.</p> |
| <p>25. Accounting, Inspection and Auditing</p> | <p>25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts</p> |

and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

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

26. Reporting
Obligations

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

27. Proprietary Rights
of the Client in
Reports and Records

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

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles
and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and

shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- | | |
|---|--|
| 29. Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B . |
| 30. Replacement of Key Experts | <p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall provide, as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p> |
| 31. Removal of Experts or Sub-consultants | <p>31.1 If the Client finds that any of the Experts or Sub-consultants has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>31.2 If any of the Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p> |

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

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

33. Access to Project Site

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

such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

35. Services, Facilities
and Property of the
Client

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

36. Counterpart
Personnel

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

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

37. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract Price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties 39.1 The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes duties, fees, and other impositions levied under the Applicable Laws as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

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

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

40. Currency of Payment 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

41. Mode of Billing and Payment 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lumpsum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank/insurance guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lumpsum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 The Lumpsum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lumpsum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the

Client. The last lumpsum installment shall be deemed approved for payment by the Client within ninety (90) days after receipt of the final report by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

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

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

42. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

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

Attachment 1 to the Contract

Fraud and Corruption

1. It is the policy of the Government of Mauritius to require Public Bodies, as well as consultants, their agents (whether declared or not), affiliates, personnel, sub-contractors, sub-consultants, service providers and suppliers to observe the highest standard of ethics during the selection and execution of contracts.⁸ In pursuance of this policy, the Client:

(a) defines, for 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 the actions of another party⁹;
- (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 obligation¹⁰;
- (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 party¹¹;
- (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 the actions of a party¹²;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially the Client’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

⁸ 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.

⁹ “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.

¹⁰ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹¹ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

¹² “Party” refers to a participant in the selection process or contract execution.

- (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 2 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant^{13b}, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.
2. In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client.
3. Consultants and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act, which can be consulted on the website of the Procurement Policy Office (PPO) : ppo.govmu.org.
4. Consultants shall furnish information on commission and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the contract, as required in the Financial Proposal submission form (Section 4).
5. The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the 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 should be rejected.

^{13b} 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.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Mauritius.
4.1	The language is: English.
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]:</i> Client: Open University of Mauritius RÉDUIT Attention: The Director General Through Secretary, Departmental Bid Committee Address: 3rd Floor, North Wing Building, Open University of Mauritius, Réduit Facsimile: 464 8854 E-mail (where permitted): <u>confidential@open.ac.mu</u> Consultant: _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____
8.1	<i>[If the Consultant consists only of one entity, state “N/A”;</i> OR <i>If the Consultant is a Joint Venture, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i>
9.1	The Authorized Representatives are: For the Client: <i>[name, title]</i> _____ For the Consultant: <i>[name, title]</i> _____

11.1	The effectiveness conditions are the following: N/A
12.1	Termination of Contract for Failure to Become Effective: The time period shall be one month
13.1	Commencement of Services: The number of days shall be ten. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 36 months or after the issue of Defects Liability Certificate and Final Certificate of Payment to Contractor, whichever is later.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of nature described in Clause GCC 21.1.3 Yes_____ No ✓
23.1	No additional provision
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of Mauritian Rupees Ten Million (MUR 10 million) The Consultant selected for this contract will have the option to: • <u>Either</u> provide a single PI Cover in the amount of Rs 10 million for this project, which also covers the services to be provided by its Sub- Consultant(s). • <u>Or</u> provide separate PI covers to cover its own services and that of its Sub-Consultant(s), provided that the aggregate cover of the PI is not less than Rs 10 million and the amount of the individual PI covers are representative of the involvement of the Consultant and its Sub- Consultant(s) on this project.

	(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of Mauritian Rupees One Million (MUR 1 million) or the amount in accordance with the applicable law in the Republic of Mauritius whichever is the highest; (c) Third Party liability insurance, with a minimum coverage of Mauritian Rupees One Million (MUR 1 million) or the amount in accordance with the applicable law in the Republic of Mauritius, whichever is the highest; (d) employer's liability and workers' compensation insurance in respect of the Experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (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.
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	[The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.]
38.1	The Contract price is: _____ [insert amount and currency for each currency as applicable] inclusive of [indicate: local indirect taxes and taxes on the remunerations.

39.1	For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA). With respect to temporary admissions, the temporary admission regime under the Customs Act will apply. Details of contact for the MRA is: 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
41.2	The payment schedule: Payments for the assignment shall be made in Mauritian Rupees according to the following schedule and based on the deliverables specified at each stage of the project: (a) Five (5) percent of the Contract Price amount shall be paid after successful completion of the initial stage. (b) Thirty (30) percent of the Contract Price amount shall be paid after successful completion of the design stage. (c) Ten (10) percent of the Contract Price amount shall be paid after successful completion of the pre-construction stage. (d) Forty-Five (45) percent of the Contract Price amount shall be paid after successful completion of the construction stage. (e) Five (5) percent of the Contract Price amount shall be paid after successful completion at handing over. (f) Five (5) percent of the Contract Price amount shall be paid after successful completion of the post construction stage (defects liability period).
41.2.1	Advance Payment is not applicable .
41.2.4	The accounts are: for local currency: <i>[insert account]</i>.
42.1	The interest rate is the Bank of Mauritius Key Repo Rate

45.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.
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	(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or

	(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>; (b) the <i>[type of language]</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

APPENDIX B - KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared based on Appendix A to Form FIN-3 of the RFP “Consultants’

Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

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

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

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

1 Expressed as a percentage of 1

2 Expressed as a percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

**NOT
APPLICABLE**

CHECKLIST TO BE FILLED MANDATORILY BY BIDDERS

SR No.	Description	Submitted (✓)	Bidders to state page number and annexes as per bid submitted
TECHNICAL SUBMISSION			
1.	Form TECH-1: Technical Proposal Submission Form duly filled and signed		
2.	Form TECH-2: Consultant's Organization and Experience. Audited Financial Statements for the past three (3) years: 2023, 2024 and 2025 List of Directors and Shareholders and Management Team (Section 6.1)		
3.	Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client		
4.	Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment (Section 6.4)		
5.	Form TECH-5: Team Composition and Task Assignments: Lead Project Manager, Project Manager for pre-contract services, Project Manager for post contract services and Clerk of Work/ Technician (Section 6.2)		
6.	Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff: Lead Project Manager, Project Manager for pre-contract services, Project Manager for post-contract services and Clerk of Work/ Technician (Section 6.2) Firm/Consultant to submit a list of similar assignments (projects value exceeding MUR 300 Million) comprising of completed projects (up to handing over stage) consisting of office space buildings undertaken during the last 15 years (Section 6.3)		
7.	Form TECH-7: Staffing Schedule		
8.	Form TECH-8: Work Schedule Detailed plan, activity list, tools and methodology including innovative methods to be used, clearly indicating		

	milestones and the number of resources that will be involved in each project stage. (Section 6.4)		
9.	Authorization to sign the bid on behalf of the bidder		
10.	Valid Copies of CIA Certificates from Consultants and Sub-Consultants (wherever applicable)		
11.	Professional Indemnity Insurance Cover (MUR 10 Million)		
12.	Copies of Valid Certificates/Documents from respective Professional Councils in Mauritius		
13.	Copies of Letter of Acceptance/Award, Completion/Taking over Certificates and Certified Final/Pre-Final Account Statements for all specified Projects mentioned.		
14.	Letter of Undertaking/Association from all Sub Consultants/individuals/Freelance		
FINANCIAL SUBMISSION			
1.	Form FIN-1: Financial Proposal Submission Form		
2.	Form FIN-2: Summary of Costs		
3.	Form FIN-3: Breakdown of Costs by Activity		
4.	Form FIN-4: Breakdown of Renumeration (Lumpsum)		
5.	Form FIN-5: Breakdown of Reimbursable Expenses (Lumpsum)		